CITY OF PITTSBURG
AGENDA

SEPTEMBER 20, 2021

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

AMENDED AGENDA – CLOSED SESSION ONLY

CLOSED SESSION
6:00 P.M.

REGULAR MEETINGS
7:00 P.M.

CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY

PRESIDING

Marilyn "Merl" Craft, Mayor/Chair
Holland Barrett White, Vice- Mayor/Chair
Shanelle Scales-Preston, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member

FOR HOUSING AUTHORITY:
S.L. Floyd, Housing Authority Member
Annie Hill Herring, Housing Authority Member

Pittsburg City Council meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.ci.pittsburg.ca.us. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

6:00 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

   City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

   Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

   Unrepresented employees: Management Group; Senior Executive Team

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   Initiation of litigation pursuant to Section 54956.9(d)(4)

   Number of cases: one

7:00 P.M. - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

3. National Hispanic Heritage Month

4. Mayor's Monarch Pledge Day

5. Freddy Rivera's 40th Employment Anniversary

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members particiapte). (No Action Required)

JOINT PITTSBURG ARTS AND COMMUNITY FOUNDATION AND PITTSBURG POWER COMPANY

CONSIDERATION

6. Adoption of both a Pittsburg Arts and Community Foundation and Pittsburg Power Company Resolution to approve the Budget for Fiscal Year 2021-22 and Appropriation of Funds for Fiscal Year 2021-22.

   The Pittsburg Arts and Community Foundation (Foundation) is a local non-profit organization that promotes literacy, arts, and community services. A major component of the Foundation is the Railroad Book Depot. This item is the annual operating budget for the Foundation for Fiscal Year 2021-22.

CITY COUNCIL MEETING

PUBLIC HEARING

7. Adoption of the 2020 Urban Water Management Plan and Water Shortage Contingency Plan

   The City is required by the Urban Water Management Planning Act to prepare and adopt an Urban Water Management Plan every five years that documents the City's plans for securing water supplies to meet current and future demand. The 2020 Plan is attached to this report for the City Council's consideration for adoption.

8. Adoption of a City Council Resolution Approving the 2020-2021 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

   The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a "report card" that documents how well the City met its goals during the period of July 1, 2020 through June 30, 2021 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

9. Adoption of a City Council Resolution adopting the 2nd Addendum to the 2015 Final Environmental Impact Report and approving a Use Permit Amendment and Design Review, and Introduction and Waive Further Reading of an Ordinance Approving a Development Agreement for the Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)

   This is a public hearing on a request for: 1) an amendment to the existing use permit (originally approved in 2018) for operational enhancements at the existing

Recycle Center Transfer Station/Mt. Diablo Resource Recovery Park; 2) design review approval of plans to construct sixteen new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; 3) approval of a Development Agreement; and 4) adoption of the 2nd Addendum to the Final Environmental Impact Report (FEIR) prepared for the project. The Project is located at 1300 Loveridge Road in the IG (General Industrial) and IL-O (Limited Industrial with a Limited Overlay) districts. Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028, and 073-200-029. On August 24, 2021, the Planning Commission adopted Resolution 10173 recommending approval of the proposal in its entirety.

CONSIDERATION

10. Adoption of a City Council Resolution Approving a Rate Increase requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station

    Contra Costa Waste Service, Inc.(Operator) operates a Recycling Center and Transfer Station (RCTS) on Loveridge Road under a Franchise Agreement between Contra Costa Waste Service and the City of Pittsburg. The Agreement requires that the Operator obtain City Council approval prior to increasing authorized mixed waste rate charged at the RCTS. The Operator has requested rate increases for Consumer Price Index (CPI) and other increased operating costs to accommodate new State-mandated processing and diversion requirements. City staff recommends approval of the rate increases as requested.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SUCCESSOR AGENCY AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

11. Minutes of August 16, 2021

12. Adoption of a Pittsburg Power Company Resolution Approving the Causeway Bridge Coupling Replacement Project Contract

    Pittsburg Power Company (PPC) provides electricity and natural gas retail service on Mare Island, Vallejo in the name of Island Energy. PPC and Performance Mechanical Inc. (PMI) propose to enter into a contract (Contract) for the Causeway Bridge Coupling Replacement Project (Project).

13. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program

    The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of Traffic Safety.

The $90,000 grant will provide resources to fund various traffic enforcement and safety programs.

14. Adoption of a City Council Resolution to Allocate Funds and Approve Amendment One to Consultant Agreement with NCE for Project Design of Project 2231, OBAG II Pavement Improvement Project (West Leland Road/Loveridge Road)

    Project 2231, OBAG II Pavement Improvement Project (the "Project") is for the rehabilitation of the pavement on segments of West Leland Road and Loveridge Road. The attached Resolution will reprogram funds to include the scope for Project 2029, SB1 FY 2021/22 Pavement Management Project, and authorize Consultant Agreement Amendment Number 1 to the On-Call Agreement with Nichols Consulting Engineering ("NCE"), for design of both projects.

15. Adoption of a City Council Resolution to Authorize Allocation of U.S. Department of Justice – Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG)

    The Pittsburg Police Department has submitted a preliminary application to the U.S. Department of Justice for funding under the Edward J. Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $30,284.00.

16. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the American Federation of State, County, and Municipal Employees Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units for the Period July 1, 2021 through June 30, 2022

    The Memorandums of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units expired on June 30, 2021. The City and AFSCME representatives started negotiation sessions in March 2021 to develop a successor Memorandum of Understanding (MOU), and have reached a tentative agreement on the terms and conditions of employment for fiscal year 2021-2022 that provides for a one-year contract term, two point five percent (2.5%) cost of living adjustment (COLA), one thousand dollar ($1,000.00) lump sum payment, and specific revisions to certain articles of the MOU to be amended. Should Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

17. Adoption of a City Council Resolution Authorizing the City Manager to Execute and Agreement Between the City of Pittsburg and R. Giordano Consulting and Investigation Services

    The Resolution will authorize the City Manager to execute an agreement with R. Giordano Consulting and Investigative Services to conduct investigations into allegations of officer misconduct.

18. Adoption of Ordinance No. 21-1494 Amending Chapter 8.16 of the Municipal Code to Amend the City's Standards for Abatement of Weeds

On August 16, 2021, the City Council introduced and waived further reading of an amendment to the Pittsburg Municipal Code Chapter 8.16 Weed Abatement to create consistency with abatement standards of the Contra Costa County Fire Protection District.

19. Adoption of a City Council Resolution to Authorize an Amendment to the Employment Agreement for the City Attorney

    On July 17, 2018, the City Council approved the appointment of Donna Mooney as City Attorney and authorized an employment agreement. On September 16, 2019, the City Council authorized an amendment to the employment agreement to increase the salary and extend the employment agreement to September 4, 2022. This resolution would authorize amendments to increase the City Attorney's salary and benefits and further extend the agreement term for the City Attorney.

20. Adoption of a City Council Resolution Authorizing the City Manager to Execute First Amendment to Contract for Renewable Diesel

    The City requires diesel fuel for vehicles and equipment to provide services to the public and to maintain operations. Staff recommends amending a contract with Western States Oil to extend the term and "piggyback" on a contract price obtained through competitive bidding by Santa Clara County. If approved, the resolution will authorize execution of a First Amendment to the contract with Western States Oil of San Jose.

21. Adoption of a City Council Resolution to Accept the Plans and Specifications, Allocate Funds, and Authorize the Award of Project 5060, Filter Media Replacement Project

    Project 5060, Filter Media Replacement Project ("the Project") is for the removal and disposal Granular Activated Carbon (GAC) in all gravity water filters at the City's Water Treatment Plant. Adoption of this resolution will accept the plans and specifications for the Project, allocate additional funds, and authorize the City Manager to award a construction contract to Calgon Carbon Corporation of Moon Township, Pennsylvania.

22. Adoption of a City Council Resolution to Accept a Delta Conservancy Proposition 68 Grant for Improvements to Boat Launch Ramp and Central Harbor Park and Authorize the City Manager to Execute a Grant Agreement and an Agreement for Design Services

    The City has been awarded a $172,155 grant from Sacramento-San Joaquin Delta Conservancy to plan infrastructure upgrades at the Boat Launch Ramp, Central Harbor Park, and nearby parking lots. If approved, this Resolution approves the grant agreement and authorizes the City Manager to execute an Agreement for design services with R.E.Y. Engineers, Inc.

23. Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Amendment to the Agreement with De Novo Planning Group for the City's

Housing Element Update

The First Amendment to the Agreement with DeNovo Planning Group is to increase the compensation for additional planning services to update the City's Housing Element in connection with its ongoing effort to update the City's General Plan.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)

ADJOURNMENT to October 4, 2021

PUBLIC ADVISORY:
THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting of the City Council will be conducted electronically through Zoom and broadcast live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber will not be open for the meeting. Council Members will be participating electronically and will not be physically present in the Council Chamber.

Beginning with the January 19, 2021 City Council Meeting, live comments will be allowed by members of the public via teleconferencing during Zoom meetings and written comments received after 3:00 p.m. will be read aloud by staff. To be placed in a queue to comment, please adhere to the following instructions.

To Participate in Public Comment During the Meeting:

- Notify the City Clerk's Office via email by 3:00 p.m. on the meeting date that you would like to be placed in the queue for general Public Comments, or comments on a specific agenda item. Requests received after 3:00 p.m. on the date of the meeting will not be able to comment.
- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
- Your email must include the words **"FOR PUBLIC COMMENT"** in the subject line and specify the **Agenda Item number or Non-Agenda** as appropriate.
- You will receive an email confirmation with instructions to log in.
- Once the meeting starts (check the Streaming Media link on our website – www.ci.pittsburg.ca.us) you can phone in to Zoom. If you log in before the event has actually started you may be disconnected.
- You will be added to the meeting as an attendee and will be called upon by staff for phone-in comments.
- Speakers will be muted until their opportunity to provide public comment.
- All comments will be subject to the three-minute time limitation (approximately 350 words).
- Begin your comment by providing your name and city of residence for the record – although providing this is not required for participation.
- Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action take by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2021

Updated August 16, 2021

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Merl Craft / Holland White Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	Planning
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Holland White Alt.	Standing	1st Thursday	G. Evans
School Districts Committee (2x2)	Merl Craft & Holland White / Shanelle Scales-Preston Alt.	Standing	2nd Thursday even months	G. Evans

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
American Rescue Plan Act (ARPA)	Merl Craft & Holland White	Ad Hoc	As needed	G. Evans
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation	Holland White & Juan Banales / S. Scales-Preston Alt.	Standing	Ad needed	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	M. Aliotti
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Government Performance Subcommittee	Holland White & Juan Banales	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Standing	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	As needed	J. Davis
Finance Subcommittee	Juan Banales & Holland White / Jelani Killings Alt.	Standing	As needed	FINANCE
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Standing	As needed	J. Hecht
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Standing	As needed	K. Simonton

*Rotational Staff as assigned by City Manager
**Stipend of $209 per month
***Stipend of $100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

Commission	Tentative Meeting Dates
Planning Commission	2nd and 4th Tuesdays
Community Advisory Commission	1st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”. For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.ci.pittsburg.ca.us , as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL HISPANIC HERITAGE MONTH
Esperanza: A Celebration of Hispanic Heritage and Hope
SEPTEMBER 15 - OCTOBER 15, 2021

WHEREAS, America draws strength from the extraordinary diversity of its people, that our national character is enhanced by citizens who maintain and honor cultural customs brought from other lands; and

WHEREAS, the Hispanic people have long been a part of this tradition, having been among the earliest settlers in California, in Contra Costa County and other regions of the United States and Latinos over the years have come to this country in search of democracy, freedom and a better way of life. Their diverse and vibrant culture includes elements originating in Europe, North America, Central America, South America and the Caribbean; and

WHEREAS, many Hispanic sons and daughters have served our country with distinction, making important contributions in the arts and sciences, the business world, academia, government, agriculture and the Armed Forces helping to preserve the democracy and freedom all Americans enjoy, and where, since World War I have been awarded the Medal of Honor more than any other ethnic group; and

WHEREAS, pursuant to Public Law No. 100-402, approved August 17, 1988, "That the President of the United States is hereby authorized and requested to issue annually a proclamation designating 31 day period beginning September 15 and ending on October 15 as "National Hispanic Heritage Month" and calling upon the people of the United States especially the educational community, to observe such month with appropriate activities;" and

WHEREAS, the City of Pittsburg recognizes the important contributions to this community that those of Hispanic heritage have made.

NOW, THEREFORE, I, Merl Craft, Mayor, on behalf of the City Council of the City of Pittsburg, do hereby proclaim the days of September 15 through October 15, 2021, as "National Hispanic Heritage Month" and encourage all citizens to honor this observance with programs, activities, and ceremonies to learn about and promote the Latino-Hispanic contributions.

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

September 20, 2021

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

Mayors' Monarch Pledge Day

WHEREAS, the Monarch Butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, it is recognized that both the western and eastern Monarch populations have seen significant declines with less than one percent of the western Monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

WHEREAS, we recognize that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and

WHEREAS, cities, towns and counties have a critical role to play to help save the Monarch butterfly, and the City of Pittsburg is striving to become a leader; and

WHEREAS, on April 19, 2021, the National Wildlife Federation's Mayors' Monarch Pledge was signed and we have officially committed to taking meaningful action to protect the Monarch butterfly by engaging with City Parks and Recreation, Public Works, Environmental Affairs, and other staff to identify opportunities to revise and maintain mowing and milkweed/native nectar plant planting programs; plant or maintain a Monarch and pollinator-friendly demonstration garden; display educational signage; and integrate Monarch butterfly conservation into the City's Park Master Plan, Sustainability Plan, Climate Resiliency Plan, or plans within the Southwest Pittsburg Geologic Hazard Abatement District II; and

WHEREAS, every resident of Pittsburg can make a difference for the Monarch by planting native milkweed and nectar plants to provide habitat for the Monarch and pollinators in locations where people live, work, learn, and play and encourage all residents to participate in community activities that support and celebrate Monarch conservation.

NOW THEREFORE, I, Merl Craft, Mayor of the City of Pittsburg, on behalf of the entire City Council hereby declare September 20, 2021 as Mayors' Monarch Pledge Day in the City of Pittsburg, and invite everyone to reflect in ways we can show respect, raise awareness, inspire action, and commit to better understanding the importance of the Monarch Butterfly and the role it plays as a key resource to the California wildlife ecosystem.

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

September 20, 2021

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

HONORING FREDDY RIVERA
ON HIS 40TH ANNIVERSARY AS A CITY EMPLOYEE
September 20, 2021

WHEREAS, Freddy Rivera moved to Pittsburg in 1978 and joined the City of Pittsburg as an employee in 1981, starting as a seasonal park aide earning $4.50 per hour; and

WHEREAS, after almost a decade in the Parks Maintenance Division, Freddy was promoted to the position of Maintenance Aide in the City's Code Enforcement Department, and advanced in 1996 to Public Services Worker I; and

WHEREAS, Freddy learned a wide variety of skills needed for the various divisions within the Public Services (now Public Works) Department, and in 2001, rose to a new position as Maintenance Lead Worker in the Water Division, responsible for replacing water meters and working to maintain the City's infrastructure; and,

WHEREAS, in 2011, Freddy earned the promotion to Public Works Supervisor for the Water Operations Division, leading a team of dedicated employees who work every day (and often at night and on weekends) to deliver drinking water to Pittsburg residents and businesses, and

WHEREAS, Freddy's considerable experience is highly valued, as he is often called upon to give input to the City's engineering staff to plan, inspect and replace aging water infrastructure.

NOW THEREFORE, I, Merl Craft Mayor, on behalf of the City Council of the City of Pittsburg, do hereby express our sincere appreciation and thanks to Mr. Freddy Rivera for his ongoing and significant contributions to the community, and commend him for his 40 years of service to the people of Pittsburg.

Merl Craft, Mayor

ATTEST:
Alice E. Evenson
Alice E. Evenson, City Clerk

September 20, 2021

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of both a Pittsburg Arts and Community Foundation and Pittsburg Power Resolution to approve the Budget for Fiscal Year 2021-22 and Appropriation of Funds for Fiscal Year 2021-22.

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The Pittsburg Arts and Community Foundation (Foundation) is a local non-profit organization that promotes literacy, arts, and community services. A major component of the Foundation is the Railroad Book Depot. This item is the annual operating budget for the Foundation for Fiscal Year 2021-22.

FISCAL IMPACT

The Foundation's budget for Fiscal Year 2021-22 estimates revenues of $1,284,379 and expenditures of $1,481,111.

Staff is requesting a subsidy from Pittsburg Power Company of $200,000 to balance the budget. When allocation of the American Rescue Plan Act (ARPA) funds are considered, the City Council may consider allocating funds to the Foundation since supporting non-profit organizations is an eligible use of ARPA funds, thereby reimbursing the Pittsburg Power Company.

RECOMMENDATION

The Board approve and adopt the proposed Foundation operating budget for Fiscal Year 2021-22.

BACKGROUND

Best accounting practices for a not-for-profit entity includes an annual operating budget, while allowing monitoring of the financial objectives of the Foundation. Each year the Foundation presents the operating budget for the next fiscal year. For Fiscal Year 2021-22, the Preliminary Operating Budget Summary document was posted to the Foundation's website prior to this meeting.

SUBCOMMITTEE FINDINGS

The Foundation's Operating Preliminary Budget for the Fiscal Year 2021-22 was presented to the Foundation's subcommittee on August 31, 2021. The Foundation's Subcommittee did not recommend any changes to the proposed budget being presented.

STAFF ANALYSIS

The Foundation's proposed operating budget for Fiscal Year 2021-22 includes an additional $900,000 in revenues and expenses due to a pass-through grant expected from the John H. and Regina K. Scully Foundation for renovations of the Pittsburg California Theatre.

Both revenues and expenses have been reduced by approximately 50% due to the following: 1) reduction of the bookstore operation due to COVID-19; full operation is anticipated in January 2022; 2) the Foundation's budget no longer supports the California Theater operations; and 3) changes in Foundation staffing.

Below is a summary of highlights for Fiscal Year 2020-21 and goals for Fiscal Year 2021-22:

Highlights from the Fiscal Year 2020-21 were:

- Created window displays to provide art in the downtown during the Shelter in Place.
- Railroad Book Depot pivoted to allow for increased online sales and services during the Pandemic allowing a steady stream of revenue during an uncertain time.
- The Old Town Art Centre began offering classes and programming in April 2021.

Foundation's Fiscal Year 2021-22 goals:

- Continue to foster partnerships with the California Theatre, City of Pittsburg Recreation Department, Pittsburg Unified School District and other non-profit organizations to facilitate education and cultural awareness.
- Old Town Art Center to expand classes, galleries, and other art related activities for the community.
- Increase community art projects to beautify blighted areas and bring creativity through art in unexpected areas.
    - "Beyond the Box" Utility Box Mural Project
    - Community Cultural Wall at Ace Hardware
- Provide art education and literacy programs for young children at the Railroad Book Depot.
- Increase revenue for the Old Town Art Center by 25%.
- Increase revenue for the Railroad Book Depot by 25%.

ATTACHMENTS: PACF Resolution
PPC Resolution
PACF Budget for Fiscal Year 2021-22
Presentation

Report Prepared By: Paul Rodrigues, Finance Director

BEFORE THE GOVERNING BOARD OF THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

In the Matter of:

A Resolution Approving the Pittsburg Arts and Community Foundation Budget For Fiscal Year 2021-22) RESOLUTION NO. 21-

WHEREAS, the Pittsburg Arts and Community Foundation, Inc. (Foundation) is a nonprofit, 501(c)3 Foundation formed for the purpose of providing assistance to the City of Pittsburg, and all actions, budgets, projects and programs that the Foundation engages in or approves must be reasonably related to, or in furtherance of the Foundation's charitable purposes as stated in the Articles of Incorporation as amended on March 1, 2010; and

WHEREAS, the Foundation prepares and adopts the Pittsburg Arts and Community Foundation, Inc. budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, the Treasurer has submitted a budget for Fiscal Year 2021-22 with estimated revenues of $1,284,379 and expenditures of $1,481,111; and

WHEREAS, the Pittsburg Power Company will subsidize the Foundation in the amount of $200,000 to balance the budget. When allocation of the American Rescue Plan Act (ARPA) funds are considered, the City Council may consider allocating funds to the Foundation since supporting non-profit organizations is an eligible use of ARPA funds, thereby reimbursing the Pittsburg Power Company; and

WHEREAS, the management supports the proposed operating budget for Fiscal Year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED by Pittsburg Arts and Community Foundation, Inc. Board as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.

Section 2. The proposed Fiscal Year 2021-22 budget for the Foundation is reasonably related to and/or in furtherance of the Foundation's charitable purposes as stated in the Articles of Incorporation.

Section 3. Those funds are hereby and shall be appropriated in the estimated revenue of $1,284,379 and expenditures of $1,481,111.

Section 5. The Executive Director is hereby authorized to approve payment of goods and services received by the Pittsburg Arts and Community Foundation, Inc. in accordance with the Foundation's approved budget, programs and policies.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Pittsburg Arts and Community Foundation Board at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Alice E. Evenson, Agency Secretary

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Authorizing the Use of the Pittsburg Power Company Fund Balance to Supplement the Pittsburg Arts and Community Foundation Fiscal Year 2021-22 Deficit	)))))	RESOLUTION NO. 21-

WHEREAS, the Pittsburg Arts and Community Foundation (Foundation) provides community benefit to the residents of Pittsburg through the arts and literacy programs; and

WHEREAS, the Foundation is seeking funds in the amount of $200,000 to offset the deficit and balance the Foundation Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the Governing Board proposes to use the Pittsburg Power Company (PPC) fund balance to provide funding to the Foundation for the purpose of balancing the Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, when allocation of the American Rescue Plan Act (ARPA) funds are considered, the City Council may consider allocating funds to the Foundation since supporting non-profit organizations is an eligible use of ARPA funds, thereby reimbursing the PPC's fund balance.

NOW, THEREFORE, the Governing Board of the Pittsburg Power Company DOES RESOLVE as follows:

Section 1. Findings and Authorization

A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.

B. The amount of $200,000 is transferred from PPC Fund Balance into Foundation Fund No. 560 to offset the deficit and balance the Foundation Operating Budget for Fiscal Year 2021-2022.

C. The Executive Director or his/her designee is hereby authorized to approve payment of goods and services received by the PPC in accordance with its approved budgets, programs, and policies.

D. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting held on the 20th day of September 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

City of Pittsburg

Item No. 17
Pittsburg Arts and Community Foundation Fiscal Year 2021-22 Operating Budget

Proposed FY 2021-22 Budget

Revenues	$ 1,284,379
Expenses	$ 1,481,111
Net	**$ (196,732)**

Highlights for FY20/21

- Railroad Book Depot implemented a virtual bookstore allowing for online sales during pandemic
- Relocation from Art Shack to the Old Town Art Centre
- Offering of art classes and exhibits resumed April 2021
- Outdoor art exhibits held in conjunction with car shows

Budget Assumptions for FY20/21

Revenues:

- Reduction of large fundraising events due to COVID-19 restrictions
- Reduction in expected grant funding
- Anticipated rents delayed due to commercial rent moratorium
- Scully Foundation grant expected in the amount of $900,000 for California Theatre improvements

Expenditures:

- Railroad Book Depot operations
- Literacy/Art programs

Recommendation

Staff recommends the Board approve the resolution adopting the proposed Pittsburg Arts and Community Foundation Operating Budget for FY 2021-22.

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Adopting the 2020 Urban Water Management Plan and Water Shortage Contingency Plan

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The City is required by the Urban Water Management Planning Act to prepare and adopt an Urban Water Management Plan every five years that documents the City's plans for securing water supplies to meet current and future demand. The 2020 Plan is attached to this report for the City Council's consideration for adoption.

FISCAL IMPACT

None from this action. However, urban water suppliers that do not prepare, adopt, and submit an urban water management plan to the California Department of Water Resources are ineligible for funds or drought assistance from the State.

RECOMMENDATION

City Council resume the public hearing for additional public comment, close the public hearing, and adopt the resolution adopting of the 2020 Urban Water Management Plan.

BACKGROUND

On June 6, 2016, the City Council approved Resolution 16-13192 adopting the 2015 Urban Water Management Plan (UWMP). The 2020 UWMP addresses additional amendments to the UWMP Act that have occurred since the 2015 plan, as well as new guidelines established by the State's Department of Water Resources (DWR).

The UWMP Act requires every urban water supplier providing water to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP every five years. At the time of preparation of the 2020 UWMP, the City supplied water to over 20,300 active services connections.

The 2020 UWMP used data from July 1, 2019, to June 30, 2020, and includes complete 2020 data, as required by DWR guidelines.

The draft 2020 UWMP is attached to this report and is available for viewing at the City Clerk's office (65 Civic Avenue) and may be downloaded from the City's website. Public comments will be accepted until the public hearing is closed.

On August 16, 2021, City Council opened the public hearing and kept the hearing open for continued comments through September 20, 2021. On September 1, 2021, the Notice of Public hearing was published in a newspaper of general circulation. At tonight's meeting the City Council will continue to take public comment, close the hearing and consider adoption of the UWMP.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

The City's 2020 UWMP is an update to the 2015 Plan adopted by the City Council on June 6, 2016 and documents the City's plan to ensure adequate water supply to meet existing and future demand under a range of water supply conditions, including shortages.

Water-service planning allows the City to evaluate its goals for reliable supply and water use efficiency, identify opportunities and challenges to maximize the beneficial use of water, and provide an additional public forum for discussion of issues that impact water resources.

The 2020 UWMP presents forecasted water supplies and demand and describes the City's opportunities to manage water demand and use recycled water. The plan also includes population estimates based on a projected City growth rate of 1.3%. For example, the plan forecasts that the City's population will be 109,700 in 2045.

The updated UWMP incorporates recommendations from the City's principal water supplier, the Contra Costa Water District (CCWD), as detailed in the district's Future Water Supply Study, and CCWD's own 2020 Urban Water Management Plan. As the City's raw water wholesaler, CCWD provided information on water supply reliability and drought risk. Delta Diablo provided data on wastewater treatment and water recycling.

The Plan also includes a Water Shortage Contingency Plan that specifies demand management measures and provisions for using recycled water. Chapter 5 of the attached 2020 UWMP discusses the City's plan to reduce water use to meet Water Use Target (see Table 7-F). The 2020 water use target is 131 gallons per capita per day (gpcd). In Pittsburg, the rate of actual daily water use per person in 2015 was 116 gallons per day, and in 2020 was 111 gallons per day. Both meet the 2020 target.

The City has already taken steps to help ensure water use continues to meet the 2020 target, including: (1) installing an irrigation control system for 71 landscaped areas in the City; (2) extending the recycled water system to new sites (3) adopting a Landscape Maintenance Master Plan aimed at reducing water demand in parks, medians, and rights-of-way; and (4) implementing monthly water budgets for large landscape accounts.

Public Participation
On July 28, 2021, staff posted a notice on the City website alerting customers that preparation of the updated UWMP was underway and providing a City contact for more information. A Notice of Public Hearing to receive comments on the draft UWMP was published in the East Bay Times, a major local newspaper of general circulation in the City's service area. The notice advised the public that copies of the draft 2020 UWMP were available for review at the City Clerk's office prior to the hearing, or on the City's website, and that written comments could be sent to the City until September 20, 2021.

Wholesale and Retail Coordination
In May 2021, the City sent CCWD and Delta Diablo notification letters stating that the 2020 UWMP was being prepared. Delta Diablo provided data on wastewater treatment and current and projected water recycling. The City also provided CCWD with a memorandum outlining the requested data, such as projections for water demand, use of groundwater use and population forecasts.

County Notification
In May 2021, Contra Costa County was notified by mail that the City's 2020 UWMP was under preparation.

ATTACHMENTS: Resolution
Draft 2020 Urban Water Management Plan
Draft 2020 Water Shortage Contingency Plan

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the 2020 Urban Water Management Plan) RESOLUTION NO. 21-

WHEREAS, the City of Pittsburg operates and maintains a potable water system for Pittsburg water customers; and

WHEREAS, as a municipal water service provider to more that 3,000 customers, the City is required by the Water Code of the State of California (Water Code section 10610 et seq., known as the Urban Water Management Planning Act) to develop an Urban Water Management Plan every five (5) years; and

WHEREAS, the City of Pittsburg has prepared and circulated for public review the 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan (the "Plan") and properly noticed the public regarding adoption of the Plan.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The Plan for the City of Pittsburg was prepared following applicable standards developed by the California Department of Water Resources and represents the City's effort to meet applicable standards under the Water Planning Act.

Section 2. The Plan was developed by Akel Engineering Group, Inc., and City staff in coordination with water supply information provided by Contra Costa Water District and information provided by other applicable sources.

Section 3. The Plan is approved, and the Public Works Director/City Engineer is authorized and directed to submit the Plan to the California Department of Water Resources, the California State Library and Contra Costa County within 30 days of adoption.

PASSED AND ADOPTED by the City Council of the City of PITTSBURG at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CITY OF PITTSBURG

2020
URBAN WATER MANAGEMENT PLAN

Final Draft

July 2021

AKEL
ENGINEERING GROUP, INC.

AKEL
ENGINEERING GROUP, INC.

Smart Planning Our Water Resources

July 27, 2021

City of Pittsburg
357 E 12th Street
Pittsburg California, 94565

Attention: Jason Moser, Project Manager

Subject: **2020 Urban Water Management Plan**

Dear Jason:

We are pleased to submit the City of Pittsburg 2020 Urban Water Management Plan (2020 UWMP) which is intended to address the Urban Water Management Planning Act (UWMPA) of 1983 and amendments thereof.

The City's 2015 UWMP received letters of review and completeness from the Department of Water Resources. This 2020 UWMP addresses additional amendments to the UWMPA and new guidelines established by the Department of Water Resources, including a 2020 Water Shortage Contingency Plan (2020 WSCP), as a separate document. Water supply reliabilities and demands are projected through a planning horizon of 2045.

We extend our thanks to you, Richard Abono, Public Works Director, Gina Haynes, Senior Civil Engineer, and other City staff whose courtesy and cooperation were valuable in reviewing and completing this study.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

Enclosure: 2020 Urban Water Management Plan

7433 NORTH FIRST STREET, SUITE 103 • FRESNO, CALIFORNIA 93720 • (559) 436-0600 • FAX (559) 436-0622
www.akeleng.com

City of Pittsburg
2020 Urban Water Management Plan

Contact Sheet

Date this plan was submitted to the Department of Water Resources:

Name of Person(s) preparing this plan:

Jason Moser, Project Manager
City of Pittsburg
Phone: (925) 225-6997
Email: jmoser@ci.pittsburg.ca.us

Tony Akel, P.E., Project Manager
Akel Engineering Group, Inc.
Phone: (559) 436-0600
Fax (559) 436-0622
Email: takel@akeleng.com

The Water supplier is a Municipality

The Water supplier is a Retailer

Utility Services provided by the water supplier include: Water, Sewer

Is this Agency a Bureau of Reclamation Contractor? No

Is this Agency a State Water Project Contractor? No

Acknowledgements

City Council

Merl Craft, Mayor

Holland Barrett White, Vice Mayor

Shanelle Scales-Preston

Juan Antonio Banales

Jelani Killings

Management Personnel

Richard Abono, Public Works Director/City Engineer

Jason Moser, Water Plant Superintendent

Gina Haynes, Senior Civil Engineer

City of Pittsburg
2020 Urban Water Management Plan

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CHAPTER 1 – INTRODUCTION AND OVERVIEW

This chapter introduces the purpose of the Urban Water Management Plan (UWMP) and its importance to the City of Pittsburg (City) as well as Department of Water Resources (DWR). This chapter also includes the coordination and outreach that took place for this UWMP to come to fruition as well as documenting the milestones for adopting the UWMP and for submitting it to the DWR.

1.1 BACKGROUND AND PURPOSE

Water suppliers must submit an Urban Water Management Plan to the Department of Water Resources in accordance with California Water Code requirements. The purpose of the UWMP is to review and maintain the reliability of urban water supplies, ensure that future beneficial use can be complemented by sufficient water supply, continue to promote policies and programs that benefit water conservation, and provide a means for response during water supply shortages and drought conditions. In addition to being filed every five years, the Urban Water Management Plan must satisfy requirements defined in the Urban Water Management Planning Act (UWMPA) of 1983 and any amendments thereof.

Since passage of the UWMPA, there have been more than 20 amendments to the Act. According to the UWMPA, an UWMP must be prepared by an urban water supplier that supplies over 3,000 acre-feet (AF) of water a year, or services 3,000 or more connections.

In April 2018, DWR completed the review of the City's 2015 UWMP and its supplements, and issued a letter of completeness. The UWMPA has undergone significant expansion and revision since the last UWMP Guidebook was prepared in 2015. Prolonged droughts, groundwater overdraft, regulatory revisions, and changing climatic conditions affect not only each Supplier's water reliability determinations, but also the broad picture of statewide water reliability overseen by DWR, the State Water Resources Control Board (State Water Board), and the Legislature. Accordingly, the Act has grown to address changing conditions, and it guides California's water resources management.

Thus, this 2020 UWMP includes updates to the 2015 UWMP and addresses additional amendments to the UWMPA and new guidelines established by DWR. This report references the tables required by DWR in their 2020 UWMP Guidebook published in March 2021, which have been completed and included in **Appendix A**.

1.2 URBAN WATER MANAGEMENT PLANNING AND THE CALIFORNIA WATER CODE

The drought of 1976-1977 created shortages of water supplies throughout California. With several cities and water districts/agencies witnessing reduction in their water supplies and having to look for additional water sources elsewhere, an immediate need for a statewide, local level, long-term water management planning arose. To dramatically reduce future emergencies caused by inadequate planning of water resources, the Urban Water Management Planning Act was proposed and adopted in 1983. State Assembly Bill 797 modified the California Water Code Division 6 in 1983, creating the UWMPA. Since this Assembly Bill, more than 20 amendments have changed the quantity of data required, as well as increasing the planning elements included in this 2020 plan.

Early amendments to the UWMPA required 20-year planning horizons in 5-year increments for the comparison of water use to sources of water supply. More recently, these planning projections have been extended to 25-year planning horizons in order to maintain the 20-year projections, while the subsequent UWMP is completed.

Additional amendments included requirements that water supplier's UWMP provide provisions for a Water Shortage Contingency Plan, which would meet the specifications set forth in the UWMPA; demand management measures; and provisions for recycled water use. Recycled water use was added to reporting requirements due to its additional reliability for alternative water supply, and most notably, as an additional supply for future water use demand. Individual water purveyors, in coordination with other water purveyors in the same general area and to the extent practicable, must work to prepare the Water Shortage Contingency Plan. The individual water supplier must also describe the water demand management measures that are currently in practice, or those scheduled to be practiced.

More than 15 amendments have been passed since the year 2000, amending the UWMPA and increasing reporting for the UWMP. Included in these amendments are SB 610 (Costa, 2001) and AB 901 (Daucher, 2001), which require urban water purveyors to review information regarding water to supply new large developments. Additionally, SB 318 (Alpert, 2004) requires the plan to review opportunities involved in the development of desalinated water, included but not limited to, ocean, brackish, and groundwater, as a long-term supply. AB 105 (Wiggins, 2004) requires suppliers to submit their completed UWMP to the California State Library. SBX7-7 requires the state and its municipal water purveyors to achieve a 20 percent reduction in urban per capita water usage by the year 2020. The "20X2020" plan is intended to reduce water usage per capita by 10% by the year 2015, and 20% by the year 2020.

The most recent of these amendments are:

- AB2242 (2018) requires an urban water supplier to include in its UWMP an assessment of the reliability of its water service to customers during normal, dry, and multiple dry years,

including a repeat of the five consecutive historic driest years the urban water supplier has experienced.

- SB606 (2018) adds new requirements to the UWMP process as well as established updated urban water use objectives and water use reporting requirements:
    - Prepare a drought risk assessment that examines water shortage risks for a drought lasting for the next five years.
    - Prepare a comprehensive Water Shortage Contingency Plan that will include water budgeting forecast procedures, standard water shortage levels, shortage response actions, and other protocols.
    - Enacts an annually required water supply and demand assessment wherein an urban water supplier will assess local demand and supply conditions and provide that information to DWR.

1.3 REPORT ORGANIZATION

This report is organized in accordance with the outline suggested by the Department of Water Resources for the 2020 Urban Water Management Plans.

Chapter 1 – Introduction and Overview. This chapter introduces the purpose of the Urban Water Management Plan (UWMP) and its importance to the City of Pittsburg (City) as well as Department of Water Resources (DWR).

Chapter 2 – Plan Preparation. This chapter describes the process that was used for the development of the UWMP. This chapter also includes the coordination and outreach that took place for this UWMP to come to fruition, as well as documenting the milestones for adopting the UWMP and for submitting it to the DWR.

Chapter 3 – System Description. This chapter describes the City's water service area. This description includes discussion of the City's location, the boundaries of the water service area, existing and future land use types, and climate. This chapter also summarizes the historical and projected population as well as a review of the City's demographics and socioeconomic conditions.

Chapter 4 – System Water Use. This chapter provides a description of the current and projected water uses within the City's service area. Additionally, a description of recycled water uses is provided. Water demands are projected through the year 2045.

Chapter 5 – Baseline and Targets. This chapter summarizes the methods used to estimate the target water use. As part of the 2020 UWMP update, this chapter evaluates if the City achieved the required water use reduction target.

Chapter 6 – System Supplies. The purpose of this chapter is to summarize the City's current and planned potable and non-potable water supply sources and volumes. This includes a description of each source and quantify the supply availability for each supply identified. Ongoing planning efforts for the potential use of recycled water within the City's service area are also summarized.

Chapter 7 – Water Supply Reliability. This chapter assesses the reliability of the City's water supply under normal conditions, single year dry conditions, and five-year dry conditions. The reliability assessment includes a comparison of projected water use versus expected water supply for the next 25 years. This chapter also includes the newly required Drought Risk Assessment, which is a review of the capability of the City's water supplies to meet demand for the next five years assuming a five-year drought occurs.

Chapter 8 – Water Shortage Contingency Plan. This chapter summarizes the City's Water Shortage Contingency Plan (WSCP). The WSCP is a separately adopted planning document that most notably outlines levels of water shortage conditions, demand reduction methods to be implemented in the event of a water shortage and the process the City will implement to perform an annual Supply and Demand assessment. The WSCP also includes discussion of the City's communication protocols during a water shortage, methods of determining compliance and enforcing water use prohibitions, estimating the financial consequences of a water shortage, and the methods the City has in place to monitor and report the effectiveness of any water demand reduction methods implemented.

Chapter 9 – Demand Management Measures. This chapter summarizes the demand management measures, which are additional measures the supplier plans on implementing to achieve its water use targets and maintain ongoing water conservation.

Chapter 10 – Plan Adoption, Submittal and Implementation. This chapter summarizes the process for adopting and submitting the UWMP as well as the ways the public can access the adopted UWMP.

1.4 PUBLIC PARTICIPATION AND PLAN ADOPTION

Law

> *10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published ... After the hearing, the plan shall be adopted as prepared or as modified after the hearing.*

The UWMPA requires that the adopted UWMP demonstrate the water agency solicited public participation. In accordance with the stated law, the City held a public hearing for members of the community to provide comments, learn about existing and future water supplies of the city, and

raise concerns towards the plan being adopted. A notice of the public hearing was published in the local newspaper August 2nd & 9th, 2021, notifying interested parties that the draft 2020 UWMP was available at various City facilities and on the City's web page (www.ci-pittsburg.ca.gov) for review two successive weeks prior to adoption. After public hearing, the plan was adopted on September 20, 2021.

1.5 UWMPS AND GRANT OR LOAN ELIGIBILITY

Law

10608.56	*(a) On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.* *(c) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier …applicable to the water funds.* *(e) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier … as a disadvantaged community.* *(f) The department shall not deny eligibility to an urban retail water supplier or agricultural water supplier … is not implementing all of the requirements of this part or Part 2.8 (commencing with Section 10800).*
10656	*An urban water supplier is not eligible for a water grant or loan awarded or administered by the state unless the urban water supplier complies with this part.*

Beginning in 2016 changes to California law require that urban retail water suppliers must comply with water conservation requirements established by the Water Conservation Act of 2009 in order to be eligible for State water grants or loans. For 2020 UWMPs, compliance with the Water Conservation Act of 2009 means that a water agency must have met its 2020 Urban Water Use Target, discussed further in Chapter 5; this compliance must be reported in the 2020 UWMP.

1.6 PREVIOUS URBAN WATER MANAGEMENT PLANS

The City of Pittsburg prepared a 2015 UWMP, which was adopted on June 6th, 2016. This UWMP documented the SBX7-7 baseline per capita was use, as well as the interim and 2020 water use targets. This UWMP documented the groundwater conditions, future water supply projects, the water shortage contingency plan, and demand management measures implemented to reduce water demands. The 2015 UWMP serves as a benchmark for the 2020 UWMP, as the 2020 UWMP will update the target projections consistent with the final Guidebook release from the Department of Water Resources.

CHAPTER 2 – PLAN PREPARATION

This chapter describes the process that was used for the development of the UWMP. This chapter also summarizes the coordination and outreach that was conducted during the preparation of the UWMP.

2.1 BASIS FOR PREPARING A PLAN

The California Water Code (CWC) defines an "Urban water supplier" as a publicly or privately owned supplier of water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. At the time of preparation of the 2020 UWMP the City supplied water to over 20,300 active service connections, as summarized in Table 2-1, thereby qualifying as an urban water supplier and required to prepare an Urban Water Management Plan.

Table 2-1 Public Water Systems

Public Water System Number	Public Water System Name	Number of Municipal Connections 2020	Volume of Water Supplied 2020 (AF)
0710008	City of Pittsburg	20,328	9,232

2.2 REGIONAL PLANNING

The City's 2020 UWMP is prepared as an individual UWMP and the City is not part of any regional alliance for planning purposes, as summarized in Table 2-2. However, the City does cooperate with other agencies, including the Contra Costa Water District, in the preparation of its UWMP.

Table 2-2 Plan Identification

Select Only One	Type of Plan	Name of RUWMP or Regional Alliance
☑	**Individual UWMP**	
	☐ Water Supplier is also a member of a RUWMP	Contra Costa Water District Alliance
	☑ Water Supplier is also a member of a Regional Alliance	
☐	**Regional Urban Water Management Plan (RUWMP)**	

2.3 INDIVIDUAL OR REGIONAL PLANNING AND COMPLIANCE

Consistent with the 2015 UWMP, the 2020 UWMP reports solely on the City's service area and is not a part of a regional alliance or regional urban water management plan (RUWMP).

2.4 FISCAL OR CALENDAR YEAR AND UNITS OF MEASURE

This UWMP has been prepared using fiscal year data, starting on July 1st and ending on June 30th of every year. This 2020 UWMP reports for FY2020 (July 1st 2019 to June 30th 2020) and includes complete 2020 data, as required by the DWR guidelines. The units of measure reported in all tables are acre-feet (AF), as shown in Table 2-3. The City is not a wholesale supplier.

Table 2-3 Supplier Identification

Type of Supplier	
☐	Supplier is a wholesaler
☑	Supplier is a retailer
Fiscal or Calendar Year	
☐	UWMP Tables Are in Calendar Years
☑	UWMP Tables Are in Fiscal Years
If using fiscal years provide month and data that the fiscal year begins (mm/dd)	
7/1	
Units of Measure Used in UWMP[1]	
AF	

Notes:

1. Units of DWR required tables are consistent in SBX7-7 compliance tables.

2.5 COORDINATION AND OUTREACH

The City is located within the Contra Costa Water District (CCWD) service area and received approximately 83% of its 2020 water supply from CCWD. CCWD provides untreated surface water, pumped from the Sacramento-San Joaquin Delta (Delta), which is delivered to the City's treatment facility via the Contra Costa Canal. Wastewater collected throughout the sewer service area is conveyed to the Delta Diablo Sanitation District (DDSD) Wastewater Treatment Plant (WWTP), where it is treated.

2.5.1 Wholesale and Retail Coordination

The preparation of the City's 2020 UWMP included coordination with CCWD and DDSD. Both CCWD and DDSD were notified by the City in April 2021 that this 2020 UWMP was under preparation. CCWD, as the City's wholesaler, provided information on water supply reliability and drought risk assessment findings as well as providing the draft 2020 UWMP for use in preparing the City's 2020 UWMP.

2.5.2 Coordination with Other Agencies and Community

The City has historically participated in integrated water resources planning and IRWM planning for the ECC IRWM Region The City has notified regional stakeholders of the draft plan availability and also made the draft plan available to the public in hard copy form and electronic form. The wholesale water suppliers informed of the City's projected water use are shown in Table 2-4.

Table 2-4 Water Supplier Information Exchange

Wholesale Water Supplier Name
Contra Costa Water District

CHAPTER 3 – SYSTEM DESCRIPTION

This chapter describes the City's water service area. This description includes discussion of the City's location, the boundaries of the water service area, existing and future land use types, and climate. This chapter also summarizes the historical and projected population as well as a review of the City's demographics and socioeconomic conditions.

3.1 GENERAL DESCRIPTION

This section documents the City's location, service area, land use, and socioeconomic conditions.

3.1.1 Location

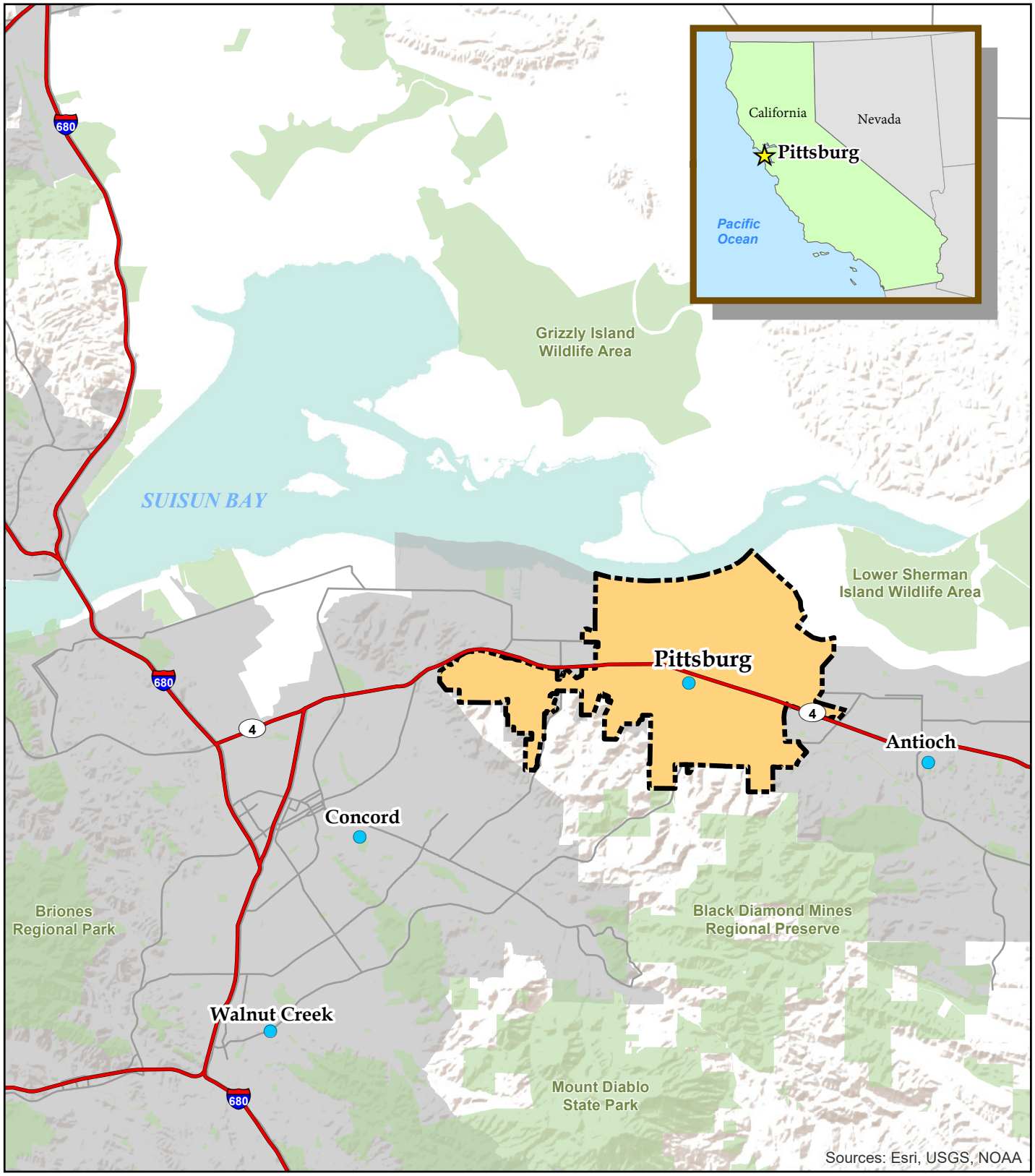
The City of Pittsburg is located on the eastern side of California's San Francisco Bay in Contra Costa County, as shown in **Figure 3-1**. It is bound on the north by the Suisun Bay, the City of Antioch on the east, and is surrounded by undeveloped hills to the south and the Concord Naval Weapons Station on the west.

3.1.2 Water Service Area

The City's water service area is consistent with the City limits (**Figure 3-2**) and reflects a total area of approximately 15.6 square miles. The water service area is a subset of the Pittsburg Planning Area, which is a larger area that extends beyond the City limits to the Sphere of Influence and is generally undeveloped. A portion of this undeveloped planning area, defined by the Urban Limit Line approved in 2007, is planned for eventual service by the City as development continues.

3.1.3 Land Use

The City's General Plan was adopted in 2004 and identified the planned future growth within the City's Urban Limit Line. Subsequent amendments to the General Plan Land Use modified these future land use conditions. The City is in the process of preparing the 2040 General Plan, which reflects an update to the planned land use condition. At the time of the preparation of the 2020 UWMP the City was in the process of selecting a General Plan Land Use Alternative to be included in the finalized 2040 General Plan. The City is also in the process of updating the 2015 Water System Master Plan (WSMP) and the 2021 WSMP will evaluate both land use alternatives as a basis for demand estimates. The existing and future land use maps, extracted from the City's 2040 General Plan, are provided in **Appendix B** and are considered a reasonable basis for future water system planning.



Legend

- City Limits
- Protected Open Space
- Urbanized Area

PRELIMINARY

N
W GIS E
S

0 0.5 1 2 Miles

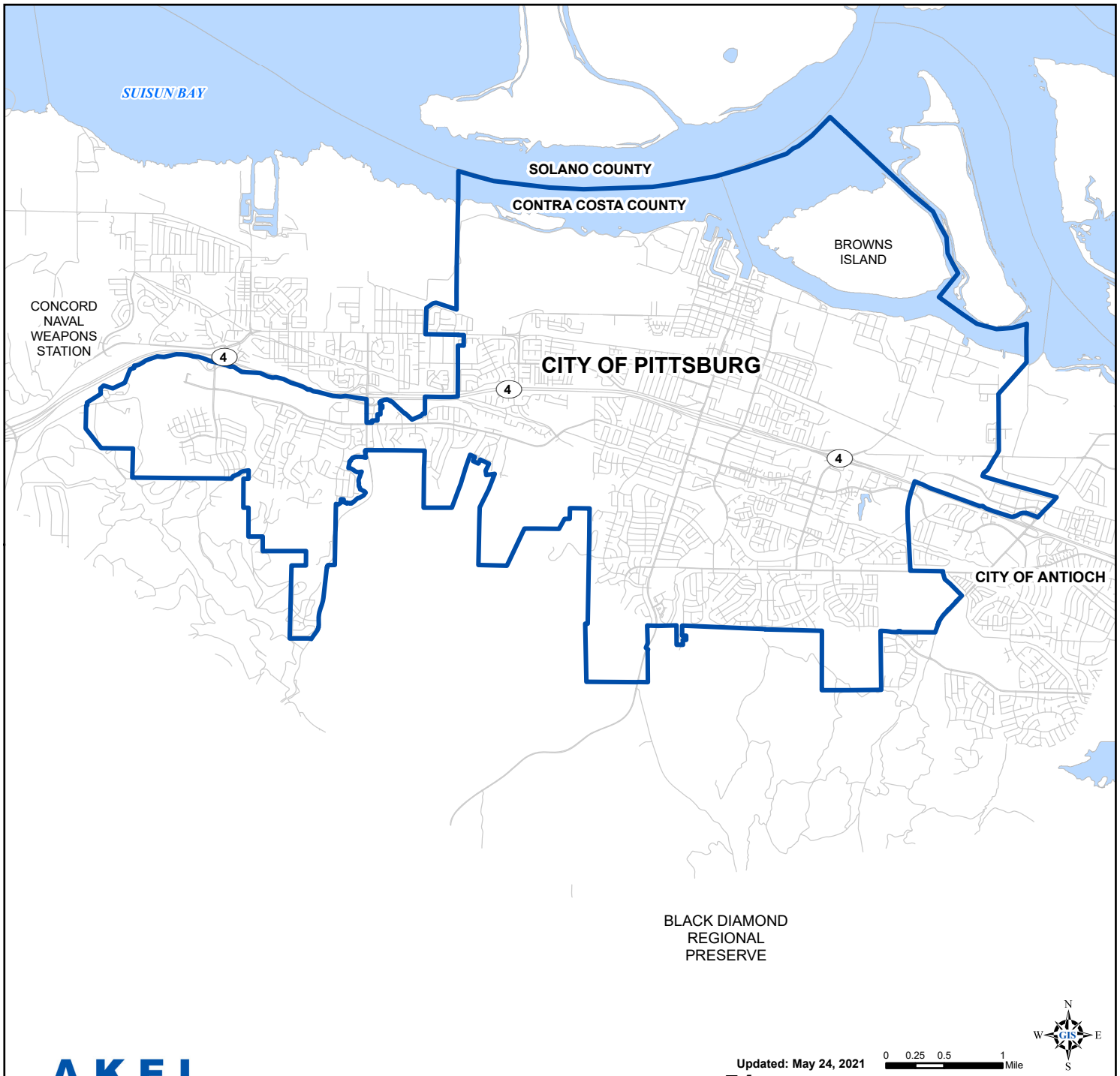
Updated: May 24, 2021

AKEL ENGINEERING GROUP, INC.

File Path: P:\xGIS\GIS_Projects\Pittsburg\Water\210521_2020 UWMP\PB_Fig3-1_ProjLoc_052421.mxd

Figure 3-1
Regional Location Map

2020 Urban Water Management Plan
City of Pittsburg



Legend

- City Limits
- Street Centerlines
- Water Bodies

PRELIMINARY

Figure 3-2
Existing Service Area

2020 Urban Water Management Plan
City of Pittsburg

Updated: May 24, 2021

AKEL ENGINEERING GROUP, INC.

File Path: I:\GIS\GIS_Projects\Pittsburg\Water\210521-2020 UWMP\PB_Fig3-2_ServiceArea_052421.mxd

3.1.4 Socioeconomic Conditions

Based on data from the U.S. Census American Community Survey the City has a median household income of approximately $74,500 per year and a per capita income of approximately $30,000 per year as of 2019. Approximately 21.2% of the population has a bachelor's degree or higher and 79.5% have a high school diploma or higher. Approximately 12.9% of the population live below the poverty line.

According to population and housing statistics prepared by the California Department of Finance the City has an average household occupancy of 3.22 people per household. Approximately 77% of the current residential units are single family residences, with the other 23% reflecting multiple family dwelling units. The 2020 residential vacancy rate is approximately 7.6%. In 2020, 48% of the City's water use was by single family homes and 13% of the water use by multi-family homes.

According to the 2019 ESRI Business Analysis, the primary sectors of employment include Services and Retail Trade sectors, which account for 39.4% and 22.3% of businesses, respectively. Businesses within Services and Retail Trader sectors comprise 823 of 1,293 businesses within the City. Out of the 1,293 businesses in Pittsburg are a small amount report 100 or more employees.

3.2 CLIMATE DATA

The following sections include a description of the City's historical climate data as well as a general summary of the potential impacts due to climate change.

3.2.1 Historical Climate Data

The City experiences a Mediterranean climate with hot summers and mild winters. Average summer temperatures range from highs in the upper 90s to lows in the 50s. Winter temperatures range from the 60s to the low 30s. Average climate data is included in Table 3-1.

Table 3-1 Average Climate Data

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Rainfall (inches)	2.8	2.4	2.0	0.9	0.4	0.1	0.0	0.0	0.2	0.6	1.6	2.2	**13.2**
Max. Daily Temp. (°F)	54.0	60.3	65.5	71.6	78.6	86.1	91.1	89.9	86.3	77.4	64.4	54.9	**73.3**
Min. Daily Temp. (°F)	37.1	41.0	43.4	46.4	51.4	56.3	57.6	56.9	55.3	50.3	43.1	37.4	**48.0**
Average ETo (inches)	1.3	2.0	3.3	4.7	6.3	7.3	7.5	6.7	5.0	3.4	1.8	1.1	**50.2**

Note:
1. Source: WRCC station 040232 from 3/1955 – 5/2016
2. Source CIMIS Station 170 from 4/2001 - Current

Average precipitation is 13.2 inches a year, occurring predominantly from November through April. The warmer season of May through October creates a high demand for landscape water. Historical rainfall in the city is shown in Figure 3-3 and has ranged from 1.6 inches to in 2011 to 37.8 inches in 1983.

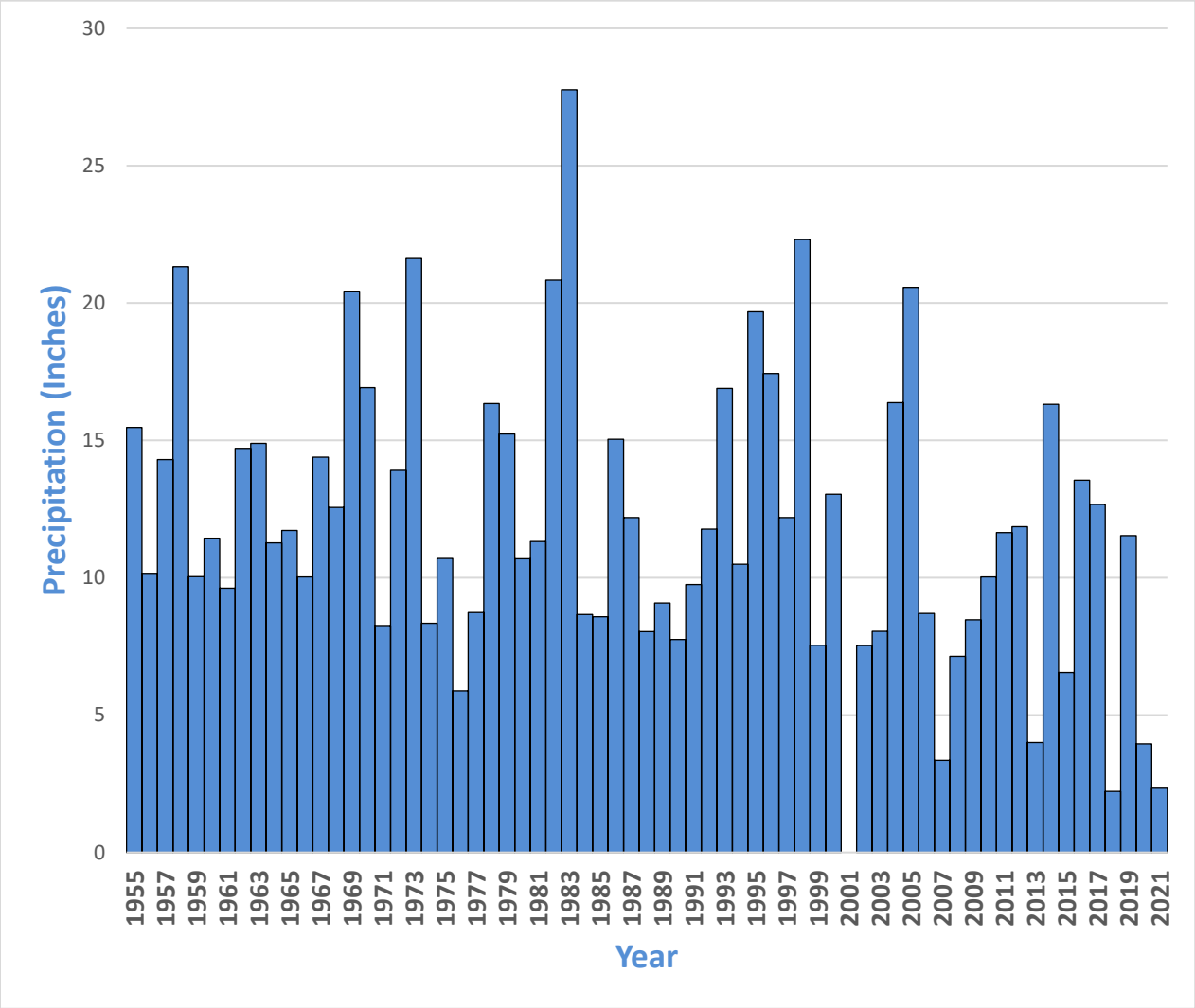


Figure 3-3 Historical Annual Rainfall

3.2.2 Climate Change

The following sections summarize the potential impacts to the City's water service area due to climate change. The ECCC IRWM plan update included a climate change vulnerability assessment for East Contra Costa County, which includes the City's service area. This section also includes a brief summary of local climate change modeling data available from the State of California's Cal-Adapt Climate Modeling System.

3.2.2.1 Water Supply

The City's potable water supply is comprised of two sources, both of which are treated at the Water Treatment Plant (WTP). These sources include surface water deliveries supplied by the Contra Costa Water District (CCWD), which makes up the vast majority of the City's supply, as well as groundwater supplies provided from two groundwater wells.

CCWD, in addition to other water suppliers, maintains intakes in the Delta as a source of surface water supply. This water source is considered unreliability due to already observed effects of seasonal runoff patterns and reduced waters supply reliability. Additionally, the quality of freshwater in the Delta is dependent on the operation of existing Central Valley Project/State Water Project (CVP/SWP) storage reservoirs, which are impacted by changes in snowpack and upstream river conditions. Sea level rise also has the potential to render unusable CCWD's existing Delta intake, with sea water inundation producing brackish or saline water.

Consistent with other regional efforts CCWD has implemented adaptation measures to address the impacts of climate change, including the operation of the Los Vaqueros Reservoir as a blending water source to offset saline water conditions. CCWD also operates the Delta intakes to maximize water quality and minimize pumping costs.

3.2.2.2 Groundwater

The City operates two groundwater wells which act as an additional source of water supply. While the City's current groundwater supply is generally considered reliable during various normal and dry water years changes, in local hydrology could affect the current natural recharge rates. This change could result in a reduction in the amount of groundwater that could be pumped sustainably. Recharge projects and participation in regional groundwater management planning efforts will help mitigate the effect of climate change on groundwater supplies.

3.2.2.3 Flooding

Flooding due to levee overtopping or failure poses a risk throughout Eastern Contra Costa County. Levee failure or flooding could contribute to reductions in water supply reliability, water treatment, and wastewater treatment and disposal. Water intake facilities, such as those operated by CCWD in the Delta, could be susceptible to sea water inundation.

3.2.2.4 Water Quality

Climate change will likely impact water quality management throughout the Eastern Contra Costa County region. CCWD's Delta surface waters supply is susceptible to water quality problems such as increase salinity in Delta intakes, increased turbidity and pollutants transported by river and stream flows, increased spikes in disinfectant byproduct precursors, increased contaminant concentrations during droughts, and lower dissolved oxygen levels. Additionally, chloride, bromide, and total organic carbon present in Delta water would dramatically increase should existing levee protection systems fail.

3.3 SERVICE AREA POPULATION AND DEMOGRAPHICS

The City is a growing community with over 6.5 percent of the Contra Costa County population residing within the City limits. The City of Pittsburg has shown steady population growth over the last 20 years. In 1979, the City has 29,100 residents; the population increased to 41,600 by 1986, to 63,264 by 2010, and by 2020 the City's population was 74,321. The average growth rate over the past 10 years is 1.6% per year. The population projections for 2025 through 2040, shown in Table 3-2, are based on the historical average growth rate of approximately 1.6% per year. For the planning purpose, the average growth rate of 1.3% is applied to the population projections for 2040 through 2045.

According to 2019 United States Census Bureau's data, the City of Pittsburg has a racially diverse population which is White (35.4%), Black or African American (15.4%), American Indian and Alaska Native (0.8%), Asian (16.7%), Native Hawaiian and Pacific Islander (0.6%), Hispanic or Latino (43.4%), with the rest more than one race or other race.

Table 3-2 Population - Current and Projected

2020	2025	2030	2035	2040	2045
74,321	82,056	89,492	96,408	102,840	109,700

CHAPTER 4 – SYSTEM WATER USE

This chapter provides a description of the current and projected water uses within the City's service area. Additionally, a description of potential recycled water uses is provided. Water demands are projected through the year 2045.

4.1 NON-POTABLE VERSUS POTABLE WATER USE

The California State Water Code requires documentation of water use within the City's service area for potable, recycled, and raw water demands, as applicable. Currently the City only provides potable water supplies within the service area. However, Delta Diablo operates a recycled non-potable water distribution system that deliveries non-potable water supplies to customers within the City's service area. While the City is not responsible for the operation or maintenance of this non-potable water infrastructure, a summary of the current and projected non-potable water use is also included in the following sections.

4.2 WATER USES BY SECTOR

This section documents the historical and projected water use as well as the maximum day demand.

Law

10631. (d) (1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:

(A) Single-family residential.
(B) Multifamily.
(C) Commercial.
(D) Industrial.
(E) Institutional and governmental.
(F) Landscape.
(G) Sales to other agencies.
(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
(I) Agricultural.
(J) Distribution system water loss.

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

4.2.1 Historical Water Use

The City currently provides domestic water to residential, commercial, industrial, and institutional customers within the City limits. At the time of preparation of the 2020 UWMP, based on the most recently available data, the City had recorded water delivery service to 18,744 single family residential users, 421 multi-family residential accounts, 745 commercial, institutional, and industrial accounts, and 366 landscape accounts. In 2020, domestic water use totaled approximately 9,232 AF, as summarized in Table 4-1, which was a 5.2% increase from 2015 water use of 8,772 AF.

Table 4-1 Demands for Potable and Non-Potable Water – Actual

Use Type	2020 Actual		
	Additional Description	Level of Treatment When Delivered	Volume (AF)
Single Family		Drinking water	4,399
Multi-Family			1,184
Commercial			479
Industrial			889
Institutional/Governmental			152
Landscape			915
Other	Hydrant meter		23
Losses			1,192
Total			**9,232**

Note: Losses included apparent loss, real losses, unmetered and other miscellaneous non-revenue water.

Figure 4-1 displays water use compared to population, which shows decreases in water use following droughts in 2007-2010 and 2013-2016 despite a rising population during the time period.

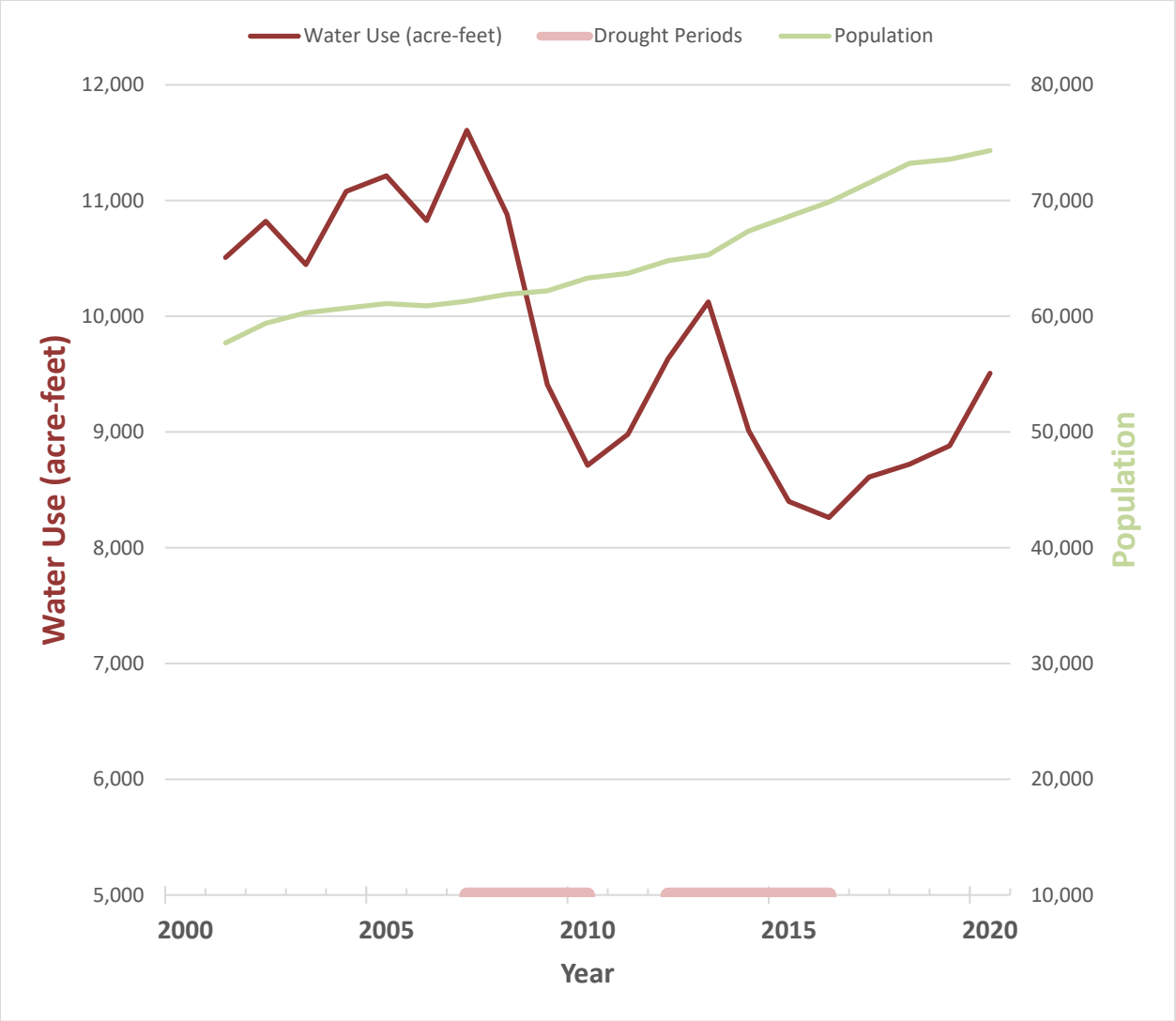


Figure 4-1 Historical Water Use and Population

4.2.2 Projected Water Use

Table 4-2 and Table 4-3, found on the following pages, summarize the potable water demand projection through the year 2045. To calculate the projected potable water demand through the UWMP planning horizon of 2045, a per capita water use of 120 gallons per day per capita (gpdc) was applied to the projected population. This per capita water use is less than the City's 2020 water use target and accounts for the effect of ongoing water conservation as well as active and passive water savings. The tables documenting the projected demands are summarized as follows:

- Table 4-2 summarizes the projected City-wide water demand by water use type. A line item for losses is included that reflects the difference between billed consumption and total

production and may include real and apparent losses as well as other sources of non-revenue water.

- Table 4-3 summarizes the total projected water demand, which includes projected recycled water demand. The recycled water demand projections are discussed in detail in Chapter 6.

Table 4-2 Use for Potable and Non-Potable Water - Projected

Use Type	Additional Description	Projected Water Use				
		2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Single Family		5,256	5,732	6,175	6,587	7,026
Multi-Family		1,415	1,543	1,662	1,773	1,891
Commercial		572	624	672	717	765
Industrial		1,062	1,158	1,248	1,331	1,420
Institutional/Governmental		181	198	213	227	242
Landscape		1,093	1,192	1,284	1,370	1,461
Other	Hydrant meters	28	30	33	35	37
Losses		1,424	1,553	1,673	1,784	1,903
Total		**11,031**	**12,030**	**12,960**	**13,824**	**14,745**

Note: Losses included apparent loss, real losses, unmetered and other miscellaneous non-revenue water.

Table 4-3: Total Water Use (AFY)

	2020	2025	2030	2035	2040	2045
Potable Water, Raw, Other Non-Potable (from Table 4-1 and Table 4-2)	9,232	11,031	12,030	12,960	13,824	14,745
Recycled Water Demand (from Table 6-4)	111	311	311	311	311	311
TOTAL WATER USE	**9,343**	**11,342**	**12,341**	**13,271**	**14,135**	**15,056**

4.2.3 Maximum Day Demand

Maximum Day Demand is a significant demand condition on the water supply system. This condition is defined as the maximum 24-hour use period in the year. Peaking factors are commonly used as a way of simulating the maximum day demand for future demand scenarios. This multiplier is assessed to the average day demand, and is commonly in the order of 2 to 2.5 times greater than the average day demand. However, the City's 2015 Water System Master Plan specified a maximum day demand peaking factor of 1.8. The Water System Master Plan is currently being updated. It is not anticipated that the maximum day peaking factor will change as a result of the update.

4.3 DISTRIBUTIONS SYSTEM WATER LOSSES

Law

10631 (d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following…

(J) Distribution system water loss

(3) (A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section

(B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.

(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.

As part of the 2020 UWMP update, urban water suppliers are required to quantify the previous five years distribution system water losses in a manner consistent with the American Water Works Association (AWWA) water system balance methodology. The City has completed the required water loss audit worksheet in accordance with the DWR guidelines and the projected losses from 2017 to 2020 are summarized on the following page in **Table 4-4**. The city-wide distribution system losses identified using the AWWA water system balance methodology for the 2020 UWMP were determined to be 946 AF.

Table 4-4 Last Five Years of Water Loss Audit Reporting

Reporting Period Start Date	Volume of Water Loss[2] (AF)
July 2015[1]	671
July 2016	568
July 2017	616
July 2018	745
July 2019	946

Note:
1. July 2015 reporting period water loss estimated based on recent water loss audits.
2. Water losses reported in Table 4-4 include real and apparent water losses.

4.4 ESTIMATING FUTURE WATER SAVINGS

Law

10631 (d)(4) (A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:
(i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.
(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these

Consistent with the 2015 UWMP, water savings from codes, standards and ordinances, typically known as passive savings, were considered in the demand projections. Water demand projections also include water demand estimates for lower income residences. For future water savings, the demand projections assume that the percentage of water savings due to codes and ordinances will increase proportionally with population.

Table 4-5 Inclusion in Water Use Projections

Are Future Water Savings Included in Projections?	Yes
Are Lower Income Residential Demands Included In Projections?	Yes

The City encourages system-wide water conservation in collaboration with its water wholesaler, CCWD. This collaboration includes ongoing customer outreach and multiple resources offered through the CCWD Water Conservation. The resources and programs implemented by the City and in coordination with CCWD are described in Chapter 9.

In addition to end use water conservation methods and programs, reductions in water use can be achieved from the implementation of state and local efficiency codes including the use of residential weather-based irrigation controllers and high efficiency landscape practices, all of which are expected to achieve additional water use reductions throughout the City's water service area.

4.5 WATER USE FOR LOWER INCOME HOUSEHOLDS

Law

10631.1 (a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

California Health and Safety Code 50079.5

(a) "Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families…In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.

SB 1087 (Florez, 2005) amended the UWMPA to require urban water suppliers to include single family and multi-family residential units for lower income households as identified by the City, County, or combination of both within the service area of the provider. According to the City's most recent Housing Element Update (2015-2023), an estimated 49% of households in the city are lower-income, defined as having incomes below 80% of the area median income, which includes low, very low, and extreme low-income households. Future per Housing Element, the

City's Regional Housing Need Allocation for 2014 through 2022 for lower income housing is 646 units.

For conservative planning purposes the average single family residential household water consumption rate was used to estimate the future water demands of these 646 lower income housing units. It should be noted that typically these lower income housing units are provided in the form of multi-family housing units, which have a lower household water use rate than single family residential. The projected demands documented the 2020 UWMP are incorporated by assuming that low income housing growth is consistent with medium and high income housing growth.

4.6 CLIMATE CHANGE

Pittsburg's water use varies by more than 50% seasonally. For example, in 2020 Fiscal Year, the minimum monthly water use was 563 AF January 2020, increasing to 986 AF in August 2019, suggesting that water demand in the City, in particular for landscape irrigation and industrial purposes, will increase as a result of more frequent, longer, and more extreme heat waves; increased air temperature; increased atmospheric carbon dioxide levels; changes in precipitation, winds, humidity, atmospheric aerosol and ozone levels; and population growth. Without additional conservation efforts, the effects of increasing temperature will increase these landscape irrigation, industrial cooling needs and challenge the City's water supply system.

As water conservation becomes permanently incorporated through the use of high efficiency fixtures and conservation mindsets, this leaves less room for water use reductions during a significant drought event. This hardening of water conservation makes the City potentially more vulnerable to the effects of climate change.

CHAPTER 5 – BASELINES AND TARGETS

Senate Bill X7-7 (SBX7-7) was approved by the Governor of California on November 10, 2009, This Senate Bill required urban water suppliers to set target goals for water conservation, which were to be achieved by the year 2020. These goals were referred to as the "20X2020" goals and included reducing per capita consumption by 20 percent by the year 2020. This chapter summarizes the methods used to estimate the target water use. As part of the 2020 UWMP update, this chapter evaluates if the City achieved the required water use reduction target.

Due to ongoing water conservation policies and practices within the City's service area the 2020 per capita water demand target has been achieved.

5.1 2010 UWMP BASELINE AND TARGETS

The evaluation of a supply source or storage needs for future growth is commonly achieved by evaluating past water consumption on a per person basis. The future needs of the supply source can then be evaluated by applying the per capita consumption rate, expressed as gallons per capita per day (gpcd), to the projected population. Table 5-1 summarizes the baseline periods and per capita water use targets determined as part of the SBX7-7 calculations. The City had an average gpcd of 161 from 1990 to 2007, while the average from 2008 to 2013 remained relatively flat at approximately 135 gpcd. Conservation efforts were successful in lowering the water consumption to a per capita water consumption rate of 116 gpcd in the year 2015, and 111 gpcd in the year 2020.

Table 5-1 Baselines and Targets Summary

Baseline Period	Start Year	End Year	Per Capita Water Use	
			Average Baseline (gpcd)	Confirmed 2020 Target (gpcd)
10-15 year	1999	2008	163	131
5 Year	2004	2008	163	

5.2 BASELINE PERIODS

This section discusses the baseline periods used in the UWMP. The baseline periods discussed in this section are consistent with the 2015 UWMP.

5.2.1 Determination of the 10-15 Year Baseline Period (Baseline GPCD)

Law

> *10608.12 (b) "Base daily per capita water use" means any of the following:*
>
> *(1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.*
>
> *(2) For an urban retail water supplier that meets at least 10 percent of its measure retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004 and no later than December 31, 2010.*

To adequately project future water use, SBX7-7 must be considered with the appropriate reductions. As part of the new requirements for reductions in water use, a range in years needs to be selected for calculating the base daily (historical) per capita water use.

SBX7-7 allows the selection of either 10 or 15 years as a base period for calculating the average consumption per capita. If the recycled water use exceeds 10 percent of potable water production, a 15-year base period is allowed. Otherwise, a 10-year base period should be used. Additionally, a 5-year base period is to be identified for interim target projections.

The 10-year to 15-year base period must end between December 31, 2004 and December 31, 2010; and the 5-year base period must end between December 31, 2007 and December 31, 2010.

The City's calculations for the base periods are documented on the following page in **SBX7-7 Table 1**. Since the recycled water usage in 2008 did not account for more than 10 percent of the total potable water production, the City uses a 10-year base period. The 10-year base period is selected based on the highest average per capita water use in any 10-year period within the DWR guidelines. The 2020 UWMP uses baseline periods consistent with 2015 UWMP, where the 10-year baseline period is defined as 1999 to 2008.

SBX7-7 Table 1 Baseline Period Ranges

Baseline	Parameter	Value	Units
10- to 15-year baseline period	2008 total water deliveries	11,649	Acre Feet
	2008 total volume of delivered recycled water	80	Acre Feet
	2008 recycled water as a percent of total deliveries	0.68%	Percent
	Number of years in baseline period[1]	10	Years
	Year beginning baseline period range	1999	
	Year ending baseline period range[2]	2008	
5-year baseline period	Number of years in baseline period	5	Years
	Year beginning baseline period range	2004	
	Year ending baseline period range[3]	2008	
[1] If the 2008 recycled water percent is less than 10 percent, then the first baseline period is continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater, the first baseline period is a continuous 10- to 15- year period.			
[2] The ending year must be between December 31, 2004, and December 31, 2010.			
[3] The ending year must be between December 31, 2007 and December 31, 2010.			

5.2.2 Determination of the 5-year Baseline Period (Target Confirmation)

Law

> *10608.12 (b).*
> *(3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.*

In order to confirm that the calculated 2020 Urban Water Use target meets the minimum water use reduction requirements, water use must also be calculated over a 5-year baseline period. The 2010 UWMP selected a 5-year range of 2004-2008, which yielded a 5-year average per capita water use target of 163 gpcd. Using the previously discussed baseline populations, the average per capita water use target over the same 5-year range was equal to 163 gpcd.

5.3 SERVICE AREA POPULATION

Law

> *10608.20 (e) An urban retail water supplier shall include in its urban water management plan due in 2010…the baseline daily per capita water use, …along with the bases for determining those estimates, including references to supporting data.*
> *(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.*
> *10644 (a)(2) The plan…shall include any standardized forms, tables, or displays specified by the department*

California DOF population estimates were used to determine historical populations as part of the 10-year average per capita water use, as indicated in **SBX7-7 Table 2**. The baseline service area population was updated with the DOF estimates based on the 2010 census data and is summarized on the following page in **SBX7-7 Table 3.** This updated population over the baseline period is used in the calculation of the baseline period average per capita water use.

SBX7-7 Table 2 Method for Population Estimates

Method Used to Determine Population	
☑	**1. Department of Finance (DOF)** DOF Table E-8 (1990 - 2000) and (2000-2010) and DOF Table E-5 (2011 - 2020)
☐	**2. Persons-per-Connection Method**
☐	**3. DWR Population Tool**
☐	**4. Other**

SBX7-7 Table 3 Service Area Population

Year		Population
10 to 15 Year Baseline Population		
Year 1	1999	55,461
Year 2	2000	53,338
Year 3	2001	57,031
Year 4	2002	57,723
Year 5	2003	58,416
Year 6	2004	59,108
Year 7	2005	59,801
Year 8	2006	60,494
Year 9	2007	61,186
Year 10	2008	61,879
5 Year Baseline Population		
Year 1	2004	59,108
Year 2	2005	59,801
Year 3	2006	60,494
Year 4	2007	61,186
Year 5	2008	61,879
2015 Compliance Year Population		
2015		67,628
2020 Compliance Year Population		
2020		74,321

5.4 GROSS WATER USE

Law

> *10608.12 (g) "Gross Water Use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:*
> *(1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier*
> *(2) The net volume of water that the urban retail water supplier places into long term storage*
> *(3) The volume of water the urban retail water supplier conveys for use by another urban water supplier*
> *(4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.*
>
> *California Code of Regulations Title 23 Division 2 Chapter 5.1*
> *Section 596 (a) An urban retail water supplier that has a substantial percentage of industrial water use in its service area is eligible to exclude the process water use of existing industrial water customers from the calculation of its gross water use to avoid the disproportionate burden on another customer section.*

In order to determine the baseline per capita water use, gross water use entering the distribution system of the supplier must be determined for each year within the baseline period. There are a number of exclusions taken into consideration when determining the annual gross water use, including recycled water delivered in the service area, water volume placed into long term storage, water conveyed for use by another urban water supplier, water delivered, with certain exceptions, for agricultural use, and industrial water use if the total industrial use is greater than or equal to 12% of gross water use.

Based on historical production reports, and consistent with the 2015 UWMP, there are no exceptions to be taken into consideration when calculating the City's gross water use. The City's historical gross water use and the volume of water entering the distribution system from CCWD and the local groundwater are respectively summarized on **SBX7-7 Table 4** and **SBX7-7 Table 4A**, which are found on the following pages. As **SBX7-7 Table 4** shows, the City's gross water use in the 2020 compliance year was equal to 9,232 AF.

SBX7-7 Table 4 Annual Gross Water Use

Baseline Year		Volume Into Distribution System	Deductions					Annual Gross Water Use
			Exported Water	Change in Dist. System Storage (+/-)	Indirect Recycled Water	Water Delivered for Agricultural Use	Process Water	
		(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
10 to 15 Year Baseline - Gross Water Use								
Year 1	1999	10,106						10,106
Year 2	2000	10,113						10,113
Year 3	2001	10,742						10,742
Year 4	2002	10,431						10,431
Year 5	2003	10,808						10,808
Year 6	2004	10,977						10,977
Year 7	2005	10,227						10,227
Year 8	2006	10,753						10,753
Year 9	2007	11,574						11,574
Year 10	2008	11,648						11,648
							10 - 15 year baseline average gross water use	**10,738**
5 Year Baseline - Gross Water Use								
Year 1	2004	10,977						10,977
Year 2	2005	10,227						10,227
Year 3	2006	10,753						10,753
Year 4	2007	11,574						11,574
Year 5	2008	11,648						11,648
							5 year baseline average gross water use	**11,036**
2015 Compliance Year - Gross Water Use								
2015		8,772					**2015 gross water use**	**8,772**
2020 Compliance Year - Gross Water Use								
2020		9,232					**2020 gross water use**	**9,232**

SBX7-7 Table 4-A Volume Entering the Distribution System (Raw water from CCWD)

Name of Water Source: Raw Water from CCWD		
☐ The supplier's own water source ☑ A purchased or imported source		
Baseline Year		Volume Entering Distribution System (AF)
10 to 15 Year Baseline - Water into Distribution System		
Year 1	1999	8,629
Year 2	2000	8,759
Year 3	2001	9,999
Year 4	2002	9,671
Year 5	2003	10,121
Year 6	2004	10,149
Year 7	2005	9,415
Year 8	2006	8,980
Year 9	2007	9,749
Year 10	2008	9,556
5 Year Baseline - Water into Distribution System		
Year 1	2004	10,149
Year 2	2005	9,415
Year 3	2006	8,980
Year 4	2007	9,749
Year 5	2008	9,556
2015 Compliance Year - Water into Distribution System		
2015		7,591
2020 Compliance Year - Water into Distribution System		
2020		7,752

SBX7-7 Table 4-A Volume Entering Distribution System (Local Groundwater)

Name of Water Source: Local Groundwater		
☑ The supplier's own water source ☐ A purchased or imported source		
Baseline Year		Volume Entering Distribution System (AF)
10 to 15 Year Baseline - Water into Distribution System		
Year 1	1999	1,477
Year 2	2000	1,354
Year 3	2001	743
Year 4	2002	760
Year 5	2003	687
Year 6	2004	828
Year 7	2005	812
Year 8	2006	1,773
Year 9	2007	1,825
Year 10	2008	2,092
5 Year Baseline - Water into Distribution System		
Year 1	2004	828
Year 2	2005	812
Year 3	2006	1,773
Year 4	2007	1,825
Year 5	2008	2,092
2015 Compliance Year - Water into Distribution System		
2015		1,181
2020 Compliance Year - Water into Distribution System		
2020		1,480

5.5 BASELINE DAILY PER CAPITA WATER USE

The final baseline calculation is to determine the per capita water use in each baseline year and the average per capita water use over the entire baseline period. Using the baseline period and service area population as described in previous sections, the per capita water use for each year has been determined and can be seen in SBX7-7 Table 5; the maximum and minimum per capita water use over the baseline period respectively are 169 gpcd in 2007 and 153 gpcd in 2005. The average per capita water use over the 10-year baseline period is 163 gpcd. SBX7-7 Table 6 on the following page summarizes the 10-year baseline per capita water use, the 5-year baseline per capita water use, and the 2020 compliance year per capita water use.

SBX7-7 Table 5 Gallons Per Capita Per Day (GPCD)

Baseline Year		Service Area Population	Annual Gross Water Use (AF)	Daily Per Capita Water Use (gpcd)
10 to 15 Year Baseline Per Capita Water Use				
Year 1	1999	55,461	10,106	163
Year 2	2000	53,338	10,113	160
Year 3	2001	57,031	10,742	168
Year 4	2002	57,723	10,431	161
Year 5	2003	58,416	10,808	165
Year 6	2004	59,108	10,977	166
Year 7	2005	59,801	10,227	153
Year 8	2006	60,494	10,753	159
Year 9	2007	61,186	11,574	169
Year 10	2008	61,879	11,648	168
		10-15 Year Average Baseline GPCD		163
5 Year Baseline Per Capita Water Use				
Year 1	2004	59,108	10,977	166
Year 2	2005	59,801	10,227	153
Year 3	2006	60,494	10,753	159
Year 4	2007	61,186	11,574	169
Year 5	2008	61,879	11,648	168
		5 Year Average Baseline GPCD		163
2015 Compliance Year Per Capita Water Use				
	2015	67,628	8,772	116
2020 Compliance Year Per Capita Water Use				
	2020	74,321	9,232	111

SBX7-7 Table 6 Gallons per Capita per Day Summary

	Per Capita Water Use (gpcd)
10-15 Year Baseline	163
5 Year Baseline	163
2020 Compliance Year	111

5.6 2020 FINAL TARGETS

Consistent with the 2015 UWMP, the 2020 Urban Water Use Target was calculated using Method 1, which is indicated in SBX7-7 Table 7. Method 1, as defined by DWR, is a straight 20 percent reduction in water use. Using Method 1, the City's 2020 urban water use target is documented as 131 gpcd, which is summarized on the following page in SBX7-7 Table 7-A. The 131 gpcd target is intended to be maintained through the UWMP horizon of 2045.

SBX7-7 Table 7 2020 Target Method

Target Method		Supporting Documentation
☑	Method 1	SB X7-7 Table 7A
☐	Method 2	SB X7-7 Tables 7B, 7C, and 7D
☐	Method 3	SB X7-7 Table 7-E
☐	Method 4	Method 4 Calculator

SB X7-7 Table 7-A Target Method 1

10-15 Year Baseline (gpcd)	2020 Target (gpcd)
163	131

5.6.1 5-Year Baseline – 2020 Target Confirmation

Law

> *10608.22 Notwithstanding the method adopted by an urban retail water supplier pursuant to section 10608.20, an urban retail water supplier's per capita daily water user reduction shall be no less than 5 percent of base daily per capita water use are defined in paragraph (3) of subdivision (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.*

The 2020 Urban Water Use Target is required to reduce the City's 2020 water use by a minimum of 5 percent from the 5-year baseline period (2004-2008). As calculated in **SB X7-7 Table 5**, the average per capita water use for the 5-year baseline period is 163 gpcd. The 2020 Urban Water Use Target of 131 gpcd is an approximately 20% reduction from the 5-year average per capita water use, thereby confirming the 2020 Urban Water Use Target (**SB X7-7 Table 7-F**).

SBX7-7 Table 7-F Confirm Minimum Reduction for 2020 Target

5 Year Baseline GPCD (gpcd)	Maximum 2020 Target[1] (gpcd)	Calculated 2020 Target (gpcd)	Confirmed 2020 Target (gpcd)
163	155	131	131

Notes:

1. Maximum 2020 Target is 95% of the 5-year Baseline per capita water use.

5.7 2020 COMPLIANCE DAILY PER CAPITA WATER USE

Law

> *10608.12 (f) "Compliance daily per-capita water use" means the gross water use during the final year of the reporting period…*
>
> *10608.20 (e) An urban retail water supplier shall include in its urban water management plan due in 2010…compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.*

Using the City population and gross water use for the 2020 compliance year, the per capita water use was calculated as 111 gpcd, meaning the City has met the 2020 target per capita water use of 131 gpcd. **Table 5-2** and **SBX7-7 Table 9** summarizes the City's compliance with the 2020 per capita water use targeted reduction.

SBX7-7 Table 9/Table 5-2 2020 Compliance

Actual 2020 Per Capita Water Use (gpcd)	Optional Adjustments to 2020					2020 Target Per Capita Water Use (gpcd)	Did Supplier Achieve Targeted Reduction for 2020?
	Extraordinary Events	Economic Adjustment	Weather Normalization	Total Adjustments	Adjusted 2020 Flow (gpcd)		
111	0	0	0	0	111	131	Yes

5.8 REGIONAL ALLIANCE

The baseline and target water use values described in the previous sections were calculated based on data for the City's water service area exclusively. However, it should be noted that the City participates in a regional alliance led by CCWD. The CCWD 2020 UWMP includes a regional alliance analysis in compliance with SBX7-7 requirements, which includes the following municipal customers: cities of Antioch, Pittsburg, Martinez, Golden State Water Company, and Diablo Water District. Detailed information regarding CCWD's regional analysis is available in their 2020 UWMP. However, due to heavy industrial water use within the regional alliance area, but outside of the City's service area, the CCWD regional alliance water use reduction target is less conservative than the targets established through an analysis of the City's service area alone. Therefore, the targets established for the City's water service area and described in the previous sections were used for planning purposes.

The water use for the Regional Alliance area is the sum of all water delivered within CCWD's service area and includes untreated water and treated water delivered by CCWD as well as CCWD's customers' water use from other supplies. The actual 2020 per capita consumption for the Regional Alliance was 186 gpcd, thus the Regional Alliance has also met its 2020 target for 210 gpcd.

CHAPTER 6 – SYSTEM SUPPLIES

The purpose of this chapter is to summarize the City's current and planned water supply sources and volumes. This includes a description of the purchase water from CCWD and the groundwater basins used by the City as sources of supply. Current and Ongoing planning efforts for the potential beneficial use of recycled water within the City's service area are also summarized.

6.1 PURCHASED OR IMPORTED WATER

The City is within the service area of CCWD and purchases Central valley Project (CVP) water from the Delta by CCWD, who is its wholesale supplier. CCWD has a contract with the U.S. Bureau of Reclamation (USBR) for 195,000 AFY of CVP water. The current contract was renewed in March 2005 through February 2045.

Between 85% and 95% of the City's current water supply is received from CCWD pursuant to a contractual agreement that allows the City to receive a supply of water as is necessary to meet its needs. However, this supply of water is subject to rationing restrictions in the event of a water shortage or other extraordinary circumstances. As will be described in a later section, CCWD's future water supply projections indicate adequate availability of surface water sources delivered through its contract with the USBR.

6.2 GROUNDWATER

For planning purposes, the State of California has been divided into ten separate hydrologic regions by the DWR, based on the State's major drainage basins. According to the California Water Plan 2018 Update, the City is located in the Sacramento River Hydrologic Region. Each hydrologic region is divided into distinct groundwater basins, each of which is typically divided further into smaller interconnected groundwater subbasins. The following section summarizes the groundwater basin and subbasin underlying the City.

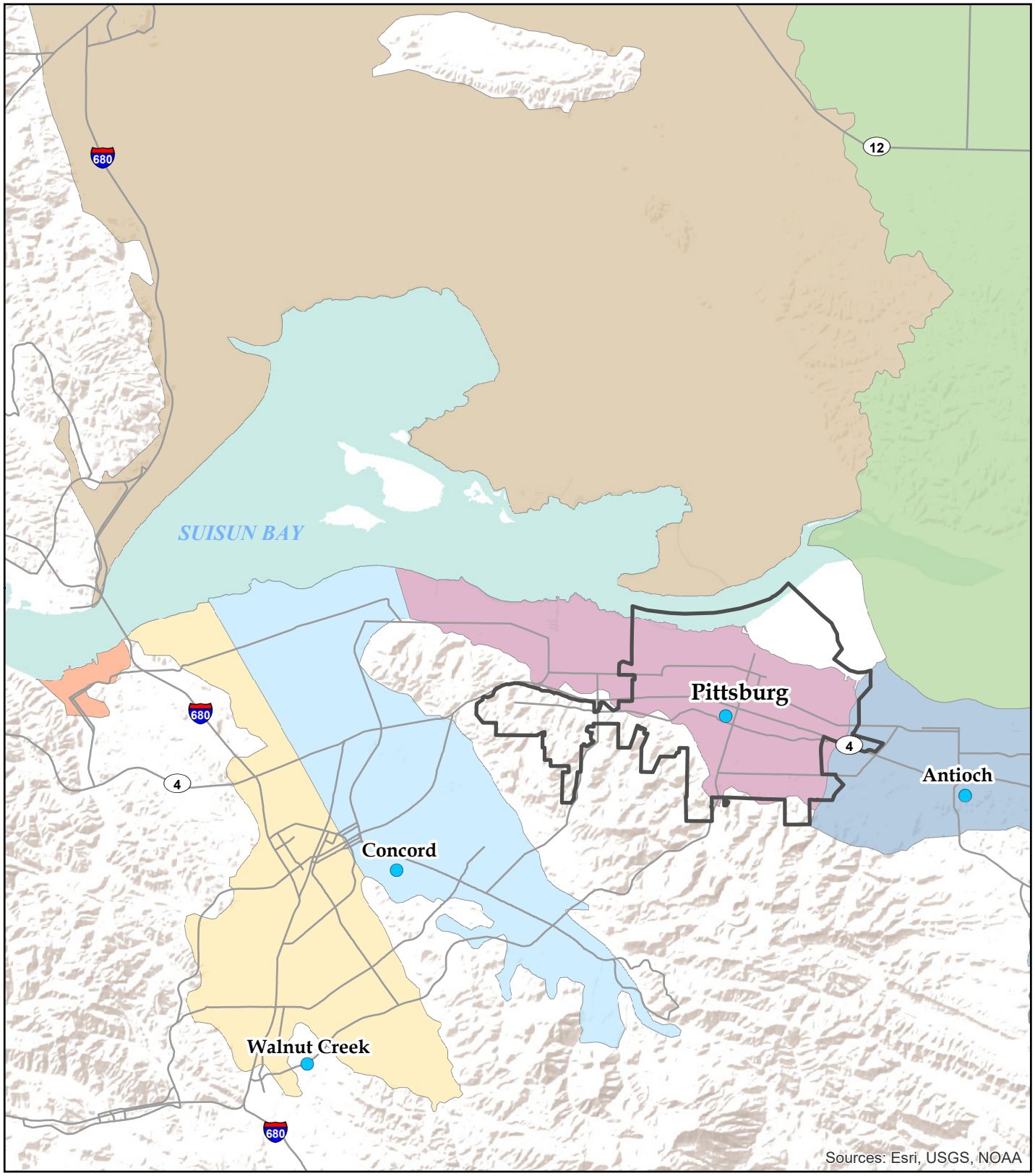
6.2.1 Basin Description

Law

10631. (b)(4)	*If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:* *(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater.*

6.2.1.1 Groundwater Basin

The City is located above the Pittsburg Plain Groundwater Basin, identified as Groundwater Basin



Legend

PRELIMINARY

Groundwater Basins

- ARROYO DEL HAMBRE VALLEY
- CLAYTON VALLEY
- PITTSBURG PLAIN
- SACRAMENTO VALLEY
- SAN JOAQUIN VALLEY
- SUISUN-FAIRFIELD VALLEY
- YGNACIO VALLEY

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Updated: May 21, 2021

AKEL ENGINEERING GROUP, INC.

File Path: P:\xGIS\GIS_Projects\Pittsburg\Water\210521-2020 UWMP\MXD\Fig6-1_GroundWaterBasins_052121.mxd

Figure 6-1
Groundwater Basins

2020 Urban Water Management Plan
City of Pittsburg

Number 2004 in DWR's Bulletin 118, as shown on Figure 6-1. The City extracts groundwater from this basin using two wells. The basin is bounded by Suisun Bay to the north, the Tracy Subbasin of the San Joaquin Valley Water Groundwater Basin to the east, and the Clayton Valley Groundwater Basin to the west. The basin extends to the south inland from the Suisun Bay between one and three miles. It is within two major drainage basins of Kirker Creek and Willow Creek, which both discharge into Suisun Bay. According to DWF Bulletin 118 there is limited data regarding the occurrence and movement of groundwater in the Basin. The Pittsburg Plain Groundwater Basin has not been adjudicated.

6.2.2 Groundwater Management

This section documents relevant plans addressing groundwater supply and quality.

Law

10631. (b)(4) …if groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

(A) The current version of any groundwater sustainability plan or … any groundwater management plan adopted by the urban water supplier…or any other specific authorization for groundwater management.

(B) For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree.

6.2.2.1 Groundwater Management Plan

The City prepared the Pittsburg Plain Groundwater Management Plan (GWMP) in October 2012. The purpose of the GWMP is to manage and protect groundwater resources within and underlying the City. The primary objectives of the GWMP include the following:

- Provide a long-term strategy to maintain the quality, reliability, and sustainability of the Pittsburg Plain groundwater resources.
- Manage groundwater conjunctively with available surface water resources
- Support Basin Management Objectives that promote sustainability and optimal use of groundwater supplies.

6.2.2.2 Integrated Regional Water Management Plan

The East Contra Costa County (ECCC) Integrated Regional Water Management (IRWM) planning effort is a formal collaborative process convened to support all aspects of regional water management. This includes integrated planning for water supply, water quality, watershed and

habitat protection, and flood and stormwater management. The ECCC IRWM members have a long history of cooperation across political and jurisdictional boundaries that spans almost two decades. In this 2015 IRWM Plan Update, further updating the November 2013 IRWM Plan, the ECCC region creates a framework to implement integrated water management projects with multiple benefits to serve the population of the region and protect water and environmental resources for the State. This IRWM Plan articulates the challenges the ECCC region faces and defines the water resource management objectives it hopes to accomplish. The framework defined in the IRWM Plan is a living process the region can rely on to meet its current and future water management challenges.

The objective of the Integrated Regional Water Management Plan (IRWM) is to develop a comprehensive and flexible water supply plan for the County through the year 2040. The IRWM incorporates community input and is capable of responding to changing water supply and demand conditions.

The IRWM Preferred Strategy aims to maximize the Districts flexibility to meet actual water demands, and where they match water projections. It relies on practices, such as water banking, recycled water, demand management, and water transfers. It further relies on "core elements" designed to validate baseline planning assumptions, monitor or evaluate resource options, and help meet planning objectives.

6.2.2.3 California Statewide Groundwater Elevation Monitoring Program

The City of Pittsburg participates in DWR's California Statewide Groundwater Elevation Monitoring (CASGEM) Program as designated monitoring entities for the Pittsburg Plain Basin and Subbasin areas.

6.2.2.4 Salt and Nutrient Management Program

In 2012, The City completed a Salt and Nutrient Management Program Summary to provide a preliminary evaluation of groundwater quality and salt and nutrient loading potential to assist in future groundwater planning and development effort.

6.2.3 Overdraft Conditions

Law

> *10631. (b)(2) For basins that have not been adjudicated, (provide) information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.*

The Pittsburg Plain Groundwater Basin is not an adjudicated groundwater basin. DWR well data in the Pittsburg Plain Groundwater Basin indicate that the groundwater levels have remained fairly

stable of the period of record. According to DWR, and based on present groundwater conditions, it is not expected that overdraft conditions will occur in the groundwater basin. As such, the Pittsburg Plain Groundwater Basin is not listed as a critically overdrafted groundwater basin by DWR.

6.2.4 Historical Groundwater Pumping

Law

10631. (b)(4)	*…if groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:* *(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonable available, including, but not limited to, historic use records.*

The City has two active wells, Rossmoor and Bodega, that are capable of producing approximately 600 gpm and 1,200 gpm respectively. The volume of groundwater pumped by the City over the past five years is summarized in Table 6-1.

Table 6-1 Groundwater Volume Pumped

Groundwater Type	Location or Basin Name	Volume				
		2016 (AF)	2017 (AF)	2018 (AF)	2019 (AF)	2020 (AF)
Alluvial Basin	Pittsburg Plain	1,353	1,429	1,470	1,154	1,480
	Total	1,353	1,429	1,470	1,154	1,480

6.3 SURFACE WATER

The City relies on surface water from CCWD as a primary source of supply, as described in the previous section.

6.4 STORMWATER

At the time of preparation of the 2020 UWMP, the City does not use stormwater as part of its water supply.

6.5 WASTEWATER AND RECYCLED WATER

This section discusses the use of recycled water and the characteristics of the wastewater collected by the Delta Diablo for treatment.

6.5.1 Recycled Water Coordination

Law

> *10633 The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.*

Non-potable water use is a continued component of the City's long-term sustainable water supply strategy. While the City does not directly provide non-potable water supplies, continued coordination with CCWD and Delta Diablo is a key component to ensure non-potable water can be used within the City's service for appropriate designated uses.

Delta Diablo (formerly Delta Diablo Sanitation District) provides wastewater collection and treatment for the Cities of Pittsburg and Antioch as well as the unincorporated community of Bay Point. The WWTP has an average dry weather flow permitted capacity of 19.5 mgd and a recycled water facility (RWF) provides over 9,600 AFY of recycled water for industrial and landscape irrigation uses within the recycled water service area. As noted previously, Delta Diablo is the owner and operator of the recycled water distribution system, which includes deliveries within the City's service area. The City's potable water system serves as the backup water supply should the recycled water deliveries become unavailable. However, CCWD serves as the backup water supply for the major industrial users of recycled water, which use a vast majority of the Delta Diablo recycled water supplies.

6.5.2 Wastewater Collection, Treatment, and Disposal

This section describes wastewater collection, treatment and disposal.

Law

> *10633 (a) A description the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal*
> *(b) A description the quantity of treated wastewater that meets recycled water standards, is being discharge, and is otherwise available for use in a recycled water project.*

6.5.2.1 Wastewater Collected Within Service Area

All wastewater flows collected within the City's service area are conveyed to the Delta Diablo WWTP for treatment. The WWTP has a Delta outfall that is used for the disposal of wastewater that is not recycled. The WWTP provides secondary treatment using a series of primary treatment, activated sludge trickling filters, and secondary clarification. The Recycled Water Facility (RWF) provides additional treatment to tertiary levels using a series of flocculating clarification, filtration, and disinfecting.

Due to the locations of Delta Diablo's flow meters, it is not possible to report the City's specific wastewater volume conveyed to the WWTP. Based on reports prepared by CCWD, Delta Diablo collected a total wastewater volume of approximately 14,528 AF (Table 6-2).

Table 6-2 Wastewater Collected Within Service Area in 2020

Wastewater Collection			Recipient of Collected Wastewater			
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2020 (AF)	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area?	Is WWTP Operation Contracted to a Third Party?
Delta Diablo (Sanitation District)	Metered	14,528	Delta Diablo (Sanitation District)	Delta Diablo Wastewater Treatment Plan	No	No

Notes: Delta Diablo does not have metered wastewater flows broken down by city for its service area, thus wastewater flows for Pittsburg alone are not reported herein.

6.5.2.2 Wastewater Treatment and Discharge within Service Area

Wastewater that is not treated in Delta Diablo's Recycled Water Facility is discharged into the Delta. Delta Diablo's Waste Discharge Requirements (Order No. R2-2014-0030, NPDES Permit No. 0038547) allow for treated effluent to be discharged into New York Slough through a deep-water outfall, approximately 400 feet from shore. As the wastewater treatment plant is located outside the City of Pittsburg's service area, the 2020 volumes of wastewater that were treated and discharged are not included in Table 6-3. Delta Diablo does not have wastewater flows broken down by city for its service area; therefore, it is not possible to report these same volumes for Pittsburg alone. Recycled water use for the City of Pittsburg alone in 2020 was 111 AFY (not included in Table 6-3).

Table 6-3 Wastewater Treatment and Discharge within Service Area in 2020

☑	No wastewater is treated or disposed of within the UWMP service area. The City is not required to complete the table below.							
Wastewater Treatment Plant Name	Discharge Location Name and Description	Method of Disposal	Does This Plant Treat Wastewater Generated Outside the Service Area?	Treat. Level	2020 Volume			
					Wastewater Treated (AF)	Discharged Treated Wastewater (AF)	Recycled Within Service Area (AF)	Recycled Outside of Service Area (AF)
Delta Diablo	New York Slough	River or creek outfall	Yes	Seco-ndary				

Notes: Recycled water within service area, wastewater treated and discharged treated wastewater provided is for the Delta Diablo service area, not the Pittsburg service area.

6.5.3 Recycled Water System

Law

10633 (c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

Approximately 50% of the wastewater conveyed to the Delta Diablo WWTP received tertiary treatment. A majority of this recycled water volume is for cooling water at the Delta and Los Medanos Energy Centers, with the remaining volumes used for irrigation purposes at local parks. This remaining volume is delivered to 18 connections throughout the City's service area for schools, parks, and roadway medians. While the Industrial energy centers are located within the City's UWMP service area they receive back-up water supply from CCWD and the City will not be required to support their water supply. Therefore, they are itemized separately from the irrigation water use in the 2020 UWMP recycled water reporting and projections and shown for informational purposes only. It should be noted that Delta Diablo is the owner and operator of the recycled water distribution system, with deliveries occurring within the City's UWMP service area.

6.5.4 Recycled Water Beneficial Uses

Law

10633 (b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.
(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.
(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years

6.5.4.1 Current and Planned Uses of Recycled Water

The City continues to support developing irrigation and industrial recycled water uses where there is available supply and the use is economically feasible. Delta Diablo began recycled water deliveries within the City's service area in the 1990s and the City has continued to add service connections since that time. The current and projected direct beneficial uses of recycled water are summarized on Table 6-4. This was based on 111 AF of actual irrigation use in 2010 and 200 AF of future recycled water use listed on Table 6-6.

Table 6-4 Recycled Water Direct Beneficial Uses Within Service Area

☐	Recycled water is not used and is not planned for use within the service area of the supplier. The City is not required to complete the table below.						
Beneficial Use Type	**Level of Treatment**	**Volume**					
		2020 (AF)	**2025** (AF)	**2030** (AF)	**2035** (AF)	**2040** (AF)	**2045** (AF)
Agricultural irrigation							
Landscape irrigation (excludes golf courses)	Tertiary	111	311	311	311	311	311
Golf course irrigation							
Commercial use							
Industrial use							
Geothermal and other energy production							
Seawater intrusion barrier							
Recreational impoundment							
Wetlands or wildlife habitat							
Groundwater recharge							
Surface water augmentation							
Direct potable reuse							
Other							
Total		**111**	**311**	**311**	**311**	**311**	**311**

6.5.4.2 Planned Versus Actual Use of Recycled Water

Law

> *10633 (e) (Provide) a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.*

In the 2015 UWMP the City projected the future recycled water use based on potential recycled water irrigation conversion projects throughout the City as well as ongoing industrial reuse by the two previously discussed energy centers. Table 6-5 summarizes the projection for 2020 as documented in the 2015 UWMP as well as the actual 2020 recycled water use. It should be noted that for the purposes of the 2020 UWMP Table 6-5 does not include the recycled water use for the two energy center industrial users., which was unavailable at the time of preparation of the 2020 UWMP. As noted previously, the City does not serve as a source of backup supply to these industrial users.

Table 6-5 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual

☑	Recycled water was not used in 2015 nor projected for use in 2020. The City is not required to complete the table below.	
Use Type	**2015 Projection for 2020** (AF)	**2020 Actual Use** (AF)
Agricultural irrigation		
Landscape irrigation (excludes golf courses)	335	111
Golf course irrigation	333	
Commercial use		
Industrial use	6,089	
Geothermal and other energy production		
Seawater intrusion barrier		
Recreational impoundment		
Wetlands or wildlife habitat		
Groundwater recharge		
Surface water augmentation		
Direct potable reuse		
Other		
Total	**6,757**	**111**

Note: 2020 Industrial recycled water use volumes are unavailable.

6.5.5 Actions to Encourage and Optimize Future Recycled Water Use

Law

> *10633 (f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.*
>
> *(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.*

The City continues to encourage recycled water use throughout its service area. Some mechanisms currently employed to encourage recycled water use include:

- Secure local, state, and federal agencies to offset capital costs
- Coordinate with Delta Diablo and CCWD
- Promote regional and local water recycling projects
- Urge regulatory agencies to streamline regulatory requirements
- Support research that addresses public concern on recycled water use

The City currently does not use financial incentives to encourage recycled water use but as additional recycle water projects are identified these may be an additional action to be considered. The City will continue to evaluate the potential for grant funding of recycled water projects, and seek opportunities to implement portions of larger projects as they become economically feasible.

Additionally, the City will continue to work collaboratively with CCWD and Delta Diablo in its service area to encourage recycled water use in future development projects. Within the East Contra Costa County IRWM group CCWD provides a leadership role in coordinating updates to the IRWMP, as well as grant applications and administration. Historically Pittsburg has administered several grants that included funding towards recycled water projects and the City will continue to coordinate with the other IWRM member agencies in identifying and pursuing grant funding opportunities for recycled water projects.

6.6 DESALINATED WATER OPPORTUNITIES

Law

10631 (g) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply

Desalinated water is not currently used by the City as a source of supply. Potential opportunities for desalination supply have been explored in the past on a regional level though the East County Water Management Association, of which the City is a participant. However, the cost for desalinated water as a source of supply has not been considered cost-effective compared to other existing available sources. The ECWMA will continue to review the advancements in desalinated water technology in the event it becomes a cost-effective supply alternative in the future.

Table 6-6 Methods to Expand Future Recycled Water Use

☐	Supplier does not plan to expand recycled water use in the future. The City is not required to complete the table below.		
Name of Action	**Description**	**Planned Implementation Year**	**Expected Increase in Recycled Water Use** (AF)
Parkside Elementary School	Irrigation	2021	35
Marina Vista	Irrigation	2021	25
Landscape along Railroad Avenue	Irrigation	2022	10
Law Enforcement Training Center	Irrigation	2022	35
Median on 3rd Street & Railroad Avenue	Irrigation	2022	10
Bay Harbor HOA	Irrigation	2023	70
		Total	185

6.7 EXCHANGES OR TRANSFERS

Law

10631 (c) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

The City does not currently use exchanges or transfers of water as a source of supply, nor are there future plans to use exchanges or transfers.

6.8 FUTURE WATER PROJECTS

Law

> *10631 (f) …The urban water supplier shall include a detailed description of expected future water projects and programs…that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single dry water years and for a period of drought lasting five consecutive water years.. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.*

They City has no plans for the immediate future to implement water supply projects within its service area. However, CCWD has identified several future water projects that would be used to meet the needs of its wholesale customers, which includes the City. These future projects include Industrial Recycled Water Projects, Near- and Long-Term Conservation Program and Long-term water transfer or preferred alternative. The City's ongoing and future water programs are summarized on Table 6-7.

Table 6-7 Expected Future Water Supply Projects or Programs

Name of Future Projects or Programs	Joint Project with other suppliers		Description	Planned Implementation Year	Planned for Use in Year Type	Expected increase in Water Supply to Supplier
Long-term Transfer	Yes	CCWD	CCWD would enter into a long-term water transfer agreement for a fixed amount of water supplies.	2030		6,000
Spot Market Purchase	Yes	CCWD	CCWD would determine its water supply requirements each year and decide whether to purchase additional supplies	2030		6,000

Table 6-7 Expected Future Water Supply Projects or Programs

Name of Future Projects or Programs	Joint Project with other suppliers		Description	Planned Implementation Year	Planned for Use in Year Type	Expected increase in Water Supply to Supplier
Long-term Agricultural Conjunctive Use	Yes	CCWD	CCWD would partner with an agricultural partner or irrigation district north of the Delta which has both pre-1914 surface water supplies and access to groundwater supplies. In dry years, the agricultural district would shift its water usage to local groundwater supplies and transfer its surface water allocation to CCWD.	2030		6,000
Long-term Agricultural Fallowing	Yes	CCWD	CCWD would partner with an agricultural partner, such as a large agricultural water user or irrigation district, to exchange supplies in dry years either by fallowing land or shifting crops to conserve water for other uses.	2030		6,000
Industrial Recycled Water Project	Yes	CCWD	Project will deliver recycled water from CCCSD to major industrial customers	TBD	Average Year	> 3,400
CCWD Active Near-Term Conservation Program	Yes	CCWD	Ongoing investments in active conservation programs	Ongoing	Average Year	3,000
CCWD Active Long-Term Conservation Program	Yes	CCWD	Ongoing investments in active conservation programs	Ongoing	Average Year	8,800
Long-Term Water Transfer or Other preferred alternative	Yes	CCWD	Project to meet multiple-dry year shortfall projected to begin in 2045	2040-2045	Multi-Dry Year	2,000

6.9 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

Law

> *10631 (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision 10631(a).*
>
> *(4) (Provide a) detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonable available, including, but not limited to, historic use records.*

The City's existing and planned water supply sources include local groundwater, recycled water, and purchased surface water from CCWD. The local groundwater sources are extracted to the City's Water Treatment Plant where it is treated in conjunction with the surface water supplies purchased from CCWD. These treated supplies are then conveyed to the City's customers through the potable water distribution system. The City's 2020 water supplies are summarized on Table 6-8.

Table 6-8 Water Supplies – Actual

Water Supply Source	Source Description	2020	
		Actual Volume (AF)	Water Quality
Purchased or Imported Water	Purchased from CCWD	7,752	Drinking Water
Groundwater (not desalinated)	Extracted from Pittsburg Plain Groundwater Basin	1,480	Drinking Water
Recycled Water	Produced by Delta Diablo for the City of Pittsburg	111	Recycled Water
Total		**9,343**	

The City's projected water supplies are summarized on Table 6-9. The City's groundwater supply is expected to remain the same under normal water year conditions, which is the average volume of historical pumped groundwater from 1993 to 2020. Projected available recycled water supplies are based on the City's projected recycled water demand, which the existing Delta Diablo RWF can meet. Per purchase water agreement with Contra Costa Water District, CCWD can meet 100% of the City's projected potable water demand (outlined in Table 4-2) from surface water supply under normal water year conditions.

Table 6-9 Water Supplies - Projected

Water Supply Source	Projected Water Supply				
	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Purchased or Imported Water	11,031	12,030	12,960	13,824	14,745
Groundwater (not desalinated)	1,349	1,349	1,349	1,349	1,349
Recycled Water	311	311	311	311	311
Total	**12,691**	**13,690**	**14,620**	**15,484**	**16,405**

6.10 ENERGY INTENSITY

Law

10631.2.(a)	*In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:* *(1) An estimate of the amount of energy used to extract or divert water supplies.* *(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.* *(3) An estimate of the amount of energy used to treat water supplies.* *(4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.* *(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.* *(6) An estimate of the amount of energy used to place water into or withdraw from storage.* *(7) Any other energy-related information the urban water supplier deems appropriate.*

An urban water supplier's energy intensity (EI) is the amount of energy (kWh) consumed for the purpose of supplying water from the point that it enters the City's service area to the point at which it exits the system at the point of delivery. The 2020 Urban Water Management Plan Guidebook provides guidance for estimating energy intensity associated with source of water used by an urban water supplier. The purpose of calculating the City's energy intensity is to:

- Develop a baseline energy use per acre-foot of treated water delivered by the water system.
- Aid in Identifying energy saving opportunities in the future.

- Allow for comparing energy use among similar agencies.

The estimate of energy intensity includes requirements for the purpose of water conveyance, extraction, treatment, placing water into and taking it from storage, and distribution. The City's water energy intensity only accounts for the water management processes occurring within its operational control; energy use associated with the distribution of wholesaler to the City's point of diversion is not included. The following water management processes are accounted for in the City's energy intensity estimate, which is based on existing processes and available records:

- Diversion of raw water from Contra Costa Canal.
- Extraction of groundwater from Rossmoor and Bodega Wells.
- Treatment of raw water and groundwater at the City's Water Treatment Plant.
- Delivery of treated water to end users.

Energy use data relating to the extraction, diversion, conveyance, treatment, distribution and placing into and taking from storage in the City's water supply system was acquired from Pacific Gas & Electric (PG&E) meter data for fiscal year 2020. Two natural gas meters were included in the City's water system. The raw water pumps conveying water from Contra Costa Canal to Pittsburg's Zone 1 and 2 treated water reservoirs and the City's treatment facility are all on the same meter at the Pittsburg WTP. The City, therefore, utilized Table O-1B for its EI calculations instead of Table O-1A or O1-C, since it is not possible to distinguish between energy used for treatment and conveyance at this time. The City's energy use estimate is documented on Table O-1B in **Appendix C**.

Total energy use and volume of water entering the City's water system for fiscal year 2020 were 5,419,810 kWh and 9,232 AF, respectively, resulting in an Energy Intensity of 587.1 kWh/AF (1801.7 kWh/MG).

CHAPTER 7 – WATER SUPPLY RELIABILITY ASSESSMENT

This chapter assesses the reliability of the City's water supply under normal conditions, single year dry conditions, and five-year dry conditions. The reliability assessment includes a comparison of projected water use versus expected water supply for the next 20 years. This chapter also includes the newly required Drought Risk Assessment, which is a review of the capability of the City's water supplies to meet demand for the next five years assuming a five-year drought occurs.

7.1 CONSTRAINTS ON WATER SOURCES

Law

10631 (b)(1)	*A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.*

This chapter discusses the reliability of the City's water supplies with respect to water quality and service reliability. Surface water, groundwater and recycled water quality and service reliability are each discussed in the following sections. While there are quality challenges associated with each source, the City, CCWD, and Delta Diablo are taking steps to address these challenges and the City does not anticipate decreases in water suppler over the UWMP planning horizon due to water quality concerns. The following sections reflect a summary of available planning documents, including CCWD 2020 UWMP and the ECCC IWRMP update.

7.1.1 Surface Water

The City's primary wholesale water supplier, CCWD, is almost entirely dependent on the Delta for its water supply. The quantity of water in the Delta continues to deteriorate despite efforts to improve it.

7.1.1.1 Water Quality Factor

Delta water quality problems are being compounded by increased water use and greater wastewater, storm water, and agricultural discharges from statewide development and growth. Climate change is projected to have impacts to CCWD's water supplies and further influences Pittsburg's surface water reliability. Changes in precipitation and temperatures could affect the availability of fresh surface water. Additionally, sea level rise could result in increases in Delta salinity, which could limit the quantity and duration of water with quality suitable for M&I purposes.

A number of projects and programs are being developed, or are in place, to address Delta water quality degradation at the statewide level and through local and regional projects. To ensure that CCWD can meet the increasingly more stringent water quality standards and provide high quality water for its customers, including the City of Pittsburg, CCWD had initiated or is participating in a number of water quality improvement projects as summarized below.

- **EBMUD-CCWD Untreated Water Intertie:** This intertie enables CCWD to divert up to 3,200 AFY of its CVP supply at the Freeport diversion facility. Additionally, the intertie provides for the sharing of water supplies between the agencies during emergency conditions or to support planned maintenance.

- **Advanced Treatment Demonstration Project**: In 2004, CCWD formed a regional partnership with local water agencies to research a project on advanced water treatment processes which examined a full-scale application of new and existing disinfectants and advanced filtration to produce safer drinking water. A second phase of the Advanced Treatment Study was initiated to improve understanding of Delta source water quality with respect to levels of various contaminants including endocrine disrupting compounds and pharmaceuticals, and to quantitatively assess removal effectiveness of existing and advanced treatment processes (membrane filtration and chemical addition). The results of the study were documented in a report in March 2011.

- **Middle River Intake (Alternative Intake Project):** In 2010, CCWD completed the Middle River Intake to move some of its pumping to a new intake in the Delta to enable CCWD to divert water of higher quality during dry periods, including droughts. The intake provides CCWD with the flexibility to divert higher quality water from the Delta without increasing the amount of water pumped.

- **Phase 1 Los Vaqueros Reservoir Expansion:** The District completed an expansion in 2012 increasing the capacity of the reservoir from 100,000 AF to 160,000 AF which improves water quality and water supply reliability for the District's customers while providing a net environmental benefit to the Delta. The District is leading the Phase 2 Expansion which may provide incidental water supply reliability benefits to the District.

- **Canal Replacement Project:** CCWD is implementing this project which consists of replacing approximately four miles of the unlined Contra Costa Canal from the Rock Slough Intake to Pumping Plant No. 1, to improve source water quality as well as increase public safety and flood control. The project is being completed in phases and CCWD has completed four out of five phases and approximately 2.5 miles of the project to date. The remaining 1.5 miles will be completed in coordination with project partners and funding.

7.1.1.2 Legal Factors

The water supply reliability goal adopted by CCWD's Board of Directors is to meet at 100% of the City's demand in normal years and at least 85% of demand during water shortage conditions. The

remaining demands during drought conditions would be met by a combination of short-term water purchases, groundwater supply augmentation and a voluntary, mandatory short-term conservation program.

The projected water supplies from CCWD are not anticipated to incur supply deficits in normal years due to CCWD's long-term conservation program, existing CVP contract supply, and long-term water transfer agreement with East Contra Costa Irrigation District (ECCID). CCWD entered into an agreement with the ECCID in 2000 to purchase surplus irrigation water from ECCID's service area. CCWD's currently available and planned supplies are sufficient to meet their reliability goals and estimated water demands during normal, single dry, and the first two years of a multi-year drought. In later years, several types of drought conditions may result in supply shortfalls. The maximum amount of short-term conservation expected to be necessary by CCWD is 15% of supply. If current drought conditions continue and statewide conservation measures remain in effect, CCWD anticipates that it could meet up to 75% of the City's demands over the next three years.

7.1.2 Groundwater

The following sections discuss the reliability and constraints for the City's groundwater supply sources.

7.1.2.1 Legal Factors

The City's secondary source of supply is groundwater extracted from the Pittsburg Plain subbasin of the Pittsburg Plain Groundwater Basin. This groundwater basin is not an adjudicated basin and no legal factors are expected to limit the availability of supply.

7.1.2.2 Environmental Factors

Environmental concerns can arise during the water planning process when a project's impact on the ecosystem is taken into a consideration. These concerns can subsequently cause a lack of supply due to the enforcement of environmental legislation. The City's groundwater sources are not expected to be limited by any environmental factors.

7.1.2.3 Water Quality Factors

Water quality factors that could affect the availability of supply include water contamination due to biological or chemical constituents. Water from these wells can be high in manganese, iron and dissolved solids. Total dissolved solids (TDS) in the Rossmoor Well have been recorded at concentrations of 1,100 mg/L. A maximum concentration of 500 mg/L is recommended for secondary water quality standards (water aesthetics). However, because the water produced from these wells undergoes blending and complete conventional treatment at the City's Water Treatment Plant, the TDS levels are reduced to below the secondary standard. The City conducts regular tests of the water pumped from these two wells in compliance with State of California

water quality standards (Administrative Code, Title 22) to make sure that the utilization of this water source is consistent with applicable State water standards.

7.1.2.4 Climatic Factors

The City's groundwater supply has proven to be very consistent through variable climatic conditions. There has been no change in groundwater levels reported by DWR in this area as a result of the City's use of the groundwater basin. The City has implemented groundwater monitoring to evaluate groundwater level trends over time to ensure that overdraft conditions (potentially resulting in seawater intrusion) do not occur.

7.1.3 Recycled Water

The following sections discuss the possible constraints on the City's recycled water supplies, as provided by Delta Diablo.

7.1.3.1 Legal factors

Recycled water from Delta Diablo has been a highly reliable and essentially a "drought-proof" supply. Production capacity at the RWF is affected by the facility's permitted capacity of 12.8 MGD, the use patterns of recycled water customers, Delta Diablo's wastewater treatment plant influent diurnal flow pattern, influent average dry weather flow, and storage/equalization capacity at the RWF. Delta Diablo continues to assess these factors through various measures to ensure the continued reliability of the supply and increase the potential for future recycled water use.

7.1.3.2 Water Quality Factors

The City's recycled water supply comes from Delta Diablo's recycled water facility (RWF). The RWF ensures a consistent water quality standard is met for the City's recycled water supply through compliance with Title 22 standards.

7.2 RELIABILITY BY TYPE OF YEAR

This section discusses the yearly supply conditions, and the sources of data for supply evaluation.

7.2.1 Types of Years

This section discusses the type of years considered when evaluating water supply reliability. This section also identifies the historical water years that meet these conditions for drought planning purposes. Consistent with CCWD's water supply analyses, the basis of water year data presented in this section is as follows:

- **Average Water Year** – Defined as the year that most closely represents the average water supply available.
- **Single Dry Year** – Defined as the year that represents the lowest water supply available.

- **Multiple Dry Year** – Defined as the driest historical consecutive 5-year period for water supply availability.

To determine the supply available for different sources in each year type, the following key assumptions were made.

- **Surface Water** – The City purchases surface water supply from CCWD. From historical use in a normal year, CCWD could meet 100% of the City's potable water demand; at least 85% of potable water demand under drought conditions. **Table 7-1** summarizes the water supply availability for the City's surface water supply, as provided by CCWD, under the different water years.
- **Groundwater** – The City's groundwater supply has proven to be very consistent through variable climatic conditions. The City assumes groundwater supply is the same as historical average pumped groundwater, which is equal to 1,349 afy.
- **Recycled Water** – Recycled water is considered to be drought-proof water supply source. For the remainder of this chapter, recycled water supply is assumed to stay 100% available during drought conditions (both single and multiple dry years).

Table 7-1 Basis of Water Year Data

Year Type	Base Year	Volume Available (AF)	Percent of Average Supply (%)
Average Year	2020		100%
Single-Dry Year	2020		100%
Consecutive Dry Years 1st Year	1932		100%
Consecutive Dry Years 2nd Year	1930		100%
Consecutive Dry Years 3rd Year	1931		95%
Consecutive Dry Years 4th Year	1933		80%
Consecutive Dry Years 5th Year	1929		85%

Notes:

1. Available percentage for single dry and multiple dry year periods based on estimated percent of average supply, per CCWD 2020 UWMP.
2. Base year for average dry year based on average of the period 1922-2020 consistent with CCWD 2020 UWMP.

The City experienced multiple-year drought conditions in 1967-1977, 1987-1992, 2007-2009 and again in 2013 - 2015. Water conservation strategies implemented by the City in partnership with CCWD, during the latest set of multi-year drought conditions, resulted in a reduction in per capita water usage.

Based on experiences during the previous drought periods, the City recognizes that it is better to enter into a water shortage alert early, at a minimal level, to establish necessary rationing programs and policies, to gain public support and participation, and to reduce the likelihood of more severe shortage levels later. As the community continues to become more water efficient, it may become more difficult for customers to reduce their water use during water shortages (this is called “demand hardening”). Staff does not believe that City customers are yet approaching demand hardening, because there are still potential water efficiency improvements in residential plumbing fixtures, appliances, and landscapes, and in the commercial, industrial, and institutional sectors that have yet to be implemented.

7.2.2 Sources for Water Data

To establish a basis of normal, single dry, and multiple dry hydrologic water year’s, historical rainfall data available from DWR was analyzed, as it relates to the City.

7.3 SUPPLY AND DEMAND ASSESEMENT

Law

> *10635 (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional or local agency population projections within the service area of the urban water supplier.*

During prolonged years of drought, City-wide water use patterns are expected to change. Typically, outdoor water use will initially increase as irrigation is used to offset decreased rainfall. These potential water use increases can be offset, in part, by increasing water conservation measures.

The City’s water supply assessment considered the following sources of supply, which were described in detail in previous sections:

- **Surface Water:** The City receives surface water deliveries from CCWD in the form of diversions from the Contra Costa Canal. Historically CCWD has been capable of meeting

100% of the City's supply needs. CCWD's 2020 UWMP indicates this could reach as low as 85% during the final year of a five-year drought.

- **Groundwater:** The City currently operates two groundwater wells, which extract and deliver groundwater to be blended and treated at the WTP. The available supply for these wells is assumed as equal to the historical average pumping.
- **Recycled Water:** It is assumed the Delta Diablo recycled water supplies will be an uninterruptable water source and the water supply and demand assessment assumes no reduction in supply availability.

The demand projections for the various hydrologic water years are summarized on the following pages in Table 7-2, Table 7-3, and Table 7-4. These tables include the total projected water demands through 2040, and estimates for total estimated water supply based on the hydrologic water years. These tables document the estimated total supply and demand during normal water years.

Table 7-2 Normal Year Supply and Demand Comparison

	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply	12,691	13,690	14,620	15,484	16,405
Demand	11,342	12,341	13,271	14,135	15,056
Difference	1,349	1,349	1,349	1,349	1,349

Table 7-3 Single Dry Year Supply and Demand Comparison

	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply	12,691	13,690	14,620	15,484	16,405
Demand	11,342	12,341	13,271	14,135	15,056
Difference	1,349	1,349	1,349	1,349	1,349

Table 7-4 Multiple Dry Years Supply and Demand Comparison

		2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
First year	Supply totals	12,691	13,690	14,620	15,484	16,405
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	1,349	1,349	1,349	1,349	1,349
Second year	Supply totals	12,691	13,690	14,620	15,484	16,405
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	1,349	1,349	1,349	1,349	1,349
Third year	Supply totals	12,139	13,089	13,972	14,793	15,668
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	797	748	701	658	612
Fourth year	Supply totals	11,588	12,487	13,324	14,102	14,931
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	246	146	53	(33)	(126)
Fifth year	Supply totals	11,036	11,886	12,676	13,410	14,193
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	(306)	(456)	(595)	(725)	(863)

7.4 MANAGEMENT TOOLS AND OPTIONS

Law

> *10620 (f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.*

Table 7-4 compares the total supply available in multiple dry years to projected demand totals. Under multiple year drought conditions, the City may be required to implement water reduction actions to mitigate potential supply shortfalls. For the analysis, groundwater supply has been assumed to be at the average 1,480 AFY of groundwater extraction between 1993 and 2020, as noted in Table 6-9. However, the maximum annual extraction in this period was 2,092 AF in 2008, so additional groundwater extraction could be used to account for supply deficits in multiple dry years, as necessary. In addition, as discussed in Section 4.1, the per capita water use used for the demand projections is based on a rebound from drought restrictions and the economic recession, and future projections do not account for potential decreases in demand resulting from

increased savings from passive conservation (that is, the future projections do not account for future increases in the use of water-saving appliances). The City and CCWD have demonstrated in recent years that, during extended dry periods, they can address deficits by reducing demand in their service areas.

7.5 DROUGHT RISK ASSESSMENT

As part of the 2020 UWMP, the California Water Code now requires urban water suppliers to develop a drought risk assessment (DRA). The DRA is a planning exercise that considers the effects on available water supply sources should a five-year drought occur immediately following the preparation of the DRA. It is similar in nature to the supply and demand assessment described in a previous section, but only evaluates five-year drought. The DRA also considers the effect of the City's Water Shortage Contingency Plan, and the impact of climate changes on available supply and total demand. Ultimately, the DRA is a proactive planning review that readies the City for the worst case water supply condition should it occur in the immediate future.

Law

10635 (b)	*Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:* *(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.* *(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.* *(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.* *(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.*

7.5.1 DRA Data, Methods, and Basis for Water Shortage Conditions

The DRA evaluates the effect on available water supply during the course of a five-year drought. As such, the same data and methodology used for preparing the supply and demand assessment through 2045, described in a previous section, can be used for the purposes of the DRA.

For conservative planning purposes the DRA considers an unconstrained demand condition within the City's service area, which means no additional demand management measures or water use reduction methods are in place outside of the City's year-round prohibitions. This conservative planning condition allows the DRA to identify if additional water use reductions, documented in the

Water Shortage Contingency Plan, should be implemented. It should also be noted that the CCWD 2020 UWMP considers a similar demand condition in the preparation of their 2020 UWMP, which also includes the City's service area.

7.5.2 DRA Individual Water Source Reliability

The results of the DRA are documented on Table 7-5, which indicates that the City's available potable supplies are expected to be able to meet the projected demands through the year 2025 should a five-year drought occur. As reported in Chapter 6 the City's potable water supply consisted of 85-90% of surface water purchased from CCWD and 10-15% of groundwater extracted from Pittsburg Plain groundwater basin; recycled water supplies were provided by Delta Diablo.

Consistent with the supply and demand assessment discussed in a previous section the City's DRA assumes an available groundwater supply consistent with the average of historical groundwater pumped between 1993 and 2020, an available surface water supply consistent with the at least 85% of the City's projected demand during the drought conditions, and an available recycled water to meet the existing demand requirements. Additionally, available supply volume reductions, as extracted from the CCWD 2020 UWMP, are applied during the five-year drought to quantify the effect of consecutive dry years. The available water supply volumes for each water source are documented below:

- **Surface Water:** The available purchase water supply volume during a normal water year is assumed equal to the rate of the City unconstrained water demand as documented in the 2020 UWMP Chapter 4. This available supply volume is reduced during the course of a five-year drought based on the percentage provided by CCWD.
- **Groundwater:** The available groundwater supply volume is estimated from the average of historical groundwater pumped between 1993 and 2020, or 1,349 AFY. The City's groundwater production has proven generally stable even under extended dry periods. Therefore, the available groundwater supply volume during a five-year drought is assumed the same as the historically average pumping volume, or 1,349 AFY.
- **Recycled Water:** The available recycled water supply volume is assumed equal to the recycled water customers' demand. Recycled water from Delta Diablo has been a highly reliable supply and as such the available recycled water supply volume during the drought condition remains the same as in a normal year.

As shown on Table 7-5 the City is expected to have sufficient supplies to meet demands should a multiple year drought occur in the immediate future. However, the City has developed a Water Shortage Contingency Plan that is intended to address potential water shortage conditions and identifies multiple potential actions that the City can implement to reduce demands and ensure supply reliability.

7.5.3 DRA Total Water Supply and Use Comparison

As discussed in previous sections the City's DRA is summarized in Table 7-5. Using assumptions for available supplies consistent with previous planning efforts, and accounting for an unconstrained demand condition, the DRA shows that the City will be able to meet projected water demands under a 5-consecutive-year drought starting in 2021. At this point in time water shortage declarations or shortage response actions are required to be implemented.

Table 7-5 Five-Year Drought Risk Assessment

Totals	2021	2022	2023	2024	2025
Demands					
Total Water Use	9,592	9,952	10,311	10,671	11,031
Supplies					
Total Supplies	11,858	12,066	11,744	11,400	11,036
Surplus/Shortfall w/o WSCP Action	2,267	2,115	1,432	729	5
Planned WSCP Actions (use reduction and supply augmentation)					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)	**2,267**	**2,115**	**1,432**	**729**	**5**
Resulting % Use Reduction from WSCP action	**0%**	**0%**	**0%**	**0%**	**0%**

CHAPTER 8 – WATER SHORTAGE CONTINGENCY PLANNING

This chapter summarizes the City's Water Shortage Contingency Plan (WSCP). The WSCP is a separately adopted planning document that most notably outlines levels of water shortage conditions, demand reduction methods to be implemented in the event of a water shortage and the process the City will implement to perform an annual Supply and Demand assessment. The WSCP also includes discussion of the City's communication protocols during a water shortage, methods of determining compliance and enforcing water use prohibitions, estimating the financial consequences of a water shortage, and the methods the City has in place to monitor and report the effectiveness of any water demand reduction methods implemented.

8.1 WATER SUPPLY RELIABILITY ANALYSIS

Law

10632 (a)(1)	*The analysis of water supply reliability conducted pursuant to Section 10635.*

The City currently uses a combination of surface water, groundwater and recycled water as sources of water supply. The groundwater is extracted from two wells in the Pittsburg Plain groundwater basin. The groundwater basin is managed by County of Contra Costa Groundwater Sustainability Agency. The surface water is diverted from CCWD's Contra Costa Canal. The recycled water is provided by Delta Diablo through the City's recycled water distribution system. Consistent with previously planning efforts the City's Water Supply Reliability Analysis considers the available supply volume for each source upon recycled water and surface water purchase agreement and historical groundwater pumping data. The Water Supply Reliability Analysis also considers the effects on available supply during a single-dry and five-year dry period; for conservative planning purposes supply reduction percentages from the CCWD 2020 UWMP were used to estimate the available groundwater supply during these dry-year periods.

The City has also prepared a Drought Risk Assessment, which is a proactive planning review that readies the City for worst case water supply conditions should they occur in the immediate future. The DRA compares the City's projected demands over the next five years to estimated available supplies should a five-year dry period occur. The results of the DRA prepared as part of the 2020 UWMP indicates that the City has sufficient supplies to meet projected demands over the next five years.

8.2 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT

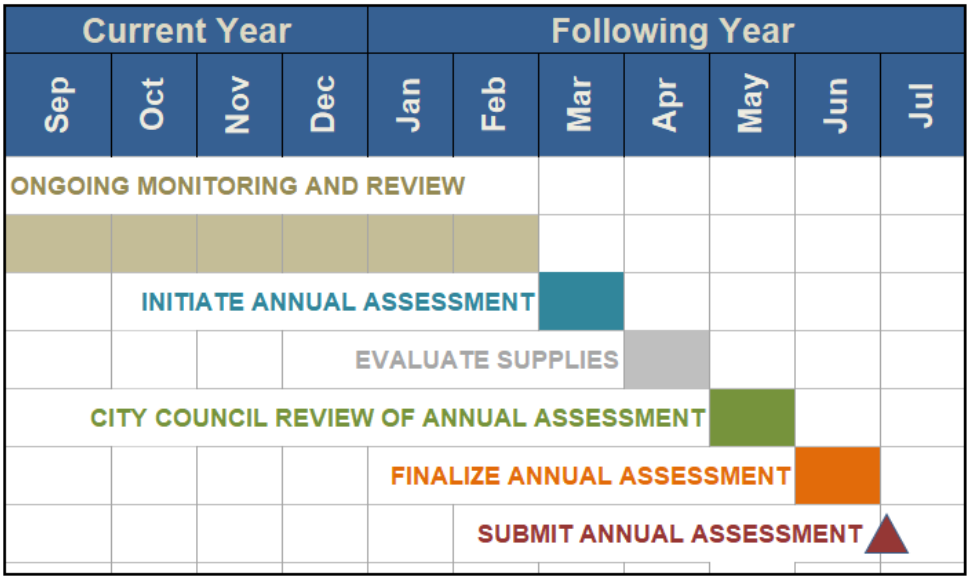
Updates to the California Water Code now requires that urban water suppliers prepare an annual water supply and demand assessment (Annual Assessment) on an annual basis. The findings of

this Annual Assessment will be summarized in a report submitted to the Department of Water Resources by July 1st of each calendar year, with the first report required for submission on July 1st, 2022. The purpose of this annual assessment is to ensure water suppliers are proactively considering the available water supplies and demand requirements, as well as identifying the potential need for implementing the Water Shortage Contingency Plan.

It should be noted that DWR is in the process of preparing a stand-alone guidance document that will outline general procedures to aid urban water suppliers in preparing the Annual Assessment. The decision-making process and Annual Assessment completion steps are preliminary at this point in time and will be further refined as the guidance document by DWR is completed.

The City's Water Shortage Contingency Plan is provided in **Appendix D** and summarizes the decision-making process and methodology used to prepare the Annual Assessment. The reporting timeline is shown on **Figure 8-1**.

Figure 8-1 Annual Assessment Reporting Timeline



8.3 SIX STANDARD WATER SHORTAGE LEVELS

The City's Water Shortage Contingency Plan reflects the DWR-recommended six standard water shortage levels, as documented on **Table 8-1**. Identifying the appropriate shortage level will be in accordance with the procedures outlined as part of the Annual Assessment procedures.

Table 8-1 Water Shortage Levels

Shortage Level	Shortage Level Condition	Percent Shortage Range
0	Normal	*None*
Level 1	Alert	Up to **10%**
Level 2	Significant	11 to **20%**
Level 3	Severe	21 to **30%**
Level 4	Critical	31 to **40%**
Level 5	Crisis	41 to **50%**
Level 6	Emergency	**> 50%**

As an example, if the Annual Assessment determines a shortage of 22%, The City would be considered in a Severe Drought condition. With recommendations from City staff, the City Council has the authority to declare the appropriate conservation level considered necessary to manage the system demands and mitigate the water shortage. The City Council can also downgrade, upgrade, or terminate a shortage response level based on City staff recommendations.

Each water rationing stage includes a water demand reduction percentage, which is to be applied to normal water demands. The plan is dependent on the cause, severity, and anticipated duration of the water shortage, and a combination of voluntary and mandatory water conservation measures, which can be put in place to reduce City-wide water usage. The water shortage stages are summarized on the following page in **Table 8-2.**

Table 8-2 Water Shortage Contingency Plan Levels

Shortage Level	Percent Supply Shortage/ Reduction	Pittsburg Shortage Level	Water Supply Condition
Level 0	**None**	**Normal**	At Level 0, no Water Supply Shortage condition exists.
Level 1	**Up to 10%**	**Alert**	A Level 1 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are up to 10%.
Level 2	**11 to 20%**	**Significant**	A Level 2 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 11 to 20%.
Level 3	**21 to 30%**	**Severe**	A Level 3 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 21 to 30%.
Level 4	**31 to 40%**	**Critical**	A Level 4 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 31 to 40%.
Level 5	**41 to 50%**	**Crisis**	A Level 5 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 41 to 50%.
Level 6	**> 50%**	**Emergency**	A Level 6 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are greater than 50%.

8.4 SHORTAGE RESPONSE ACTIONS

The City's WSCP includes shortage response actions that may be implemented during a water shortage. Additionally, the City's municipal code has multiple permanent water use restrictions in place year-round that minimize water waste. These shortage response actions and permanent water use restrictions are summarized in the WSCP, provided in **Appendix D**.

8.5 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

The plan adoption, submittal and availability process are the same as those for the City's UWMP. However, the WSCP may be periodically amended independently from the City's UWMP. Should an amendment to the WSCP be implemented, stakeholder and public notification methods consistent with the UWMP will be performed prior to adoption of the amended plan.

CHAPTER 9 – DEMAND MANAGEMENT MEASURES

This chapter summarizes the demand management measures, which are additional measures the supplier plans on implementing to achieve its water use targets and maintain ongoing water conservation.

9.1 DEMAND MANAGEMENT MEASURES AND IMPLEMENTATION

Law

> *10631 (f)(A) …The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.*
> *(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:*
> *(i) Water waste prevention ordinances.*
> *(ii) Metering.*
> *(iii) Conservation pricing.*
> *(iv) Public education and outreach.*
> *(v) Programs to assess and manage distribution system real loss.*
> *(vi) Water conservation program coordination and staffing support.*
> *(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.*

9.1.1 Water Waste Prevention Ordinances

The City has water waste prevention ordinances stipulated in the Municipal Code, which are permanent water use restrictions and prohibit the following:

- Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain.
- Irrigating landscaped areas with water in excess of the minimal amount required to sustain plant life, as determined by a staff water audit.
- Failing to repair a controllable leak of water
- Washing sidewalks, driveways, parking areas, tennis courts, patios, or other exterior paved areas except to alleviate a condition inimical to the public health or safety.
- The use of water for decorative fountains or pools, except for recycled water approved for such use.
- Using a hose without an automatic shutoff nozzle.

- Outside watering with City-furnished water that results in excessive flooding or runoff into a gutter, drain, walkway, or sewer.
- Irrigation between 11 AM and 6 PM is discouraged.
- The application of potable water to outdoor landscapes during and up to within 48 hours after measurable rainfall.
- The serving of drinking water, other than upon request, in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.

The City also encourages operators of hotels and motels to provide guests with the option of choosing not to have towels and linens laundered daily; the facilities are required to prominently display notice of this option in each guestroom using easily understood language.

9.1.2 Metering

Law

526
(a) Notwithstanding any other provisions of law, an urban water supplier that, on or after January 1, 2004, receives water from the federal Central Valley Project under a water service contract or subcontract…shall do both of the following:
(b) (1) On or before January 1, 2013, install water meters on all service connections to residential and nonagricultural commercial buildings…located within its service area.
527
(a) An urban water supplier that is not subject to Section 526 shall do both of the following:
(1) Install water meters on all municipal and industrial service connections located within its service area on or before January 1, 2025.

The City's water system is fully metered and automatic meter reading systems are continuing to be implemented. The City plans to continue metering all new connections and converting existing metered connections to automatic meter reading systems.

9.1.3 Conservation Pricing

The City has implemented conservation pricing for residential customers and Commercial, Industrial and Institutional (CII) accounts. The City has a tiered rate structure for single family residential customers.

9.1.4 Public Outreach and Rebate Programs

The City, in cooperation with the CCWD, has multiple programs in place to reduce water consumption by raising public awareness of water conservation. The School Education Program aims to teach children the importance of water and water conservation and provides programs that promote and reinforce the recognition of activities that could affect water quality,

understanding the connection between health and water quality, understanding watershed biodiversity, and the importance of water conservation.

The City has also developed a Public Information Program in partnership with CCWD, that aims to promote water conservation messages and programs through a variety of media avenues including publications, website pages, presentations, community event booths, mailers, newsletters, newspaper ads, and water education programs.

The City has also developed a CII conservation program in partnership with CCWD. This program includes inspection of individual water-using devices and the detailed report listing improvements that can be made to the equipment to increase water use efficiency. Rebates are offered as incentive to upgrade to more efficient equipment. The City also performs indoor and outdoor water use survey programs for single-family and multi-family residential areas and provides rebates for water-efficient appliances

9.1.4.1 Water Conservation Rebate Programs

The City is currently implementing the following rebate programs in cooperation with CCWD:

Lawn to Garden Rebate Program

The Lawn to Garden Rebate Program provides an incentive to customers to replace water-thirsty lawns with water wise landscaping. Residential customers can receive up to $1,000 and commercial properties up to $20,000. The program, along with many like it throughout California, aims to encourage sustainable, water-wise landscaping.

Smart Irrigation Timer Rebates

Smart irrigation timers save water by allowing the irrigation schedule to be automatically updated with changes in the weather. Many of the new models allow homeowners to manage their irrigation using an app on their smart phone. The District provides a rebate up to 50% of the list cost of the irrigation timer.

Pool Cover Rebates

Pool covers save water by reducing the amount of water that is evaporated when the pool is not in use. The District provides a rebate of $50 to customer who purchase a new pool cover.

Greywater Rebate

The District offers a $50 rebate as an incentive for homeowners to install “simple” grey water system at their homes

9.1.5 Programs to Assess and Manage Distribution System Real Loss

In order to determine if leaks exist in the supply and distribution system, actual metered water use is compared to total well production. Monthly production is tracked and reviewed annually to determine if the system is experiencing any significant losses. Upon the determination that a source of significant loss exists, the Maintenance Department will determine the specific location of the loss and schedule any discovered leaks for repair. A record of leak discovery and repair are kept, as well as documentation of each incident and/or detected leak. Upon the completion of a repair, follow up comparison of production versus water use is tracked to estimate the total amount of water saved due to the repair

The City has implemented a system water audit to determine if leaks in the supply and distribution system exist and a method for repair in the event that the leaks become significant. The system audit is performed by tracking the actual metered water use, which can be compared to total well production. Production is tracked monthly, and reviewed annually to determine if the system exhibits significant losses.

9.1.6 Water Conservation Program Coordination and Staffing Support

In order to manage and coordinate the water conservation programs implemented by the City, an employee is appointed to be responsible for water conservation. The coordinator's position has been active at the City since 1995 as a shared part-time responsibility between the City's Public Works Director, and the City's Administrative Officer. The majority of the funding for these duties is through CCWD's program and is included in the raw water rates.

9.1.7 Other Demand Management Measures

Since 1988 CCWD has been distributing and installing low flow showerheads to single family and multi-family residential customers. Additionally, CCWD provides faucet aerators to single family and multi-family residential customers. The City has coordinated with CCWD in the implementation of this program throughout the City's service area.

In 1999 CCWD began providing rebates for the installation of high-efficiency washing machines. This program is ongoing and the City participates in the implementation of this rebate within its service area.

CCWD also offers a high efficiency toilet replacement program, which provides customers with a rebate after the installation of a qualifying toilet or a discount voucher for the purchase of specific toilet models. Rebates are provided for all customer classes. The City participates in this rebate program and offers it throughout the service area.

CHAPTER 10 – PLAN ADOPTION, SUBMITTAL AND IMPLEMENTATION

This chapter summarizes the process for adopting and submitting the UWMP as well as the ways the public can access the adopted UWMP

10.1 INCLUSION OF ALL 2020 DATA

The City is preparing the 2020 UWMP on the basis of a fiscal year and preparation of the plan was completed following the end of fiscal year 2020. Relevant data has been updated through June of 2020.

10.2 NOTICE OF PUBLIC HEARING

This section documents the public notification process and when notice was given.

10.2.1 Notice to Cities and Counties

Law

> *10621 (b) Every urban water supplier required to prepare a plan shall…at least 60 days prior to the public hearing on the plan…notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.*
>
> *10642 …The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area…*

The City provided notice to relevant stakeholders, summarized in Table 10-1, on April 8th, 2021; this notification date was more than the required 60 days prior to the public hearing on the 2020 UWMP.

Table 10-1 Notification to Cities and Counties

City or County Name	60 Day Notice	Notice of Public Hearing
Contra Costa County	☑	☑

10.2.2 Notice to the Public

Law

> *10642 …Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection…Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code…*
>
> *Government Code 6066*
> *Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.*

A notice of the public hearing was published in the local newspaper in a manner pursuant to the stated Government Code 6066. Documentation of the notice provided to the public is included in **Appendix E** and the draft 2020 UWMP was available for review at various City facilities and on the City's web page.

10.3 PUBLIC HEARING AND ADOPTION

After the public review, the City held an informational public hearing on August 16th, 2021, to provide information about the City's 2020 UWMP, as well as to receive comments and input from members of the community. Following public hearing, the City held a City Council meeting on September 20th, 2021 to adopt the final 2020 UWMP; **Appendix E** includes a copy of the adopting resolution.

10.4 PLAN SUBMITTAL

The UWMPA requires water agencies to submit a copy of the adopted 2020 UWMP to the DWR within 30 days of adoption and before July 1st, 2021. Additionally, water agencies are required to submit a copy of the adopted 2020 UWMP to all relevant stakeholders within 30 days of adoption.

10.5 PUBLIC AVAILABILITY

The UWMPA requires water agencies to submit a copy of the adopted 2020 UWMP to the DWR within 30 days of adoption and before July 1st, 2021. Additionally, water agencies are required to submit a copy of the adopted 2020 UWMP to all relevant stakeholders within 30 days of adoption.

10.6 AMENDING AND ADOPTED UWMP

Consistent with the UWMPA requirements, a copy of the 2020 UWMP was made available to the public in the office of the City Clerk at City Hall within 30 days of adoption.

CHAPTER 11 – DWR CHECKLIST

This report is organized in accordance with the outline suggested by DWR for the 2020 Urban Water Management Plans. This additional chapter is included to guide the reviewers to the chapters or sections in this report that address the items listed in the DWR Checklist, as published in the Final Guidebook (March 2021). The completed DWR checklist is included as **Table 11-1**.

Table 11-1 DWR Checklist

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
1	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and Overview	10615	Chapter 4, 6
2	Each plan shall include a simple description of the supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a supplier may also choose to include a simple description at the beginning of each chapter.	Summary	10630.5	Chapter 1-10
3	Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.	Plan Preparation	10620(b)	-
4	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	10620(d)(2)	Section 10.2
5	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan Preparation	10642	Section 10.2
6	Retail suppliers will include documentation that they have provided their wholesale supplier(s) - if any - with water use projections from that source.	System Supplies	10631(h)	Section 2.6, Section 6.1

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
7	Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types.	System Supplies	10631(h)	Section 2.6
8	Describe the water supplier service area.	System Description	10631(a)	Section 3.1
9	Describe the climate of the service area of the supplier.	System Description	10631(a)	Section 3.2
10	Provide population projections for 2025, 2030, 2035, 2040 and optionally 2045.	System Description	10631(a)	Section 3.3
11	Describe other social, economic, and demographic factors affecting the supplier's water management planning.	System Description	10631(a)	Section 3.1, Section 3.3
12	Indicate the current population of the service area.	System Description and Baselines and Targets	10631(a)	Section 3.3
13	Describe the land uses within the service area.	System Description	10631(a)	Section 3.1.3
14	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	10631(d)(1)	Section 4.2
15	Retail suppliers shall provide data to show the distribution loss standards were met.	System Water Use	10631(d)(3)(C)	Section 4.3
16	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System Water Use	10631(d)(4)(A)	Section 4.4
17	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System Water Use	10631(d)(4)(B)	-

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
18	Report the distribution system water loss for each of the 5 years preceding the plan update.	System Water Use	10631(d)(3)(A)	Section 4.3
19	Include projected water use needed for lower income housing projected in the service area of the supplier.	System Water Use	10631.1(a)	Section 4.5
20	Demands under climate change considerations must be included as part of the drought risk assessment.	System Water Use	10635(b)	Section 7.5
21	Retail suppliers shall provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	Baselines and Targets	10608.20(e)	Chapter 5
22	Retail suppliers shall meet their water use target by December 31, 2020.	Baselines and Targets	10608.24(a)	Chapter 5
23	Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions.	Baselines and Targets	10608.36	-
24	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment.	Baselines and Targets	10608.24(d)(2)	-
25	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5-year baseline. This does not apply if the suppliers base GPCD is at or below 100.	Baselines and Targets	10608.22	Section 5.6
26	Retail suppliers shall report on their compliance in meeting their water use targets. The data shall be reported using a standardized form in the SBX7-7 2020 Compliance Form.	Baselines and Targets	10608.4	Section 5.7

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
27	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought.	System Supplies	10631(b)(1)	Sections 7.5
28	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System Supplies	10631(b)(1)	Sections 7.5
29	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System Supplies	10631(b)(2)	Section 6.2
30	Describe measures taken to acquire and develop planned sources of water.	System Supplies	10631(b)(3)	Section 6.1
31	Identify and quantify the existing and planned sources of water available for 2020, 2025, 2030, 2035, 2040 and optionally 2045.	System Supplies	10631(b)	Section 6.9
32	Indicate whether groundwater is an existing or planned source of water available to the supplier.	System Supplies	10631(b)	Section 6.2
33	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System Supplies	10631(b)(4)(A)	Section 6.2.2
34	Describe the groundwater basin.	System Supplies	10631(b)(4)(B)	Section 6.2.1
35	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump.	System Supplies	10631(b)(4)(B)	Section 6.2.3

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
36	For unadjudicated basins, indicate whether or not the department has identified the basin as a high or medium priority. Describe efforts by the supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	System Supplies	10631(b)(4)(B)	Section 6.2.2.1
37	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years.	System Supplies	10631(b)(4)(C)	Section 6.2.4
38	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	10631(b)(4)(D)	Section 6.9
39	Describe the opportunities for exchanges or transfers of water on a short-term or long- term basis.	System Supplies	10631(c)	Section 6.7
40	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System Supplies (Recycled Water)	10633(b)	Section 6.5.2
41	Describe the recycled water currently being used in the supplier's service area.	System Supplies (Recycled Water)	10633(c)	Section 6.5.3
42	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System Supplies (Recycled Water)	10633(d)	Section 6.5.4
43	Describe the projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	System Supplies (Recycled Water)	10633(e)	Section 6.5.4

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
44	Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System Supplies (Recycled Water)	10633(f)	Section 6.5.5
45	Provide a plan for optimizing the use of recycled water in the supplier's service area.	System Supplies (Recycled Water)	10633(g)	Section 6.5.5
46	Describe desalinated water project opportunities for long-term supply.	System Supplies	10631(g)	Section 6.6
47	Describe the wastewater collection and treatment systems in the supplier's service area with quantified amount of collection and treatment and the disposal methods.	System Supplies	10633(a)	Section 6.5.2
48	Describe the expected future water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and for a period of drought lasting 5 consecutive water years.	System Supplies	10631(f)	Section 6.9
49	The UWMP must include energy information, as stated in the code, that a supplier can readily obtain.	System Suppliers, Energy Intensity	10631.2(a)	Section 6.10, Appendix C
50	Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability	Water Supply Reliability Assessment	10634	Section 7.1
51	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Supply Reliability Assessment	10620(f)	Section 6.2.2, Section 7.4

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
52	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years.	Water Supply Reliability Assessment	10635(a)	Section 7.3
53	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water Supply Reliability Assessment	10635(b)	Section 7.5
54	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts 5 consecutive years.	Water Supply Reliability Assessment	10635(b)(1)	Section 7.5
55	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water Supply Reliability Assessment	10635(b)(2)	Section 7.3, Section 7.5
56	Include a comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.	Water Supply Reliability Assessment	10635(b)(3)	Section 7.3, Section 7.5
57	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water Supply Reliability Assessment	10635(b)(4)	Section 7.3, Section 7.5
58	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water Shortage Contingency Planning	10632(a)	Chapter 8, Appendix D
59	Provide the analysis of water supply reliability (from Chapter 7 of Guidebook) in the WSCP	Water Shortage Contingency Planning	10632(a)(1)	Chapter 8, Appendix D

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
60	Describe reevaluation and improvement procedures for monitoring and evaluation the water shortage contingency plan to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water Shortage Contingency Planning	10632(a)(10)	Chapter 8, Appendix D
61	Provide the written decision- making process and other methods that the supplier will use each year to determine its water reliability.	Water Shortage Contingency Planning	10632(a)(2)(A)	Chapter 8, Appendix D
62	Provide data and methodology to evaluate the supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water Shortage Contingency Planning	10632(a)(2)(B)	Chapter 8, Appendix D
63	Define six standard water shortage levels of 10, 20, 30, 40, 50 percent shortage and greater than 50 percent shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water Shortage Contingency Planning	10632(a)(3)(A)	Chapter 8, Appendix D
64	Suppliers with an existing water shortage contingency plan that uses different water shortage levels must cross reference their categories with the six standard categories.	Water Shortage Contingency Planning	10632(a)(3)(B)	Chapter 8, Appendix D
65	Suppliers with water shortage contingency plans that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water Shortage Contingency Planning	10632(a)(4)(A)	Chapter 8, Appendix D
66	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water Shortage Contingency Planning	10632(a)(4)(B)	Chapter 8, Appendix D

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
67	Specify locally appropriate operational changes.	Water Shortage Contingency Planning	10632(a)(4)(C)	Chapter 8, Appendix D
68	Specify additional mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions are appropriate to local conditions.	Water Shortage Contingency Planning	10632(a)(4)(D)	Chapter 8, Appendix D
69	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water Shortage Contingency Planning	10632(a)(4)(E)	Chapter 8, Appendix D
70	The plan shall include a seismic risk assessment and mitigation plan.	Water Shortage Contingency Plan	10632.5	Chapter 8, Appendix D
71	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water Shortage Contingency Planning	10632(a)(5)(A)	Chapter 8, Appendix D
72	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water Shortage Contingency Planning	10632(a)(5)(B)10632(a)(5)(C)	Chapter 8, Appendix D
73	Retail supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water Shortage Contingency Planning	10632(a)(6)	Chapter 8, Appendix D
74	Describe the legal authority that empowers the supplier to enforce shortage response actions.	Water Shortage Contingency Planning	10632(a)(7)(A)	Chapter 8, Appendix D
75	Provide a statement that the supplier will declare a water shortage emergency Water Code Chapter 3.	Water Shortage Contingency Planning	10632(a)(7)(B)	Chapter 8, Appendix D

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
76	Provide a statement that the supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water Shortage Contingency Planning	10632(a)(7)(C)	Chapter 8, Appendix D
77	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	10632(a)(8)(A)	Chapter 8, Appendix D
78	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	10632(a)(8)(B)	Chapter 8, Appendix D
79	Retail suppliers must describe the cost of compliance with Water Code Chapter 3.3: Excessive Residential Water Use During Drought	Water Shortage Contingency Planning	10632(a)(8)(C)	Chapter 8, Appendix D
80	Retail suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water Shortage Contingency Planning	10632(a)(9)	Chapter 8, Appendix D
81	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water Shortage Contingency Planning	10632(b)	Chapter 8, Appendix D
82	Provide supporting documentation that Water Shortage Contingency Plan has been, or will be, provided to any city or county within which it provides water, no later than 30 days after the submission of the plan to DWR.	Plan Adoption, Submittal, and Implementation	10635(c)	Section 8.5, Appendix D, and 10.4
83	Make available the Water Shortage Contingency Plan to customers and any city or county where it provides water within 30 after adopted the plan.	Water Shortage Contingency Planning	10632(c)	Chapter 8, Appendix D

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
84	Wholesale suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and supplier assistance program.	Demand Management Measures	10631(e)(2)	Sections 9.1 and 9.3
85	Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	10631(e)(1)	Sections 9.2 and 9.3
86	Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan Adoption, Submittal, and Implementation	10608.26(a)	Chapter 10.3
87	Notify, at least 60 days prior to the public hearing, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Reported in Table 10-1.	Plan Adoption, Submittal, and Implementation	10621(b)	Section 10.2.1
88	Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.	Plan Adoption, Submittal, and Implementation	10621(f)	Section 10.4
89	Provide supporting documentation that the urban water supplier made the plan and contingency plan available for public inspection, published notice of the public hearing, and held a public hearing about the plan and contingency plan.	Plan Adoption, Submittal, and Implementation	10642	Sections 10.2
90	The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.	Plan Adoption, Submittal, and Implementation	10642	Section 10.2

No.	UWMP Requirement	Subject	California Water Code Reference	UWMP Location
91	Provide supporting documentation that the plan and contingency plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	10642	Section 10.4
92	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	10644(a)	Section 10.4
93	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	10644(a)(1)	Section 10.4
94	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	10644(a)(2)	Sections 10.4
95	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	10645(a)	Section 10.5
96	Provide supporting documentation that, not later than 30 days after filing a copy of its water shortage contingency plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	10645(b)	Section 10.5
97	If supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan Adoption, Submittal, and Implementation	10621(c)	-
98	If revised, submit a copy of the water shortage contingency plan to DWR within 30 days of adoption.	Plan Adoption, Submittal, and Implementation	10644(b)	-

APPENDICES

APPENDIX A

DWR Recommended Tables

Submittal Table 2-1 Retail Only: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2020	Volume of Water Supplied 2020 *
Add additional rows as needed			
710008	City of Pittsburg	20,328	9,232
	TOTAL	20,328	9,232
**** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*			
NOTES:			

Submittal Table 2-2: Plan Identification			
Select Only One	**Type of Plan**		**Name of RUWMP or Regional Alliance** *if applicable* (select from drop down list)
☑	**Individual UWMP**		
	☐	Water Supplier is also a member of a RUWMP	
	☑	Water Supplier is also a member of a Regional Alliance	Contra Costa Water District Alliance
☐	**Regional Urban Water Management Plan (RUWMP)**		
NOTES:			

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesaler
☑	Supplier is a retailer
Fiscal or Calendar Year (select one)	
☐	UWMP Tables are in calendar years
☑	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
7/1	
Units of measure used in UWMP * (select from drop down)	
Unit	AF
**** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange
The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631.
Wholesale Water Supplier Name
Add additional rows as needed
Contra Costa Water District
NOTES:

Submittal Table 3-1 Retail: Population - Current and Projected						
Population Served	2020	2025	2030	2035	2040	2045*(opt)*
	74,321	82,056	89,492	96,408	102,840	109,700
NOTES:						

Submittal Table 4-1 Retail: Demands for Potable and Non-Potable[1] Water - Actual			
Use Type	2020 Actual		
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	Level of Treatment When Delivered Drop down list	Volume[2]
Add additional rows as needed			
Single Family		Drinking Water	4,399
Multi-Family		Drinking Water	1,184
Commercial		Drinking Water	479
Industrial		Drinking Water	889
Institutional/Governmental		Drinking Water	152
Landscape		Drinking Water	915
Other	Hydrant meters	Drinking Water	23
Losses	See Note	Drinking Water	1,192
		TOTAL	9,232

[1] *Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.*

[2] *Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Losses included apparent loss, real losses, unmetered, and other miscellaneous non-revenue water.

Submittal Table 4-2 Retail: Use for Potable and Non-Potable[1] Water - Projected						
Use Type	Additional Description (as needed)	Projected Water Use[2] *Report To the Extent that Records are Available*				
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		2025	2030	2035	2040	2045 (opt)
Add additional rows as needed						
Single Family		5,256	5,732	6,175	6,587	7,026
Multi-Family		1,415	1,543	1,662	1,773	1,891
Commercial		572	624	672	717	765
Industrial		1,062	1,158	1,248	1,331	1,420
Institutional/Governmental		181	198	213	227	242
Landscape		1,093	1,192	1,284	1,370	1,461
Other	Hydrant meters	28	30	33	35	37
Losses		1,424	1,553	1,673	1,784	1,903
TOTAL		11,031	12,030	12,960	13,824	14,745

[1] *Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.* [2] *Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Losses included apparent loss, real losses, unmetered, unbilled and non-revenue water.

Submittal Table 4-3 Retail: Total Water Use (Potable and Non-Potable)						
	2020	2025	2030	2035	2040	2045 (opt)
Potable Water, Raw, Other Non-potable *From Tables 4-1R and 4-2 R*	9,232	11,031	12,030	12,960	13,824	14,745
Recycled Water Demand[1] *From Table 6-4*	111	311	311	311	311	311
Optional Deduction of Recycled Water Put Into Long-Term Storage[2]						
TOTAL WATER USE	9,343	11,342	12,341	13,271	14,135	15,056

[1] Recycled water demand fields will be blank until Table 6-4 is complete *[2]*
*Long term storage means water placed into groundwater or surface storage that is not removed from storage in the same year. Supplier **may** deduct recycled water placed in long-term storage from their reported demand. This value is manually entered into Table 4-3.*

NOTES:

Submittal Table 4-4 Retail: Last Five Years of Water Loss Audit Reporting	
Reporting Period Start Date (mm/yyyy)	Volume of Water Loss [1,2]
07/2015	671
07/2016	568
07/2017	616
07/2018	745
07/2019	946
[1] *Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.* [2] ***Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*	
NOTES: July 2015 reporting period water loss estimated based on recent water loss audits.	

Submittal Table 4-5 Retail Only: Inclusion in Water Use Projections	
Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook) *Drop down list (y/n)*	Yes
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.	Location in UWMP: Section 4.3
Are Lower Income Residential Demands Included In Projections? *Drop down list (y/n)*	Yes
NOTES:	

Submittal Table 5-1 Baselines and Targets Summary
From SB X7-7 Verification Form
Retail Supplier or Regional Alliance Only

Baseline Period	Start Year *	End Year *	Average Baseline GPCD*	Confirmed 2020 Target*
10-15 year	*1999*	*2008*	*163*	*131*
5 Year	*2004*	*2008*	*163*	

**All cells in this table should be populated manually from the supplier's SBX7-7 Verification Form and reported in Gallons per Capita per Day (GPCD)*

Submittal Table 5-2: 2020 Compliance **From** **SB X7-7 2020 Compliance Form** *Retail Supplier or Regional Alliance Only*				
2020 GPCD				
Actual 2020 GPCD*	2020 TOTAL Adjustments*	Adjusted 2020 GPCD* *(Adjusted if applicable)*	2020 Confirmed Target GPCD*	Did Supplier Achieve Targeted Reduction for 2020? Y/N
111	*-*	*111*	*131*	*YES*
**All cells in this table should be populated manually from the supplier's SBX7-7 2020 Compliance Form and reported in Gallons per Capita per Day (GPCD)*				
NOTES:				

Submittal Table 6-1 Retail: Groundwater Volume Pumped						
☐	Supplier does not pump groundwater. The supplier will not complete the table below.					
☐	All or part of the groundwater described below is desalinated.					
Groundwater Type ***Drop Down List*** *May use each category multiple times*	Location or Basin Name	2016*	2017*	2018*	2019*	2020*
Add additional rows as needed						
Alluvial Basin	Pittsburg Plain	1353	1429	1470	1154	1480
	TOTAL	1,353	1,429	1,470	1,154	1,480
**** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*						
NOTES:						

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2020						
☐	There is no wastewater collection system. The supplier will not complete the table below.					
100%	Percentage of 2020 service area covered by wastewater collection system *(optional)*					
100%	Percentage of 2020 service area population covered by wastewater collection system *(optional)*					
Wastewater Collection			**Recipient of Collected Wastewater**			
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? *Drop Down List*	Volume of Wastewater Collected from UWMP Service Area 2020 *	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area? *Drop Down List*	Is WWTP Operation Contracted to a Third Party? *(optional)* *Drop Down List*
Delta Diablo (Sanitation District)	Metered	14,528	Delta Diablo (Sanitation District)	Delta Diablo Wastewater Treatment Plan	No	No
Total Wastewater Collected from Service Area in 2020:		14,528				
**** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3* **.**						
NOTES:Delta Diablo does not have metered wastewater flows broken down by city for its service area, thus wastewater flows for Pittsburg alone are not reported herein.						

Submittal Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2020

☑ **No wastewater is treated or disposed of within the UWMP service area.** The supplier will not complete the table below.

Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number *(optional)* [2]	Method of Disposal *Drop down list*	Does This Plant Treat Wastewater Generated Outside the Service Area? *Drop down list*	Treatment Level *Drop down list*	2020 volumes [1]				
							Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area	Instream Flow Permit Requirement
Delta Diablo	New York	New York		River or creek	Yes	Secondary,					
						Total	0	0	0	0	0

[1] **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.

[2] If the **Wastewater Discharge ID Number** is not available to the UWMP preparer, access the SWRCB CIWQS regulated facility website at https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/CiwqsReportServlet?inCommand=reset&reportName=RegulatedFacility

NOTES: Recycled water within service area, wastewater treated and discharged treated wastewater provided is for the Delta Diablo service area, not the Pittsburg service area.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area

☐ Recycled water is not used and is not planned for use within the service area of the supplier.
The supplier will not complete the table below.

Name of Supplier Producing (Treating) the Recycled Water:	Delta Diablo (Sanitation District)
Name of Supplier Operating the Recycled Water Distribution System:	Delta Diablo (Sanitation District)
Supplemental Water Added in 2020 (volume) *Include units*	
Source of 2020 Supplemental Water	

Beneficial Use Type *Insert additional rows if needed.*	**Potential** Beneficial Uses of Recycled Water (Describe)	Amount of **Potential** Uses of Recycled Water (Quantity) *Include volume units* [1]	General Description of 2020 Uses	Level of Treatment *Drop down list*	2020 [1]	2025 [1]	2030 [1]	2035 [1]	2040 [1]	2045 [1] (opt)
Agricultural irrigation										
Landscape irrigation (exc golf courses)				Tertiary	111	311	311	311	311	311
Golf course irrigation										
Commercial use										
Industrial use										
Geothermal and other energy production										
Seawater intrusion barrier										
Recreational impoundment										
Wetlands or wildlife habitat										
Groundwater recharge (IPR)										
Reservoir water augmentation (IPR)										
Direct potable reuse										
Other (Description Required)										
				Total:	111	311	311	311	311	311
				2020 Internal Reuse						

[1] ***Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Current and projected water use is based on 2020 fiscal year recycled water use and planned recycled water projects outined in Table 6-6

Submittal Table 6-5 Retail: 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual

☐	Recycled water was not used in 2015 nor projected for use in 2020. The supplier will not complete the table below. If recycled water was not used in 2020, and was not predicted to be in 2015, then check the box and do not complete the table.

Beneficial Use Type	2015 Projection for 2020 [1]	2020 Actual Use[1]
Insert additional rows as needed.		
Agricultural irrigation		
Landscape irrigation (exc golf courses)	335	111
Golf course irrigation	333	0
Commercial use		
Industrial use	6,089	0
Geothermal and other energy production		
Seawater intrusion barrier		
Recreational impoundment		
Wetlands or wildlife habitat		
Groundwater recharge (IPR)		
Reservoir water augmentation (IPR)		
Direct potable reuse		
Other (Description Required)		
Total	6,757	111

[1] **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.

NOTE: Industrial use volumes were documented in the 2015 UWMP for informational purposes only and reflected demands for which CCWD, and not the City, was considered the backup water supply. This industrial use is not documented as part of the 2020 UWMP..

Submittal Table 6-6 Retail: Methods to Expand Future Recycled Water Use			
☐	Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
	Provide page location of narrative in UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use *
Add additional rows as needed			
Parkside Elementary School	Irrigation	2021	35
Marina Vista	Irrigation	2021	25
Buckley Square	Irrigation	2021	15
Landscape along Railroad Avenue	Irrigation	2022	10
Law Enforcement Training Center	Irrigation	2022	35
Median on 3rd Avenue & Railroad Avenue	Irrigation	2022	10
Bay Harbor HOA	Irrigation	2023	70
		Total	200
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*			
NOTES:			

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs						
☐	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.					
☐	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.					
	Provide page location of narrative in the UWMP					
Name of Future Projects or Programs	Joint Project with other suppliers?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type *Drop Down List*	Expected Increase in Water Supply to Supplier* *This may be a range*
	Drop Down List (y/n)	*If Yes, Supplier Name*				
Add additional rows as needed						
Long-term Transfer	Yes	CCWD	CCWD would enter into a long-term water transfer aggrement for a fixed amount of water supplies.	2030		6,000
Spot Market Purchase	Yes	CCWD	CCWD would determine its water supply requirements each year and decide whether to purchase additional supplies	2030		6,000
Long-term Agricultural Conjunctive Use	Yes	CCWD	CCWD would partner with an agricultural partner or irrigation district north of the Delta which has both pre-1914 surface water supplies and access to groundwater supplies. In dry years, the agricultural district would shift its water usage to local groundwater supplies and transfer its surface water allocation to CCWD.	2030		6,000

Long-term Agricultural Fallowing	Yes	CCWD	CCWD would partner with an agricultural partner, such as a large agricultural water user or irrigation district, to exchange supplies in dry years either by fallowing land or shifting crops to conserve water for other uses.	2030		6,000
Industrial Recycled Water Project	Yes	CCWD	Project will deliver recycled water from CCCSD to major insudtrial customers	TBD	Average Year	> 3,400
CCWD Active Near-Term Conservation Program	Yes	CCWD	Ongoing investments in active conservation programs	Ongoing	Average Year	3,000
CCWD Active Long-Term Conservation Program	Yes	CCWD	Ongoing investments in active conservation programs	Ongoing	Average Year	8,800
Long-Term Water Transfer or Other preferred alternative	Yes	CCWD	Project to meet multiple-dry year shortfall projected to begin in 2045	2040-2045	Multi-Dry Year	2,000
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*						
NOTES:						

Submittal Table 6-8 Retail: Water Supplies — Actual				
Water Supply	Additional Detail on Water Supply	2020		
Drop down list May use each category multiple times.These are the only water supply categories that will be recognized by the WUEdata online submittal tool		Actual Volume*	Water Quality Drop Down List	Total Right or Safe Yield* (optional)
Add additional rows as needed				
Purchased or Imported Water	Purchased from CCWD	7,752	Drinking Water	
Groundwater (not desalinated)	Extracted from Pittsburg Plain Groundwater Basin	1,480	Drinking Water	
Recycled Water	Produced by Delta Diablo for the City of Pittsburg	111	Recycled Water	
	Total	9,343		0
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*				
NOTES:				

Submittal Table 6-9 Retail: Water Supplies — Projected											
Water Supply	Additional Detail on Water Supply	Projected Water Supply * Report To the Extent Practicable									
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		**2025**		**2030**		**2035**		**2040**		**2045** (opt)	
		Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)
Add additional rows as needed											
Purchased or Imported Water		11,031		12,030		12,960		13,824		14,745	
Groundwater (not desalinated)		1,349		1,349		1,349		1,349		1,349	
Recycled Water		311		311		311		311		311	
	Total	12,691	0	13,690	0	14,620	0	15,484	0	16,405	0
Units of measure (AF, CCF, MG) *must remain consistent throughout the UWMP as reported in Table 2-3.*											
NOTES: Purchased Water: Projected water supply provided by CCWD is based on water supply reliability provided by CCWD. CCWD estimates that it can meet 100% of the City's projected demands during normal years. Groundwater: Projected available groundwater supply is based on average groundwater extraction between 1993 and 2020. The maximum annual extraction in this period was 2,092 AF in 2008.											

Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)			
Year Type	**Base Year** If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2019-2020, use 2020	**Available Supplies if Year Type Repeats**	
		☐	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____
		☐	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Volume Available *	**% of Average Supply**
Average Year	2020		100%
Single-Dry Year	2020		100%
Consecutive Dry Years 1st Year	1932		100%
Consecutive Dry Years 2nd Year	1930		100%
Consecutive Dry Years 3rd Year	1931		95%
Consecutive Dry Years 4th Year	1933		90%
Consecutive Dry Years 5th Year	1929		85%

Supplier may use multiple versions of Table 7-1 if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Table 7-1, in the "Note" section of each table, state that multiple versions of Table 7-1 are being used and identify the particular water source that is being reported in each table.

***Units of measure (AF, CCF, MG**) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: The percentage indicated the water supply conditions for the City of Pittsburg's CCWD raw water supply under different water years.

Submittal Table 7-2 Retail: Normal Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 *(Opt)*
Supply totals (*autofill from Table 6-9)*	12,691	13,690	14,620	15,484	16,405
Demand totals *(autofill from Table 4-3)*	11,342	12,341	13,271	14,135	15,056
Difference	1,349	1,349	1,349	1,349	1,349
NOTES:					

Submittal Table 7-3 Retail: Single Dry Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 (Opt)
Supply totals*	12,691	13,690	14,620	15,484	16,405
Demand totals*	11,342	12,341	13,271	14,135	15,056
Difference	1,349	1,349	1,349	1,349	1,349
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*					
NOTES:					

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison						
		2025*	2030*	2035*	2040*	2045* (Opt)
First year	Supply totals	12,691	13,690	14,620	15,484	16,405
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	1,349	1,349	1,349	1,349	1,349
Second year	Supply totals	12,691	13,690	14,620	15,484	16,405
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	1,349	1,349	1,349	1,349	1,349
Third year	Supply totals	12,139	13,089	13,972	14,793	15,668
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	797	748	701	658	612
Fourth year	Supply totals	11,588	12,487	13,324	14,102	14,931
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	246	146	53	(33)	(126)
Fifth year	Supply totals	11,036	11,886	12,676	13,410	14,193
	Demand totals	11,342	12,341	13,271	14,135	15,056
	Difference	(306)	(456)	(595)	(725)	(863)
Sixth year *(optional)*	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*						
NOTES:						

Submittal Table 7-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)

2021	Total
Total Water Use	9,592
Total Supplies	11,858
Surplus/Shortfall w/o WSCP Action	2,267
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	2,267
Resulting % Use Reduction from WSCP action	0%

2022	Total
Total Water Use	9,952
Total Supplies	12,066
Surplus/Shortfall w/o WSCP Action	2,115
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	2,115
Resulting % Use Reduction from WSCP action	0%

2023	Total
Total Water Use	10,311
Total Supplies	11,744
Surplus/Shortfall w/o WSCP Action	1,432
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	1,432
Resulting % Use Reduction from WSCP action	0%

2024	Total
Total Water Use	10,671
Total Supplies	11,400
Surplus/Shortfall w/o WSCP Action	729
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	729
Resulting % Use Reduction from WSCP action	0%

2025	Total
Total Water Use	11,031
Total Supplies	11,036
Surplus/Shortfall w/o WSCP Action	5
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	5
Resulting % Use Reduction from WSCP action	0%

Submittal Table 8-1 Water Shortage Contingency Plan Levels		
Shortage Level	**Percent Shortage Range**	**Shortage Response Actions** **(*Narrative description)***
1	Up to 10%	A Level 1 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are up to 10%.
2	Up to 20%	A Level 2 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are 11 to 20%.
3	Up to 30%	A Level 3 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are 21 to 30%.
4	Up to 40%	A Level 4 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are 31 to 40%.
5	Up to 50%	A Level 5 Water Supply Shortage condition exists when the notifies its water users that due to drought, the supply reductions targets are 41 to 50%.
6	>50%	A Level 6 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are greater than 50%.
NOTES:		

Submittal Table 8-2: Demand Reduction Actions				
Shortage Level	Demand Reduction Actions ***Drop down list*** *These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.*	How much is this going to reduce the shortage gap? *Include units used (volume type or percentage)*	Additional Explanation or Reference *(optional)*	Penalty, Charge, or Other Enforcement? ***For Retail Suppliers Only*** *Drop Down List*
Add additional rows as needed				
1	Landscape - Limit landscape irrigation to specific times	5%	Irrigation between 11 am and 6 pm is discouraged.	No
1	Landscape - Prohibit certain types of landscape irrigation	5%	Irrigating landscaped areas with water in excess of that minimal amount required to sustain plant life.	Yes
1	Landscape - Other landscape restriction or prohibition	5%	The application of potable water to outdoor landscapes during and up to within 48 hours after measurable rainfall.	Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	5%	The use of water for decorative fountain/pools, except for recycled water approved for such use.	Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	5%	Failing to repair a controllable leak of water.	Yes
1	Other - Require automatic shut of hoses	5%	Using a hose without an automatic shutoff nozzle.	Yes
1	Other - Prohibit use of potable water for washing hard surfaces	5%	Washing sidewalks, driveways, parking areas, tennis courts, patios, or other exterior paved areas except to alleviate a condition inimical to the public health or safety.	Yes
1	Other	5%	Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain.	Yes
1	Expand Public Information Campaign	5%	Education program.	No
1	Offer Water Use Surveys	5%	City currently providing water use surveys to 112 irrigators, and CCWD is offering free surveys to residential customers.	No
1	Provide Rebates on Plumbing Fixtures and Devices	5%	CCWD provides rebates for efficient plumbing fixtures and devices in Pittsburg.	No
1	Provide Rebates for Landscape Irrigation Efficiency	5%	CCWD provides rebates for CIMIS controlled irrigation systems.	No
1	Provide Rebates for Turf Replacement	5%	CCWD provides rebates for lawn replacements in Pittsburg.	No
1	Other	5%	Demand reduction program.	No
1	Other	5%	Voluntary Rationing	No

1	Decrease Line Flushing	5%		No
1	Reduce System Water Loss	5%		No
1	Increase Water Waste Patrols	5%		No
2	Landscape - Limit landscape irrigation to specific days	10%	Irrigation watering limited to three days per week, unless controlled by a CIMIS-connected water controller, and verified by City.	Yes
2	Landscape - Limit landscape irrigation to specific days	10%	Irrigation watering limited to two days per week, unless controlled by a CIMIS-connected water controller, and verified by City.	Yes
3	Other	15%	Mandatory rationing	Yes
3	Other	15%	Percentage reduction by customer type, and/or high use penalties	Yes
4	Moratorium or Net Zero Demand Increase on New Connections	20%		Yes
4	Implement or Modify Drought Rate Structure or Surcharge	20%	Water rate increases	Yes
5	Other	20%	Restrict building permits	Yes
6	Other	20%	Per capita allotment by customer type	Yes
6	Other	20%	Nonessential use of water prohibited	Yes
NOTES:				

Submittal Table 8-3: Supply Augmentation and Other Actions			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier ***Drop down list*** *These are the only categories that will be accepted by the WUEdata online submittal tool*	How much is this going to reduce the shortage gap? *Include units used (volume type or percentage)*	Additional Explanation or Reference *(optional)*
Add additional rows as needed			
NOTES:			

Submittal Table 10-1 Retail: Notification to Cities and Counties		
City Name	60 Day Notice	Notice of Public Hearing
Add additional rows as needed		
County Name *Drop Down List*	60 Day Notice	Notice of Public Hearing
Add additional rows as needed		
Contra Costa County		
NOTES:		

SB X7-7 Table 0: Units of Measure Used in 2020 UWMP* *(select one from the drop down list)*
Acre Feet
**The unit of measure must be consistent throughout the UWMP, as reported in Submittal Table 2-3.*
NOTES:

SB X7-7 Table 2: Method for 2020 Population Estimate	
Method Used to Determine 2020 Population (may check more than one)	
☑	**1. Department of Finance** (DOF) or **American Community Survey** (ACS)
☐	**2. Persons-per-Connection Method**
☐	**3. DWR Population Tool**
☐	**4. Other** DWR recommends pre-review
NOTES:	

SB X7-7 Table 3: 2020 Service Area Population	
2020 Compliance Year Population	
2020	74,321
NOTES:	

SB X7-7 Table 4: 2020 Gross Water Use							
Compliance Year 2020	**2020 Volume Into Distribution System** *This column will remain blank until SB X7-7 Table 4-A is completed.*	**2020 Deductions**					**2020 Gross Water Use**
		Exported Water *	**Change in Dist. System Storage*** (+/-)	**Indirect Recycled Water** *This column will remain blank until SB X7-7 Table 4-B is completed.*	**Water Delivered for Agricultural Use***	**Process Water** *This column will remain blank until SB X7-7 Table 4-D is completed.*	
	9,232			-		-	**9,232**
*** Units of measure (AF, MG , or CCF)** must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.							
NOTES:							

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s), Meter Error Adjustment

Complete one table for each source.

Name of Source	Raw water imported from CCWD
This water source is *(check one)* **:**	
☐	The supplier's own water source
☑	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	7,752	-	7,752

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.* [2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s) Meter Error Adjustment

Complete one table for each source.

Name of Source	Local Groundwater
This water source is *(check one)* **:**	
☑	The supplier's own water source
☐	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	1,480		1,480

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.* [2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 5: 2020 Gallons Per Capita Per Day (GPCD)		
2020 Gross Water *Fm SB X7-7 Table 4*	**2020 Population** *Fm SB X7-7 Table 3*	**2020 GPCD**
9,232	74,321	**111**
NOTES:		

SB X7-7 Table 9: 2020 Compliance							
Actual 2020 GPCD[1]	Optional Adjustments to 2020 GPCD Enter "0" if Adjustment Not Used Extraordinary Events[1]	Weather Normalization[1]	Economic Adjustment[1]	TOTAL Adjustments[1]	Adjusted 2020 GPCD [1] *(Adjusted if applicable)*	2020 Confirmed Target GPCD [1, 2]	**Did Supplier Achieve Targeted Reduction for 2020?**
111	-	-	-	-	111	131	**YES**

[1] *All values are reported in GPCD*

[2] ***2020 Confirmed Target GPCD*** *is taken from the Supplier's SB X7-7 Verification Form Table SB X7-7, 7-F.*

NOTES:

SB X7-7 Table 0: Units of Measure Used in UWMP* *(select one from the drop down list)*
Acre Feet
**The unit of measure must be consistent with Submittal Table 2-3*
NOTES:

SB X7-7 Table-1: Baseline Period Ranges			
Baseline	**Parameter**	**Value**	**Units**
10- to 15-year baseline period	2008 total water deliveries	11,649	Acre Feet
	2008 total volume of delivered recycled water	80	Acre Feet
	2008 recycled water as a percent of total deliveries	1%	**See Note 1**
	Number of years in baseline period[1, 2]	10	Years
	Year beginning baseline period range	1999	
	Year ending baseline period range[3]	2008	
5-year baseline period	Number of years in baseline period	5	Years
	Year beginning baseline period range	2004	
	Year ending baseline period range[4]	2008	

[1] *If the 2008 recycled water delivery is less than 10 percent of total water deliveries, then the 10-15year baseline period is a continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater of total deliveries, the 10-15 year baseline period is a continuous 10- to 15-year period.*

[2] *The Water Code requires that the baseline period is between 10 and 15 years. However, DWR recognizes that some water suppliers may not have the minimum 10 years of baseline data.*

[3] *The ending year for the 10-15 year baseline period must be between December 31, 2004 and December 31, 2010.*

[4] *The ending year for the 5 year baseline period must be between December 31, 2007 and December 31, 2010.*

NOTES:

SB X7-7 Table 2: Method for Population Estimates	
Method Used to Determine Population (may check more than one)	
☑	**1. Department of Finance** (DOF) or **American Community Survey** (ACS)
☐	**2. Persons-per-Connection Method**
☐	**3. DWR Population Tool**
☐	**4. Other** DWR recommends pre-review
NOTES:	

SB X7-7 Table 3: Service Area Population		
Year		Population
10 to 15 Year Baseline Population		
Year 1	1999	55,461
Year 2	2000	56,338
Year 3	2001	57,031
Year 4	2002	57,723
Year 5	2003	58,416
Year 6	2004	59,108
Year 7	2005	59,801
Year 8	2006	60,494
Year 9	2007	61,186
Year 10	2008	61,879
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
5 Year Baseline Population		
Year 1	2004	59,108
Year 2	2005	59,801
Year 3	2006	60,494
Year 4	2007	61,186
Year 5	2008	61,879
NOTES:		

SB X7-7 Table 4: Annual Gross Water Use *									
			Deductions					Acre Feet	
Baseline Year *Fm SB X7-7 Table 3*		**Volume Into Distribution System** *This column will remain blank until SB X7-7 Table 4-A is completed.*	**Exported Water**	**Change in Dist. System Storage** (+/-)	**Indirect Recycled Water** *This column will remain blank until SB X7-7 Table 4-B is completed.*	**Water Delivered for Agricultural Use**	**Process Water** *This column will remain blank until SB X7-7 Table 4-D is completed.*	**Annual Gross Water Use**	
10 to 15 Year Baseline - Gross Water Use									
Year 1	1999	10,106			-		-	10,106	
Year 2	2000	10,113			-		-	10,113	
Year 3	2001	10,742			-		-	10,742	
Year 4	2002	10,431			-		-	10,431	
Year 5	2003	10,808			-		-	10,808	
Year 6	2004	10,977			-		-	10,977	
Year 7	2005	10,227			-		-	10,227	
Year 8	2006	10,753			-		-	10,753	
Year 9	2007	11,574			-		-	11,574	
Year 10	2008	11,648			-		-	11,648	
Year 11	0	-			-		-	-	
Year 12	0	-			-		-	-	
Year 13	0	-			-		-	-	
Year 14	0	-			-		-	-	
Year 15	0	-			-		-	-	
10 - 15 year baseline average gross water use								**10,738**	
5 Year Baseline - Gross Water Use									
Year 1	2004	10,977			-		-	10,977	
Year 2	2005	10,227			-		-	10,227	
Year 3	2006	10,753			-		-	10,753	
Year 4	2007	11,574			-		-	11,574	
Year 5	2008	11,648			-		-	11,648	
5 year baseline average gross water use								**11,036**	

*** Units of measure** (AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in Table 2-3.

NOTES:

SB X7-7 Table 4-A: Volume Entering the Distribution System(s)
Complete one table for each source.

Name of Source	Raw Water from CCWD
This water source is:	
☐	The supplier's own water source
☑	A purchased or imported source

Baseline Year *Fm SB X7-7 Table 3*		Volume Entering Distribution System[1]	Meter Error Adjustment[2] *Optional (+/-)*	Corrected Volume Entering Distribution System
10 to 15 Year Baseline - Water into Distribution System				
Year 1	1999	8,629		8,629
Year 2	2000	8,759		8,759
Year 3	2001	9,999		9,999
Year 4	2002	9,671		9,671
Year 5	2003	10,121		10,121
Year 6	2004	10,149		10,149
Year 7	2005	9,415		9,415
Year 8	2006	8,980		8,980
Year 9	2007	9,749		9,749
Year 10	2008	9,556		9,556
Year 11	0			-
Year 12	0			-
Year 13	0			-
Year 14	0			-
Year 15	0			-
5 Year Baseline - Water into Distribution System				
Year 1	2004	10,149		10,149
Year 2	2005	9,415		9,415
Year 3	2006	8,980		8,980
Year 4	2007	9,749		9,749
Year 5	2008	9,556		9,556

[1] ***Units of measure*** *(AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 4-A: Volume Entering the Distribution System(s)
Complete one table for each source.

Name of Source	Local Groundwater
This water source is:	
☑	The supplier's own water source
☐	A purchased or imported source

Baseline Year *Fm SB X7-7 Table 3*		Volume Entering Distribution System[1]	Meter Error Adjustment[2] *Optional (+/-)*	Corrected Volume Entering Distribution System
10 to 15 Year Baseline - Water into Distribution System				
Year 1	1999	1477		1,477
Year 2	2000	1354		1,354
Year 3	2001	743		743
Year 4	2002	760		760
Year 5	2003	687		687
Year 6	2004	828		828
Year 7	2005	812		812
Year 8	2006	1773		1,773
Year 9	2007	1825		1,825
Year 10	2008	2092		2,092
Year 11	0			0
Year 12	0			0
Year 13	0			0
Year 14	0			0
Year 15	0			0
5 Year Baseline - Water into Distribution System				
Year 1	2004	828		828
Year 2	2005	812		812
Year 3	2006	1773		1,773
Year 4	2007	1825		1,825
Year 5	2008	2092		2,092

[1] ***Units of measure*** *(AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 5: Baseline Gallons Per Capita Per Day (GPCD)				
Baseline Year *Fm SB X7-7 Table 3*		Service Area Population *Fm SB X7-7 Table 3*	Annual Gross Water Use *Fm SB X7-7 Table 4*	Daily Per Capita Water Use (GPCD)
10 to 15 Year Baseline GPCD				
Year 1	1999	55,461	10,106	163
Year 2	2000	56,338	10,113	160
Year 3	2001	57,031	10,742	168
Year 4	2002	57,723	10,431	161
Year 5	2003	58,416	10,808	165
Year 6	2004	59,108	10,977	166
Year 7	2005	59,801	10,227	153
Year 8	2006	60,494	10,753	159
Year 9	2007	61,186	11,574	169
Year 10	2008	61,879	11,648	168
Year 11	0	-	-	
Year 12	0	-	-	
Year 13	0	-	-	
Year 14	0	-	-	
Year 15	0	-	-	
10-15 Year Average Baseline GPCD				**163**
5 Year Baseline GPCD				
Baseline Year *Fm SB X7-7 Table 3*		Service Area Population *Fm SB X7-7 Table 3*	Gross Water Use *Fm SB X7-7 Table 4*	Daily Per Capita Water Use
Year 1	2004	59,108	10,977	166
Year 2	2005	59,801	10,227	153
Year 3	2006	60,494	10,753	159
Year 4	2007	61,186	11,574	169
Year 5	2008	61,879	11,648	168
5 Year Average Baseline GPCD				**163**
NOTES:				

SB X7-7 Table 6: Baseline GPCD *From Table SB X7-7 Table 5*	*Summary*
10-15 Year Baseline GPCD	163
5 Year Baseline GPCD	163
NOTES:	

SB X7-7 Table 7: 2020 Target Method *Select Only One*		
Target Method		**Supporting Tables**
☑	Method 1	SB X7-7 Table 7A
☐	Method 2	SB X7-7 Tables 7B, 7C, and 7D
☐	Method 3	SB X7-7 Table 7-E
☐	Method 4	Method 4 Calculator *Located in the WUE Data Portal at wuedata.water.ca.gov* Resources *button*
NOTES:		

SB X7-7 Table 7-A: Target Method 1 20% Reduction	
10-15 Year Baseline GPCD	**2020 Target GPCD**
163	**131**
NOTES:	

SB X7-7 Table 7-F: Confirm Minimum Reduction for 2020 Target					
5 Year Baseline GPCD *From SB X7-7 Table 5*	Maximum 2020 Target[1]	**Calculated 2020 Target [2]**			**Confirmed 2020 Target[4]**
		As calculated by supplier in this SB X7-7 Verification Form	**Special Situations[3]**		
			Prorated 2020 Target	Population Weighted Average 2020 Target	
163	155	131			**131**

[1] ***Maximum 2020 Target*** *is 95% of the 5 Year Baseline GPCD except for suppliers at or below 100 GPCD.*

[2] ***Calculated 2020 Target*** *is the target calculated by the Supplier based on the selected Target Method, see SB X7-7 Table 7 and corresponding tables for agency's calculated target. Supplier may only enter one calculated target.*

[3] ***Prorated targets and population weighted target*** *are allowed for special situations only. These situations are described in Appendix P, Section P.3*

[4] ***Confirmed Target*** *is the lesser of the Calculated 2020 Target (C5, D5, or E5) or the Maximum 2020 Target (Cell B5)*

NOTES:

Urban Water Supplier: *City of Pittsburg*

Water Delivery Product (If delivering more than one type of product use Table O-1C)

Retail Potable Deliveries

Table O-1B: Recommended Energy Reporting - Total Utility Approach

Enter Start Date for Reporting Period	7/1/2019	**Urban Water Supplier Operational Control**		
End Date	6/30/2020			
☐ Is upstream embedded in the values reported?		**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
Water Volume Units Used	*AF*	Total Utility	Hydropower	Net Utility
Volume of Water Entering Process (volume unit)		*9232*		*9232*
Energy Consumed (kWh)		*5419810*		*5419810*
Energy Intensity (kWh/vol. converted to MG)		*1801.7*	*#DIV/0!*	*1801.7*

Quantity of Self-Generated Renewable Energy

kWh

Data Quality *(Estimate, Metered Data, Combination of Estimates and Metered Data)*

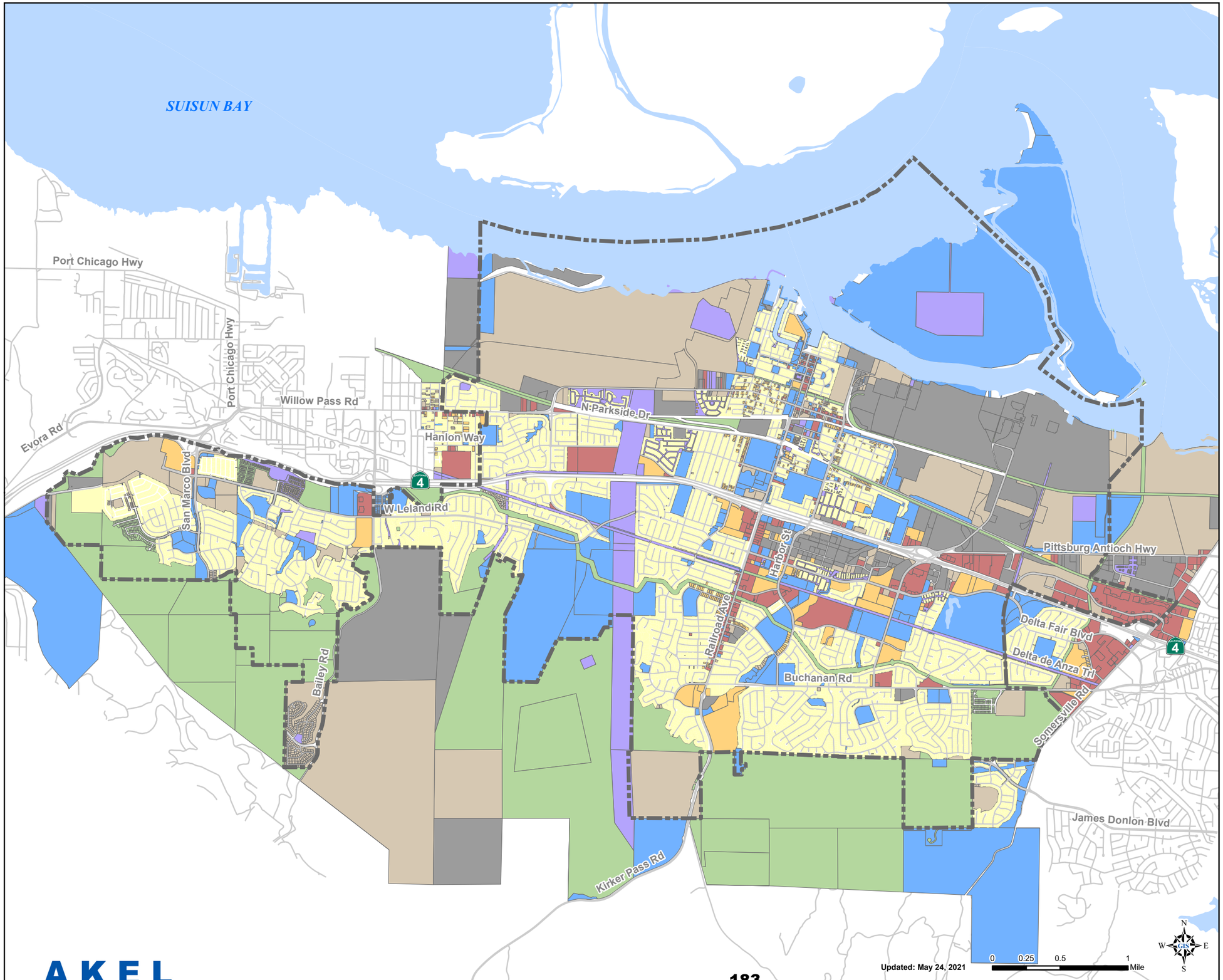
Metered Data

Data Quality Narrative:

Narrative:

APPENDIX B

Existing and Alternative Future Land Use Maps



Legend

Existing Land Use

- Single-Family Residential
- Multi-Family Residential
- Institutional
- Commercial
- Industrial
- Land
- Miscellaneous
- Vacant
- Pittsburg City Limits
- Water Bodies

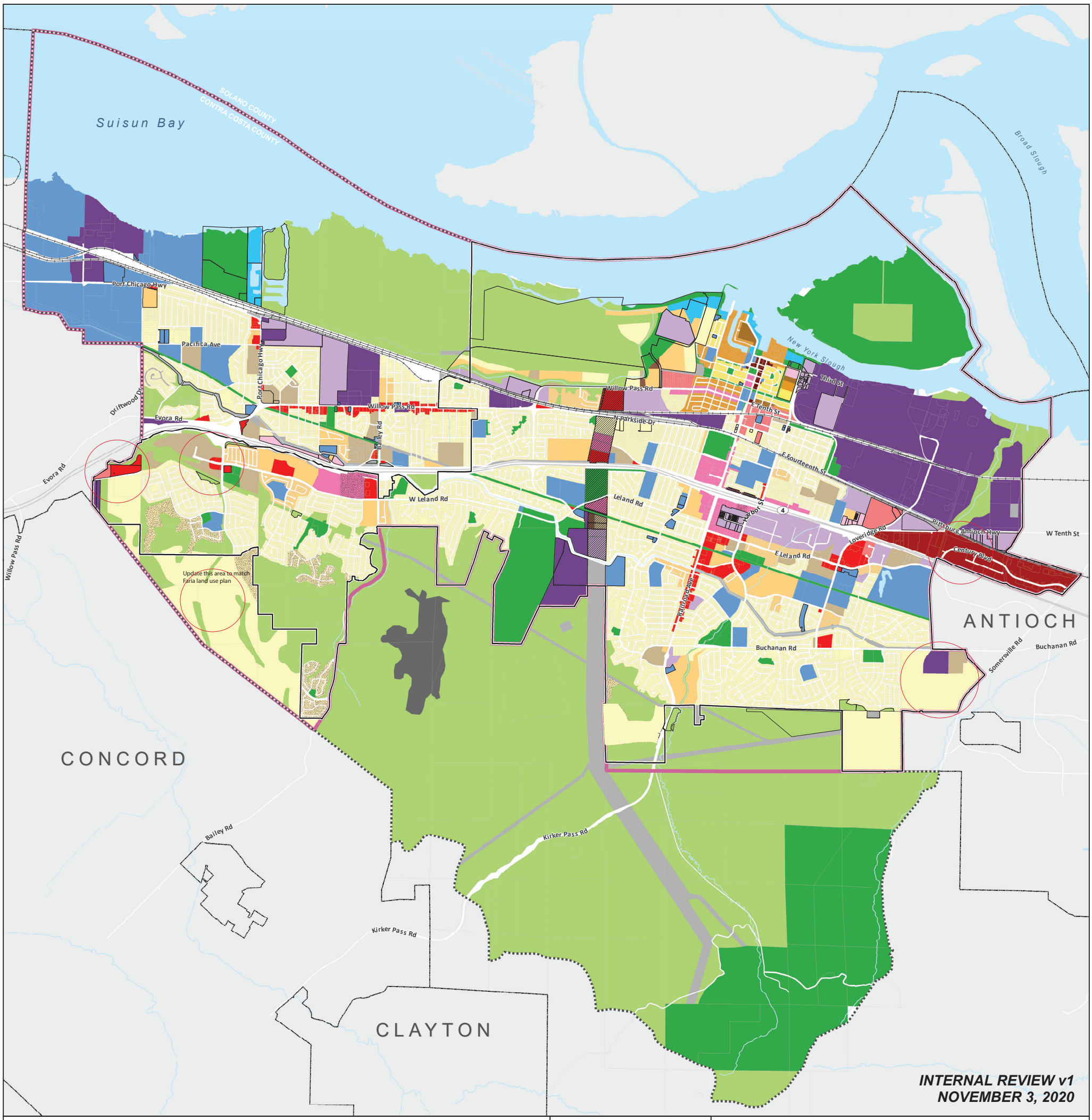
PRELIMINARY

Appendix B
Existing Land Use
2020 Urban Water Management Plan
City of Pittsburg

Updated: May 24, 2021

AKEL ENGINEERING GROUP, INC.

File Path: P:\xGIS\GIS_Projects\Pittsburg\Water\210521-2020 UWMP\PB_Fig3-3_ExistingLU_052521.mxd


Suisun Bay
SOLANO COUNTY
CONTRA COSTA COUNTY
Broad Slough
New York Slough
Port Chicago Hwy
Pacifica Ave
Driftwood Dr
Evora Rd
Willow Pass Rd
Bailey Rd
W Leland Rd
Leland Rd
E Leland Rd
Harbor St
Loveridge Rd
Pittsburg Antioch Hwy
Century Blvd
E Fourteenth St
N Parkside Dr
E Tenth St
Third St
W Tenth St
Railroad Ave
Buchanan Rd
Somersville Rd
Kirker Pass Rd
Update this area to match Faria land use plan
CONCORD
CLAYTON
ANTIOCH
INTERNAL REVIEW v1
NOVEMBER 3, 2020
Legend
Pittsburg City Limits
Sphere of Influence
Planning Area
Assessor Parcel Boundary
Assessor Parcel with Designation Change (Existing to Alt A)
PG&E Corridor Conversion Overlay
Transit-Oriented Development Overlay
Hillside Low Density Residential
Low Density Residential
Medium Density Residential
High Density Residential
Very High Density Residential
Regional Commercial
Service Commercial
Community Commercial
Community Commercial Mixed Use
Mixed Use
Marina Commercial
Employment Center Light Industrial
Industrial
Landfill
Open Space
Park
Public/Institutional
Utility/ROW
Downtown Low Density Residential
Downtown Med Density Residential
Downtown High Density Residential
Downtown Commercial
Water
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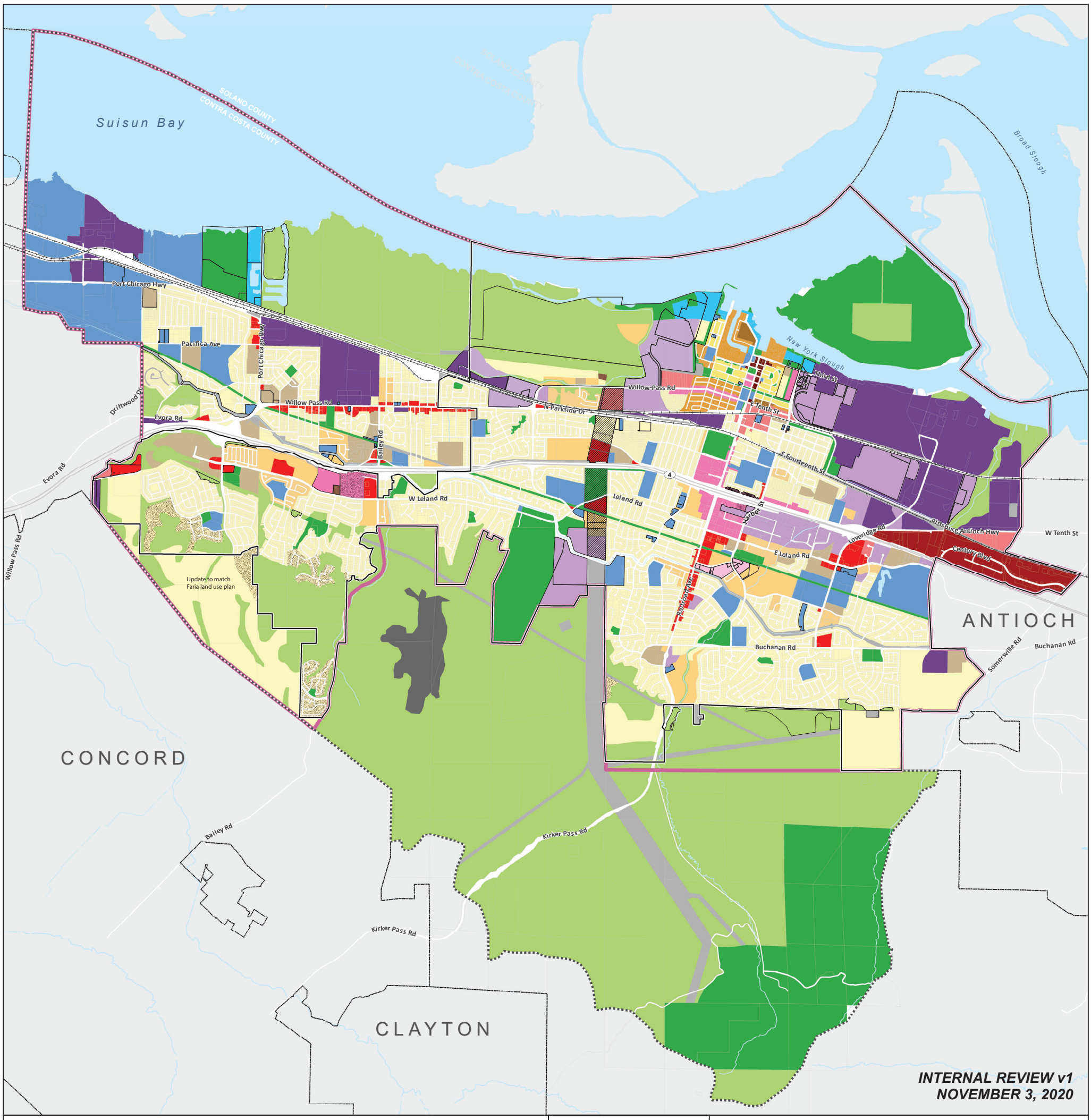
Miles
1 in = 1/4 mile
De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm
GENERAL PLAN LAND USE ALTERNATIVE A
ENVISION Pittsburg


Suisun Bay
SOLANO COUNTY
CONTRA COSTA COUNTY
Broad Slough
New York Slough
Port Chicago Hwy
Pacifica Ave
Port Chicago Hwy
Willow Pass Rd
Willow-Pass Rd
N Parkside Dr
E Tenth St
Third St
Driftwood Dr
Evora Rd
Bailey Rd
E Fourteenth St
4
W Leland Rd
Leland Rd
Harbor St
Pittsburg Antioch Hwy
Loveridge Rd
W Tenth St
Century Blvd
E Leland Rd
Willow Pass Rd
Update to match
Faria land use plan
Railroad Ave
ANTIOCH
Buchanan Rd
Somersville Rd
Buchanan Rd
CONCORD
Bailey Rd
Kirker Pass Rd
Kirker Pass Rd
CLAYTON
INTERNAL REVIEW v1
NOVEMBER 3, 2020
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Sphere of Influence
Planning Area
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Hillside Low Density Residential
Low Density Residential
Medium Density Residential
High Density Residential
Very High Density Residential
Regional Commercial
Service Commercial
Community Commercial
Community Commercial Mixed Use
Mixed Use
Marina Commercial
Employment Center Light Industrial
Industrial
Landfill
Open Space
Park
Public/Institutional
Utility/ROW
Downtown Low Density Residential
Downtown Med Density Residential
Downtown High Density Residential
Downtown Commercial
Water
N
0
½
1
Miles
1 in = 1/4 mile
De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm
GENERAL PLAN LAND USE
ALTERNATIVE B
ENVISION
Pittsburg

APPENDIX C

Energy Intensity Analysis

Urban Water Supplier: *City of Pittsburg*

Water Delivery Product (If delivering more than one type of product use Table O-1C)

Retail Potable Deliveries

Table O-1B: Recommended Energy Reporting - Total Utility Approach

Enter Start Date for Reporting Period	7/1/2019	**Urban Water Supplier Operational Control**		
End Date	6/30/2020			
☐ Is upstream embedded in the values reported?		**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
Water Volume Units Used	*AF*	Total Utility	Hydropower	Net Utility
Volume of Water Entering Process (volume unit)		*9232*		*9232*
Energy Consumed (kWh)		*5419810*		*5419810*
Energy Intensity (kWh/vol. converted to MG)		*1801.7*	*#DIV/0!*	*1801.7*

Quantity of Self-Generated Renewable Energy

kWh

Data Quality *(Estimate, Metered Data, Combination of Estimates and Metered Data)*

Metered Data

Data Quality Narrative:

Narrative:

APPENDIX D

Water Shortage Contingency Plan

CITY OF PITTSBURG

2020
WATER SHORTAGE CONTINGENCY PLAN

Draft

July 2021

AKEL
ENGINEERING GROUP, INC.

July 27, 2021

City of Pittsburg
357 E 12th Street
Pittsburg California, 94565

Attention: Jason Moser, Project Manager

Subject: **2020 Water Shortage Contingency Plan**

Dear Jason:

We are pleased to submit the City of Pittsburg 2020 Water Shortage Contingency Plan (2020 WSCP) which is intended to address the Urban Water Management Planning Act (UWMPA) of 1983 and amendments thereof.

The City's Water Shortage Contingency Plan (WSCP) was originally included in the 2015 UWMP, which received letters of review and completeness from the Department of Water Resources. As part of amendments to the UWMPA the WSCP is now required to be prepared and adopted separately from the UWMP. The 2020 WSCP builds upon previous water shortage contingency planning efforts completed by the City and reflects updates to the City's water shortage levels and water conservation measures for consistency with state-wide requirements provided by the Department of Water Resources.

We extend our thanks to you, Richard Abono, Public Works Director, Gina Haynes, Senior Civil Engineer, and other City staff whose courtesy and cooperation were valuable in reviewing and completing this study.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

Enclosure: 2020 Water Shortage Contingency Plan

Acknowledgements

City Council

Merl Craft, Mayor

Holland Barrett White, Vice Mayor

Shanelle Scales-Preston

Juan Antonio Banales

Jelani Killings

Management Personnel

Richard Abono, Public Works Director/City Engineer

Jason Moser, Water Plant Superintendent

Gina Haynes, Senior Civil Engineer

City of Pittsburg
2020 Water Shortage Contingency Plan

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City of Pittsburg
2020 Water Shortage Contingency Plan

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Section 1 INTRODUCTION

This report documents the City of Pittsburg's Water Shortage Contingency Plan (WSCP). This 2020 Water Shortage Contingency Plan (WSCP) document builds upon previous water shortage contingency planning efforts completed by the City and documented in the 2010 and 2015 Urban Water Management Plans (UWMP). This WSCP reflects updates to the City's water shortage levels and water conservation measures for consistency with state wide requirements provided by the Department of Water Resources. As part of the 2020 UWMP update the Department of Water Resources requires urban water suppliers to prepare a stand-alone 2020 WSCP, that is separate from the 2020 UWMP, and intended to manage a water shortage. As the City continues to monitor the effectiveness of the WSCP this document can be updated and adopted separately from the UWMP.

Though it is a stand-alone document, the 2020 WSCP is still considered one of the elements of the 2020 UWMP, as required by the State Law.

Based on DWR requirements, and consistent with previous planning efforts, this WSCP includes the following sections:

- Water Supply Reliability Analysis
- Annual Water Supply and Demand Assessment
- Shortage Response Actions
- Communication Protocols
- Compliance and Enforcement
- Legal Authorities
- Financial Consequences of WSCP Activation
- Monitoring and Reporting
- Special Water Feature Distinction
- Plan Adoption, Submittal, and Availability

Section 2 WATER SUPPLY RELIABILITY ANALYSIS

Law

10632 (a)(1)	*The analysis of water supply reliability conducted pursuant to Section 10635.*

The City currently uses the following water supplies:

- **Groundwater:** Two groundwater wells extract water from the Pittsburg Plain groundwater basin, which is delivered to the City's Water Treatment Plant (WTP) before entering the water distribution system.

- **Surface Water:** A majority of the City's water supply is provided by the Contra Costa Water District (CCWD) in the form of surface water diversions from the Contra Costa Canal. These surface water supplies are delivered to the City's WTP before entering the water distribution system.

- **Recycled Water:** Delta Diablo operates and maintains a recycled water delivery system within the City's service area, which provides recycled water supplies to a number of users for irrigation purposes.

Consistent with previous planning efforts, the City's Water Supply Reliability Analysis considers the available supply volume for each water source. The Water Supply Reliability Analysis also considers the effects on available supply during a single-dry and five-year dry period.

As part of the 2020 UWMP the City has also prepared a Drought Risk Assessment (DRA), which is a proactive planning review that readies the City for worst case water supply conditions should they occur in the immediate future. The DRA compares the City's projected demands over the next five years to estimate available supplies should a five-year dry period occur. The results of the DRA prepared as part of the 2020 UWMP indicate that the City has sufficient supplies to meet projected demands over the next five years.

Section 3 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Law

10632 (a)(2)	*The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:* *(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.* *(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:* *(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.* *(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.* *(iii) Existing infrastructure capabilities and plausible constraints.* *(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.* *(v) A description and quantification of each source of water supply.*
10632.1	*An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.*

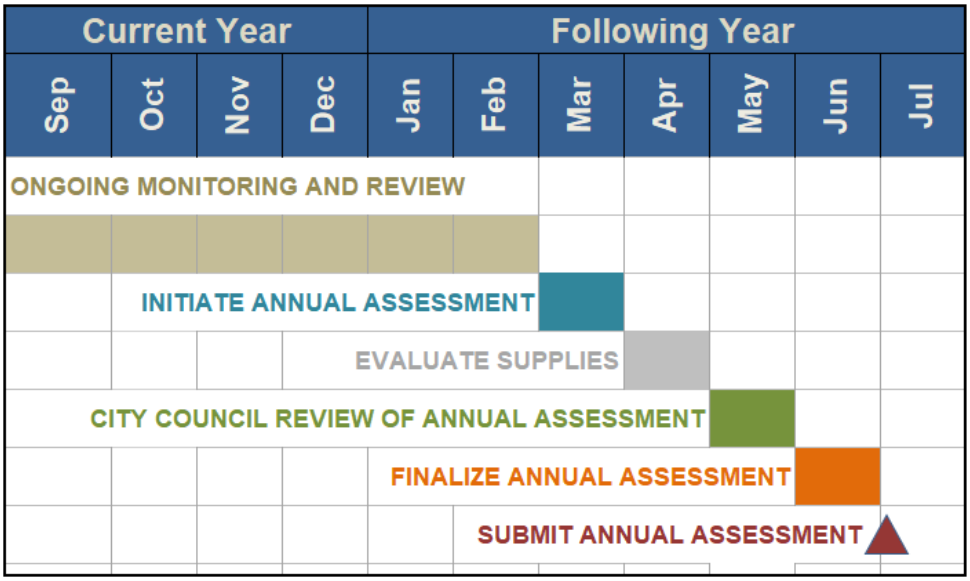
Updates to the California Water Code now require that urban water suppliers prepare a water supply and demand assessment on an annual basis (Annual Assessment). The findings of this Annual Assessment will be summarized in a report submitted to the Department of Water Resources by July 1st of each calendar year, with the first report required for submission on July 1st, 2022. The purpose of this annual assessment is to ensure water suppliers are proactively considering the available water supplies and service area demand requirements, as well as identifying the potential need for implementing the Water Shortage Contingency Plan.

It should be noted that DWR is in the process of preparing a stand-alone guidance document that will outline general procedures to aid urban water suppliers in preparing the Annual Assessment. The decision-making process and Annual Assessment completion steps are preliminary at this point in time and will be further refined as the guidance document by DWR is completed.

3.1 Decision Making Process

This section describes the decision-making process to prepare and approve the Annual Assessment each year. It should be noted that the Annual Assessment and decision-making process will rely on the findings of the CCWD Annual Assessment, which will include documentation of available water supply information and any County-wide required water shortage actions to be implemented. The reporting timeline is shown on Figure 3-1.

Figure 3-1 Annual Assessment Reporting Timeline



September to February – Ongoing Monitoring and Review

For a majority of the year City staff will continue to monitor and report monthly water consumption and production. This information will be used when the Annual Assessment is initiated to prepare

a year-to-year comparison of system-wide water demands for the purpose of projecting demands for the following year.

March – Initiate WSCP Annual Assessment

City staff will initiate the Annual Assessment process by gathering the collected demand and production data. Other relevant information includes but is not limited to the following:

- Land Use/Planning**:** Changes in land use or number of building permits will be used in estimating the next year's demands.
- Hydrologic Year Review**:** The City's wet year typically ends in April and rainfall information over the past year can be gathered and reviewed.
- Climate Forecast**:** Any available climate projection

The purpose of gathering this information will be to compare the various factors that affect water demand throughout the City's service area. This comparison will guide the City's projection for water demand in the upcoming year.

April – Review Available Supply Information

The City will coordinate with CCWD to determine available supply for the upcoming water year. This supply information from CCWD will serve as a primary basis of the supply and demand assessment, and whether or not demand reduction measures will be required in the upcoming year.

May – City Council Review of Annual Assessment

The draft Annual Assessment will be presented to City Council for their information and discussion. If water shortage actions are recommended by the Annual Assessment, the City Council will be asked to begin the implementation of the recommended actions.

June – Finalize Annual Assessment

The Annual Assessment is finalized based on any feedback received during the City Council review process.

July – Submit Annual Assessment

The Annual Assessment will be submitted to DWR on or before July 1st.

3.2 Data and Methodologies

This section describes the key data and methodologies used in the preparation of the Annual Assessment. This includes historical water supply information, historical and projected water

demand, demand and projected water supply demand, the city uses to evaluate their water supply reliability for a normal and a dry subsequent year.

3.2.1 *Evaluation Criteria*

The primary criteria used in preparing the City's Annual Assessment are the projected water demand and available supply. The available supply information will be based on a County-wide review of available water supplies prepared by CCWD. The demand projections will be prepared using a combination of factors including a comparison to historical demand, land use changes, building permits, and historical rainfall. The City will continue to review its Annual Assessment preparation process and additional criteria may be added if considered advisable.

3.2.2 *Water Supply*

The City currently relies on raw surface water and groundwater as the sources of supply. The City is within the CCWD service area and receives surface water diversions from the Contra Costa Canal as provided by CCWD. The City also delivers extracted groundwater from two wells to the WTP. Surface water from CCWD and groundwater from the City's wells are blended at the City's water treatment plant, metered, and delivered to customers within the City.

As part of the DRA, monthly production records will be reviewed and used to characterize the City's current water production requirement. The current demands will be compared to previous years to estimate production requirements for the upcoming year.

3.2.3 *Current Year Unconstrained Customer Demand*

Billed water consumption is reported on a monthly basis and will be used to characterize the current water consumption requirements for the City. The monthly records will be compared to corresponding months of the previous year to identify any significant changes in water use behavior throughout the City's service area. In addition to consumption records, known recent developments or current building permits will enable City staff to estimate changes to water demand in the upcoming year.

3.2.4 *Current Year Available Supply*

The Annual Assessment estimates the current year available supply for current hydrological conditions as well as a possible subsequent dry year. The supply estimate will be based on the Drought Risk Assessment supply estimation methodology documented in the 2020 UWMP and will also incorporate information from the CCWD Annual Assessment.

3.2.5 *Infrastructure Considerations*

The annual assessment will include a review of any ongoing capital projects that are expected to affect the demands and supply projections. Examples of such capital projects include water loss reductions, distribution expansion to serve growth, or new groundwater wells. The City is also in

the process of updating their 2015 Water System Master Plan, which will identify any additional infrastructure considerations to be implemented within the City's service area.

Section 4 SIX STANDARD WATER SHORTAGE LEVELS

Law

> *10632 (a)(1) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply and an outline of specific water supply conditions which are applicable to each stage.*
>
> *10632 (a)(3)*
>
> *(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including but not limited to, a regional power outrage, an earthquake, and other potential emergency events.*
>
> *(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.*

The City recently adopted the DWR-recommended six standard water shortage levels, as documented on **Table 4-1**. Identifying the appropriate shortage level will be in accordance with the procedures outlined in ***Section 3*** *– Annual Water Supply and Demand Assessment Procedures.* As an example, if the Annual Assessment determines a shortage of 22%, the City would be considered in a Severe Drought condition. With recommendations from City staff, the City Council has the authority to declare the appropriate conservation level considered necessary to manage the system demands and mitigate the water shortage. The City Council can also downgrade, upgrade, or terminate a shortage response level based on City staff recommendations.

Table 4-1 Water Shortage Levels

Shortage Level	Shortage Level Condition	Percent Shortage Range
0	Normal	*None*
Level 1	Alert	Up to **10%**
Level 2	Significant	11 to **20%**
Level 3	Severe	21 to **30%**
Level 4	Critical	31 to **40%**
Level 5	Crisis	41 to **50%**
Level 6	Emergency	**> 50%**

The City's surface water supply relies on raw water import provided by CCWD. In periods of drought, when less imported water is available to CCWD delta area, CCWD will contact with water suppliers to reduce raw water import to maintain sustainable water supply within delta area. In order to reduce water consumption city-wide, the City has a water conservation ordinance that may be invoked to implement restrictions on water use.

Currently, the City's conservation program describes water use restrictions as well as a multiple-stage water rationing plan that can be invoked to adjust water use with shortage conditions. Each water rationing stage includes a water demand reduction percentage, which is to be applied to normal water demands. The plan is dependent on the cause, severity, and anticipated duration of the water shortage, and a combination of voluntary and mandatory water conservation measures, which can be put in place to reduce City-wide water usage. The water shortage stages are summarized on the following page in Table 4-2.

Table 4-2 Water Shortage Contingency Plan Levels

Shortage Level	Percent Supply Shortage/ Reduction	Pittsburg Shortage Level	Water Supply Condition
Level 0	**None**	**Normal**	At Level 0, no Water Supply Shortage condition exists.
Level 1	**Up to 10%**	**Alert**	A Level 1 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are up to 10%.
Level 2	**11 to 20%**	**Significant**	A Level 2 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 11 to 20%.
Level 3	**21 to 30%**	**Severe**	A Level 3 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 21 to 30%.
Level 4	**31 to 40%**	**Critical**	A Level 4 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 31 to 40%.
Level 5	**41 to 50%**	**Crisis**	A Level 5 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 41 to 50%.
Level 6	**> 50%**	**Emergency**	A Level 6 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are greater than 50%.

Section 5 SHORTAGE RESPONSE ACTIONS

Law

10632 (a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:
(A) Locally appropriate supply augmentation actions.
(B) Locally appropriate demand reduction actions to adequately respond to shortages.
(C) Locally appropriate operational changes
(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.
(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

Pursuant to the CWC 10632 (a) (4), this section documents the detailed shortage response actions which align with the shortage levels into different categories.

5.1 Demand Reduction

There are a number of demand reduction measures that the urban water suppliers can implement as response actions to corresponding water shortage levels. Some of these may include irrigating and outdoor water usage prohibitions, water rate structure changes, public educations or water supply service adjustments. Other demand reduction such as infrastructure improvement or installing water-efficient fixtures is considered as a long-term water demand reduction but is not listed in the water shortage contingency plan.

Consumption reduction actions are methods taken by a water supplier to reduce demand within the service area, whereas prohibitions are specific limitations on water use; the City's restrictions and prohibitions on water use are summarized on Table 5-1.

5.2 Supply Augmentation

The City currently relies on a combination of groundwater and surface water to meet demand requirements within the service area and there are no known opportunities for water supply augmentation through actions such as exchanges, transfers, or purchase programs. Therefore, supply augmentation actions are excluded from the City's Water Shortage Contingency Plan at this time.

5.3 Operation Changes

During a water shortage, changes to water system operations may be considered. These operational changes may include improving water usage consumption and tracking, changes to fire hydrant testing frequencies, alteration in maintenance cycles, and expedited water leak repairs.

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Landscape - Limit landscape irrigation to specific times	5%	Irrigation between 11 am and 6 pm is discouraged.	No
1	Landscape - Prohibit certain types of landscape irrigation	5%	Irrigating landscaped areas with water in excess of that minimal amount required to sustain plant life.	Yes
1	Landscape - Other landscape restriction or prohibition	5%	The application of potable water to outdoor landscapes during and up to within 48 hours after measurable rainfall.	Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	5%	The use of water for decorative fountain/pools, except for recycled water approved for such use.	Yes

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	5%	Failing to repair a controllable leak of water.	Yes
1	Other - Require automatic shut off hoses	5%	Using a hose without an automatic shutoff nozzle.	Yes
1	Other - Prohibit use of potable water for washing hard surfaces	5%	Washing sidewalks, driveways, parking areas, tennis courts, patios, or other exterior paved areas except to alleviate a condition inimical to the public health or safety.	Yes
1	Other	5%	Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain.	Yes
1	Expand Public Information Campaign	5%	Education program.	No

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Offer Water Use Surveys	5%	City currently providing water use surveys to 112 irrigators, and CCWD is offering free surveys to residential customers.	No
1	Provide Rebates on Plumbing Fixtures and Devices	5%	CCWD provides rebates for efficient plumbing fixtures and devices in Pittsburg.	No
1	Provide Rebates for Landscape Irrigation Efficiency	5%	CCWD provides rebates for CIMIS controlled irrigation systems.	No
1	Provide Rebates for Turf Replacement	5%	CCWD provides rebates for lawn replacements in Pittsburg.	No
1	Other	5%	Demand reduction program.	No

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Other	5%	Voluntary Rationing	No
1	Decrease Line Flushing	5%		No
1	Reduce System Water Loss	5%		No
1	Increase Water Waste Patrols	5%		No
2	Landscape - Limit landscape irrigation to specific days	10%	Irrigation watering limited to three days per week, unless controlled by a CIMIS-connected water controller, and verified by City.	Yes
2	Landscape - Limit landscape irrigation to specific days	10%	Irrigation watering limited to two days per week, unless controlled by a CIMIS-connected water controller, and verified by City.	Yes
3	Other	15%	Mandatory rationing	Yes
3	Other	15%	Percentage reduction by customer type, and/or high use penalties.	Yes

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
4	Moratorium or Net Zero Demand Increase on New Connections	20%		Yes
4	Implement or Modify Drought Rate Structure or Surcharge	20%	Water rate increases.	Yes
5	Other	20%	Restrict building permits.	Yes
6	Other	20%	Per capita allotment by customer type.	Yes
6	Other	20%	Nonessential use of water prohibited.	Yes

5.4 Additional Mandatory Restrictions

Additional mandatory restrictions have been reported in a previous section.

5.5 Emergency Response Plan

The City has an Emergency Operations Plan (EOP), most recently updated in 2018, that provides a framework for the City to address a catastrophic supply interruption due to various hazards, including seismic, geological, wildfire, and flooding hazards. The plan is intended to define the actions required of the City before, during, and after an emergency. It also guides the City's response to major emergencies and disasters.

5.6 Seismic Risk Assessment and Mitigation Plan

Law

10632.5 (a)	*In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.*
(b)	*An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.*
(c)	*An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multi-hazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multi-hazard mitigation plan addresses seismic risk.*

In addition to the emergency response plan described in a previous section, the California Water Code now requires urban water suppliers to document a locally appropriate multi-hazard mitigation plan, as developed under the federal Disaster Mitigation Act of 2000, that includes documentation of seismic risk assessment. County of Contra Costa developed such a hazard mitigation plan in January 2018. The City's service area is included in the boundaries reviewed as part of this mitigation plan. The City also developed a Hazard Mitigation Plan in February 2017.

5.7 Shortage Response Action Effectiveness

In addition to documenting demand reduction actions, the 2020 UWMP also estimates the effectiveness of these actions on reduce system-wide demand. The City records water consumption and production on a monthly basis and this data can be used to estimate the effect of any demand reduction actions implemented. Most recently, during the 2012-2016 drought, the City entered Water Shortage Level 2 for several summer months of 2015 through 2016. This included the implementation of multiple demand reduction actions described in a previous section. Based on a comparison of historical monthly production data it is estimated that the system-wide water use was 10%-20% lower for the duration of the Level 2 Water Shortage as compared to

other years. Therefore, as documented on Table 5-2, the Level 2 Water Shortage response actions have an estimated reduction effectiveness of 10%-15%. For conservative planning purposes the Level 3 and higher Water Shortage response actions were given estimated reduction effectiveness of 20%.

Section 6 COMMUNICATION PROTOCOLS

Law

10632 (a)(5)	*Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, and of the following:* *(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.* *(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.* *(C) Any other relevant communications.*

When the City plans for short-term water use reduction as directed by the Water Shortage Contingency Plan or Annual Assessment, clear and effective communication will be critical to achieve the necessary demand reductions. Methods of public notification include newspaper publications, bill inserts, City website announcements, social media posts, and press releases or informational campaigns. These public notification methods would be implemented in the event of a Level 2 Water Shortage and would increase in frequency in the event of a Level 3 and higher Water Shortage.

Section 7 COMPLIANCE AND ENFORCEMENT

Law

10632 (a) (6)	*For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.*

Customers who violate the provisions noted in the water code for water shortage conditions shall receive the following penalties:

- First violation within any 12 consecutive months will result in a fine of one hundred dollars.
- Second violation within any 12 consecutive months will result in a fine of two hundred dollars.
- Third violation within any 12 consecutive months will result in a fine of three hundred dollars.

Section 8 LEGAL AUTHORITIES

Law

10632 (a) (7) *(A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.*
(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1. [see below]
(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

Water Code Section Division 1, Section 350

Declaration of water shortage emergency condition. The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

This section describes the legal authorities that empower the City of Pittsburg to implement and enforce its water shortage response actions and relative penalties, water charge adjustments, and water service alteration or prohibition.

In 2015, the City passed Resolution 15-13030 “Water Conservation Program and 2010 Urban Water Management Plan” in response to ongoing drought conditions experienced in the State and a request from CCWD to reduce water use by 15%. This resolution defines ‘prohibited non-essential uses’ and outlines the four water shortage stages and their respective customer reduction goals. In addition, the City passed Resolution 15-13051 “Increase Water Rates and Establish Penalties for High Water Use” in response to the State’s emergency regulations requiring the City to reduce its total water use by 20% for the months of June 2015 through February 2016. This resolution defines tiered water rates for residential customers and a flat rate for all other customers, as well as the penalties for excessive use.

Section 9 FINANCIAL CONSEQUENCES OF WSCP ACTIVATION

Law

10632 (a) (8)	*A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:* *(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).* *(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).* *(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1. [retail urban suppliers only]*

The activation of the Water Shortage Contingency Plan and related Water Shortage Levels have financial consequences for the City. Reduced water consumption will contribute to reduced revenue, while proactive operational practices will contribute to higher operational and maintenance costs. The City Council has the authority to increase water rates to offset reduced revenues. These reserve funds or rate modifications have the ability to mitigate financial consequences of the Water Shortage Contingency Plan. Additionally, potential mitigation actions are documented in **Table 9.1** below. These are preliminary actions and would be evaluated in more detail should a water shortage occur.

Section 10 MONITORING AND REPORTING

Law

10632 (a) (9)	*For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.*

All water service connections are metered and each water supply source includes a flow-monitoring device that tracks water production. Readings from these devices are used to measure and monitor City-wide water production and consumption on a monthly basis. Pursuant to implemented shortage response actions and water shortage levels, the City's Water Department will increase the frequency of reading meters in order to collect, track, and analyze the water use, effectiveness of shortage response actions.

Table 9-1 Financial Consequences of WSCP

Stage	Supply Reduction	Financial Consequences	Anticipated Mitigation Actions
0	None	None	Funding provided for supplemental water supply reserve.
1-2	0 – 20%	Potential increase in O&M expenses and mild reduction in revenue.	Reduce O&M costs and identify supplemental funding sources.
3-4	21 – 40%	Moderate increase to O&M expenses and decrease in revenue.	Defer capital expenditures and consider use of reserves.
5-6	>40%	Significant increases to O&M and decreases in revenue.	Implement long-term O&M budget reductions.

Section 11 WSCP REFINEMENT PROCEDURES

Law

10632 (a) (10)	*Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed*

While the WSCP is a standalone document adopted separately from the 2020 UWMP it should be considered a dynamic planning tool and be subject to ongoing refinement efforts as necessary. Following the declaration of a water shortage and implementation of the WSCP, the monitoring and reporting steps described in a previous section will provide valuable insight into the effectiveness of the WSCP. City staff will evaluate the effectiveness of communication protocols, demand reduction actions, operational changes, or financial consequence mitigation. If this review reveals opportunities for procedural refinements or new WSCP actions, City staff may elect to incorporate these items into an amended version of the WSCP.

Section 12 SPECIAL WATER FEATURE DISTINCTION

Law

10632 (b)	*For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.*

The California Water code requires urban water suppliers to distinguish between water features that are artificially supplied with water as opposed to swimming pools and spas. The City's current demand reduction actions include this distinction, as documented in a previous section.

Section 13 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

Law

10632 (c)	*The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.*

The WSCP adoption and submittal process, as well as the public availability, are the same as those for the City's UWMP. However, the WSCP may be periodically amended independently from the City's UWMP. Should an amendment to the WSCP be implemented, stakeholder and public notification methods consistent with the UWMP will be performed prior to adoption of the amended plan.

APPENDIX E

Urban Water Management Plan
Adoption Resolution and Notifications

CITY OF PITTSBURG

2020
WATER SHORTAGE CONTINGENCY PLAN

Final Draft

July 2021

AKEL
ENGINEERING GROUP, INC.

July 27, 2021

City of Pittsburg
357 E 12th Street
Pittsburg California, 94565

Attention: Jason Moser, Project Manager

Subject: **2020 Water Shortage Contingency Plan**

Dear Jason:

We are pleased to submit the City of Pittsburg 2020 Water Shortage Contingency Plan (2020 WSCP) which is intended to address the Urban Water Management Planning Act (UWMPA) of 1983 and amendments thereof.

The City's Water Shortage Contingency Plan (WSCP) was originally included in the 2015 UWMP, which received letters of review and completeness from the Department of Water Resources. As part of amendments to the UWMPA the WSCP is now required to be prepared and adopted separately from the UWMP. The 2020 WSCP builds upon previous water shortage contingency planning efforts completed by the City and reflects updates to the City's water shortage levels and water conservation measures for consistency with state-wide requirements provided by the Department of Water Resources.

We extend our thanks to you, Richard Abono, Public Works Director, Gina Haynes, Senior Civil Engineer, and other City staff whose courtesy and cooperation were valuable in reviewing and completing this study.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

Enclosure: 2020 Water Shortage Contingency Plan

Acknowledgements

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Shanelle Scales-Preston

Juan Antonio Banales

Jelani Killings

Management Personnel

Richard Abono, Public Works Director/City Engineer

Jason Moser, Water Plant Superintendent

Gina Haynes, Senior Civil Engineer

City of Pittsburg
2020 Water Shortage Contingency Plan

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Section 1 INTRODUCTION

This report documents the City of Pittsburg's Water Shortage Contingency Plan (WSCP). This 2020 Water Shortage Contingency Plan (WSCP) document builds upon previous water shortage contingency planning efforts completed by the City and documented in the 2010 and 2015 Urban Water Management Plans (UWMP). This WSCP reflects updates to the City's water shortage levels and water conservation measures for consistency with state wide requirements provided by the Department of Water Resources. As part of the 2020 UWMP update the Department of Water Resources requires urban water suppliers to prepare a stand-alone 2020 WSCP, that is separate from the 2020 UWMP, and intended to manage a water shortage. As the City continues to monitor the effectiveness of the WSCP this document can be updated and adopted separately from the UWMP.

Though it is a stand-alone document, the 2020 WSCP is still considered one of the elements of the 2020 UWMP, as required by the State Law.

Based on DWR requirements, and consistent with previous planning efforts, this WSCP includes the following sections:

- Water Supply Reliability Analysis
- Annual Water Supply and Demand Assessment
- Shortage Response Actions
- Communication Protocols
- Compliance and Enforcement
- Legal Authorities
- Financial Consequences of WSCP Activation
- Monitoring and Reporting
- Special Water Feature Distinction
- Plan Adoption, Submittal, and Availability

Section 2 WATER SUPPLY RELIABILITY ANALYSIS

Law

10632 (a)(1)	*The analysis of water supply reliability conducted pursuant to Section 10635.*

The City currently uses the following water supplies:

- **Groundwater:** Two groundwater wells extract water from the Pittsburg Plain groundwater basin, which is delivered to the City's Water Treatment Plant (WTP) before entering the water distribution system.

- **Surface Water:** A majority of the City's water supply is provided by the Contra Costa Water District (CCWD) in the form of surface water diversions from the Contra Costa Canal. These surface water supplies are delivered to the City's WTP before entering the water distribution system.

- **Recycled Water:** Delta Diablo operates and maintains a recycled water delivery system within the City's service area, which provides recycled water supplies to a number of users for irrigation purposes.

Consistent with previous planning efforts, the City's Water Supply Reliability Analysis considers the available supply volume for each water source. The Water Supply Reliability Analysis also considers the effects on available supply during a single-dry and five-year dry period.

As part of the 2020 UWMP the City has also prepared a Drought Risk Assessment (DRA), which is a proactive planning review that readies the City for worst case water supply conditions should they occur in the immediate future. The DRA compares the City's projected demands over the next five years to estimate available supplies should a five-year dry period occur. The results of the DRA prepared as part of the 2020 UWMP indicate that the City has sufficient supplies to meet projected demands over the next five years.

Section 3 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Law

10632 (a)(2)	*The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:* *(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.* *(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:* *(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.* *(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.* *(iii) Existing infrastructure capabilities and plausible constraints.* *(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.* *(v) A description and quantification of each source of water supply.*
10632.1	*An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.*

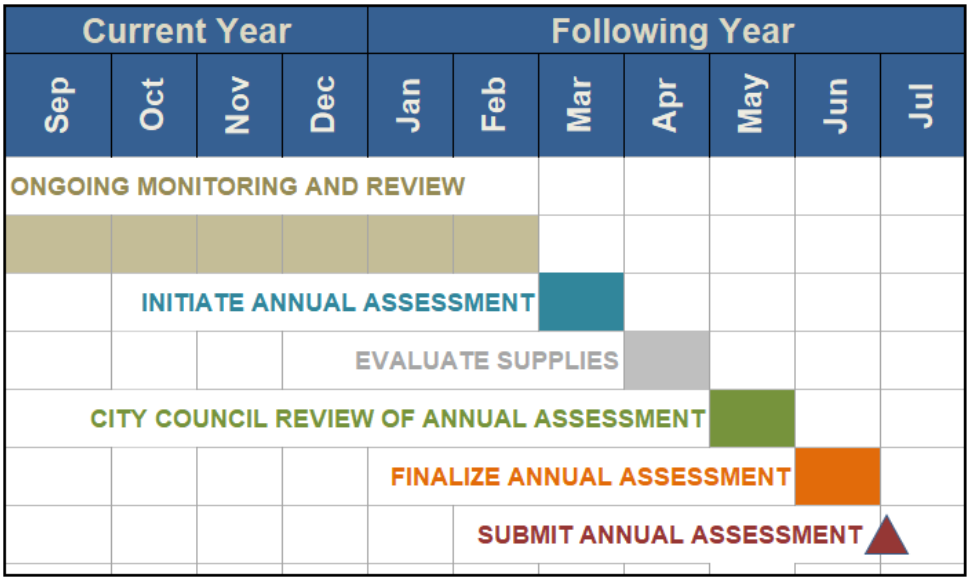
Updates to the California Water Code now require that urban water suppliers prepare a water supply and demand assessment on an annual basis (Annual Assessment). The findings of this Annual Assessment will be summarized in a report submitted to the Department of Water Resources by July 1st of each calendar year, with the first report required for submission on July 1st, 2022. The purpose of this annual assessment is to ensure water suppliers are proactively considering the available water supplies and service area demand requirements, as well as identifying the potential need for implementing the Water Shortage Contingency Plan.

It should be noted that DWR is in the process of preparing a stand-alone guidance document that will outline general procedures to aid urban water suppliers in preparing the Annual Assessment. The decision-making process and Annual Assessment completion steps are preliminary at this point in time and will be further refined as the guidance document by DWR is completed.

3.1 Decision Making Process

This section describes the decision-making process to prepare and approve the Annual Assessment each year. It should be noted that the Annual Assessment and decision-making process will rely on the findings of the CCWD Annual Assessment, which will include documentation of available water supply information and any County-wide required water shortage actions to be implemented. The reporting timeline is shown on Figure 3-1.

Figure 3-1 Annual Assessment Reporting Timeline



September to February – Ongoing Monitoring and Review

For a majority of the year City staff will continue to monitor and report monthly water consumption and production. This information will be used when the Annual Assessment is initiated to prepare

a year-to-year comparison of system-wide water demands for the purpose of projecting demands for the following year.

March – Initiate WSCP Annual Assessment

City staff will initiate the Annual Assessment process by gathering the collected demand and production data. Other relevant information includes but is not limited to the following:

- Land Use/Planning**:** Changes in land use or number of building permits will be used in estimating the next year's demands.
- Hydrologic Year Review**:** The City's wet year typically ends in April and rainfall information over the past year can be gathered and reviewed.
- Climate Forecast**:** Any available climate projection

The purpose of gathering this information will be to compare the various factors that affect water demand throughout the City's service area. This comparison will guide the City's projection for water demand in the upcoming year.

April – Review Available Supply Information

The City will coordinate with CCWD to determine available supply for the upcoming water year. This supply information from CCWD will serve as a primary basis of the supply and demand assessment, and whether or not demand reduction measures will be required in the upcoming year.

May – City Council Review of Annual Assessment

The draft Annual Assessment will be presented to City Council for their information and discussion. If water shortage actions are recommended by the Annual Assessment, the City Council will be asked to begin the implementation of the recommended actions.

June – Finalize Annual Assessment

The Annual Assessment is finalized based on any feedback received during the City Council review process.

July – Submit Annual Assessment

The Annual Assessment will be submitted to DWR on or before July 1st.

3.2 Data and Methodologies

This section describes the key data and methodologies used in the preparation of the Annual Assessment. This includes historical water supply information, historical and projected water

demand, demand and projected water supply demand, the city uses to evaluate their water supply reliability for a normal and a dry subsequent year.

3.2.1 *Evaluation Criteria*

The primary criteria used in preparing the City's Annual Assessment are the projected water demand and available supply. The available supply information will be based on a County-wide review of available water supplies prepared by CCWD. The demand projections will be prepared using a combination of factors including a comparison to historical demand, land use changes, building permits, and historical rainfall. The City will continue to review its Annual Assessment preparation process and additional criteria may be added if considered advisable.

3.2.2 *Water Supply*

The City currently relies on raw surface water and groundwater as the sources of supply. The City is within the CCWD service area and receives surface water diversions from the Contra Costa Canal as provided by CCWD. The City also delivers extracted groundwater from two wells to the WTP. Surface water from CCWD and groundwater from the City's wells are blended at the City's water treatment plant, metered, and delivered to customers within the City.

As part of the DRA, monthly production records will be reviewed and used to characterize the City's current water production requirement. The current demands will be compared to previous years to estimate production requirements for the upcoming year.

3.2.3 *Current Year Unconstrained Customer Demand*

Billed water consumption is reported on a monthly basis and will be used to characterize the current water consumption requirements for the City. The monthly records will be compared to corresponding months of the previous year to identify any significant changes in water use behavior throughout the City's service area. In addition to consumption records, known recent developments or current building permits will enable City staff to estimate changes to water demand in the upcoming year.

3.2.4 *Current Year Available Supply*

The Annual Assessment estimates the current year available supply for current hydrological conditions as well as a possible subsequent dry year. The supply estimate will be based on the Drought Risk Assessment supply estimation methodology documented in the 2020 UWMP and will also incorporate information from the CCWD Annual Assessment.

3.2.5 *Infrastructure Considerations*

The annual assessment will include a review of any ongoing capital projects that are expected to affect the demands and supply projections. Examples of such capital projects include water loss reductions, distribution expansion to serve growth, or new groundwater wells. The City is also in

the process of updating their 2015 Water System Master Plan, which will identify any additional infrastructure considerations to be implemented within the City's service area.

Section 4 SIX STANDARD WATER SHORTAGE LEVELS

Law

> *10632 (a)(1) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply and an outline of specific water supply conditions which are applicable to each stage.*
>
> *10632 (a)(3)*
>
> *(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including but not limited to, a regional power outrage, an earthquake, and other potential emergency events.*
>
> *(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.*

The City recently adopted the DWR-recommended six standard water shortage levels, as documented on **Table 4-1**. Identifying the appropriate shortage level will be in accordance with the procedures outlined in ***Section 3*** *– Annual Water Supply and Demand Assessment Procedures.* As an example, if the Annual Assessment determines a shortage of 22%, the City would be considered in a Severe Drought condition. With recommendations from City staff, the City Council has the authority to declare the appropriate conservation level considered necessary to manage the system demands and mitigate the water shortage. The City Council can also downgrade, upgrade, or terminate a shortage response level based on City staff recommendations.

Table 4-1 Water Shortage Levels

Shortage Level	Shortage Level Condition	Percent Shortage Range
0	Normal	*None*
Level 1	Alert	Up to **10%**
Level 2	Significant	11 to **20%**
Level 3	Severe	21 to **30%**
Level 4	Critical	31 to **40%**
Level 5	Crisis	41 to **50%**
Level 6	Emergency	**> 50%**

The City's surface water supply relies on raw water import provided by CCWD. In periods of drought, when less imported water is available to CCWD delta area, CCWD will contact with water suppliers to reduce raw water import to maintain sustainable water supply within delta area. In order to reduce water consumption city-wide, the City has a water conservation ordinance that may be invoked to implement restrictions on water use.

Currently, the City's conservation program describes water use restrictions as well as a multiple-stage water rationing plan that can be invoked to adjust water use with shortage conditions. Each water rationing stage includes a water demand reduction percentage, which is to be applied to normal water demands. The plan is dependent on the cause, severity, and anticipated duration of the water shortage, and a combination of voluntary and mandatory water conservation measures, which can be put in place to reduce City-wide water usage. The water shortage stages are summarized on the following page in Table 4-2.

Table 4-2 Water Shortage Contingency Plan Levels

Shortage Level	Percent Supply Shortage/ Reduction	Pittsburg Shortage Level	Water Supply Condition
Level 0	**None**	**Normal**	At Level 0, no Water Supply Shortage condition exists.
Level 1	**Up to 10%**	**Alert**	A Level 1 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are up to 10%.
Level 2	**11 to 20%**	**Significant**	A Level 2 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 11 to 20%.
Level 3	**21 to 30%**	**Severe**	A Level 3 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 21 to 30%.
Level 4	**31 to 40%**	**Critical**	A Level 4 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 31 to 40%.
Level 5	**41 to 50%**	**Crisis**	A Level 5 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 41 to 50%.
Level 6	**> 50%**	**Emergency**	A Level 6 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are greater than 50%.

Section 5 SHORTAGE RESPONSE ACTIONS

Law

10632 (a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:
(A) Locally appropriate supply augmentation actions.
(B) Locally appropriate demand reduction actions to adequately respond to shortages.
(C) Locally appropriate operational changes
(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.
(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

Pursuant to the CWC 10632 (a) (4), this section documents the detailed shortage response actions which align with the shortage levels into different categories.

5.1 Demand Reduction

There are a number of demand reduction measures that the urban water suppliers can implement as response actions to corresponding water shortage levels. Some of these may include irrigating and outdoor water usage prohibitions, water rate structure changes, public educations or water supply service adjustments. Other demand reduction such as infrastructure improvement or installing water-efficient fixtures is considered as a long-term water demand reduction but is not listed in the water shortage contingency plan.

Consumption reduction actions are methods taken by a water supplier to reduce demand within the service area, whereas prohibitions are specific limitations on water use; the City's restrictions and prohibitions on water use are summarized on Table 5-1.

5.2 Supply Augmentation

The City currently relies on a combination of groundwater and surface water to meet demand requirements within the service area and there are no known opportunities for water supply augmentation through actions such as exchanges, transfers, or purchase programs. Therefore, supply augmentation actions are excluded from the City's Water Shortage Contingency Plan at this time.

5.3 Operation Changes

During a water shortage, changes to water system operations may be considered. These operational changes may include improving water usage consumption and tracking, changes to fire hydrant testing frequencies, alteration in maintenance cycles, and expedited water leak repairs.

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Landscape - Limit landscape irrigation to specific times	5%	Irrigation between 11 am and 6 pm is discouraged.	No
1	Landscape - Prohibit certain types of landscape irrigation	5%	Irrigating landscaped areas with water in excess of that minimal amount required to sustain plant life.	Yes
1	Landscape - Other landscape restriction or prohibition	5%	The application of potable water to outdoor landscapes during and up to within 48 hours after measurable rainfall.	Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	5%	The use of water for decorative fountain/pools, except for recycled water approved for such use.	Yes

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	5%	Failing to repair a controllable leak of water.	Yes
1	Other - Require automatic shut off hoses	5%	Using a hose without an automatic shutoff nozzle.	Yes
1	Other - Prohibit use of potable water for washing hard surfaces	5%	Washing sidewalks, driveways, parking areas, tennis courts, patios, or other exterior paved areas except to alleviate a condition inimical to the public health or safety.	Yes
1	Other	5%	Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain.	Yes
1	Expand Public Information Campaign	5%	Education program.	No

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Offer Water Use Surveys	5%	City currently providing water use surveys to 112 irrigators, and CCWD is offering free surveys to residential customers.	No
1	Provide Rebates on Plumbing Fixtures and Devices	5%	CCWD provides rebates for efficient plumbing fixtures and devices in Pittsburg.	No
1	Provide Rebates for Landscape Irrigation Efficiency	5%	CCWD provides rebates for CIMIS controlled irrigation systems.	No
1	Provide Rebates for Turf Replacement	5%	CCWD provides rebates for lawn replacements in Pittsburg.	No
1	Other	5%	Demand reduction program.	No

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Other	5%	Voluntary Rationing	No
1	Decrease Line Flushing	5%		No
1	Reduce System Water Loss	5%		No
1	Increase Water Waste Patrols	5%		No
2	Landscape - Limit landscape irrigation to specific days	10%	Irrigation watering limited to three days per week, unless controlled by a CIMIS-connected water controller, and verified by City.	Yes
2	Landscape - Limit landscape irrigation to specific days	10%	Irrigation watering limited to two days per week, unless controlled by a CIMIS-connected water controller, and verified by City.	Yes
3	Other	15%	Mandatory rationing	Yes
3	Other	15%	Percentage reduction by customer type, and/or high use penalties.	Yes

Table 5-1 Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
4	Moratorium or Net Zero Demand Increase on New Connections	20%		Yes
4	Implement or Modify Drought Rate Structure or Surcharge	20%	Water rate increases.	Yes
5	Other	20%	Restrict building permits.	Yes
6	Other	20%	Per capita allotment by customer type.	Yes
6	Other	20%	Nonessential use of water prohibited.	Yes

5.4 Additional Mandatory Restrictions

Additional mandatory restrictions have been reported in a previous section.

5.5 Emergency Response Plan

The City has an Emergency Operations Plan (EOP), most recently updated in 2018, that provides a framework for the City to address a catastrophic supply interruption due to various hazards, including seismic, geological, wildfire, and flooding hazards. The plan is intended to define the actions required of the City before, during, and after an emergency. It also guides the City's response to major emergencies and disasters.

5.6 Seismic Risk Assessment and Mitigation Plan

Law

10632.5 (a)	*In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.*
(b)	*An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.*
(c)	*An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multi-hazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multi-hazard mitigation plan addresses seismic risk.*

In addition to the emergency response plan described in a previous section, the California Water Code now requires urban water suppliers to document a locally appropriate multi-hazard mitigation plan, as developed under the federal Disaster Mitigation Act of 2000, that includes documentation of seismic risk assessment. County of Contra Costa developed such a hazard mitigation plan in January 2018. The City's service area is included in the boundaries reviewed as part of this mitigation plan. The City also developed a Hazard Mitigation Plan in February 2017.

5.7 Shortage Response Action Effectiveness

In addition to documenting demand reduction actions, the 2020 UWMP also estimates the effectiveness of these actions on reduce system-wide demand. The City records water consumption and production on a monthly basis and this data can be used to estimate the effect of any demand reduction actions implemented. Most recently, during the 2012-2016 drought, the City entered Water Shortage Level 2 for several summer months of 2015 through 2016. This included the implementation of multiple demand reduction actions described in a previous section. Based on a comparison of historical monthly production data it is estimated that the system-wide water use was 10%-20% lower for the duration of the Level 2 Water Shortage as compared to

other years. Therefore, as documented on Table 5-2, the Level 2 Water Shortage response actions have an estimated reduction effectiveness of 10%-15%. For conservative planning purposes the Level 3 and higher Water Shortage response actions were given estimated reduction effectiveness of 20%.

Section 6 COMMUNICATION PROTOCOLS

Law

10632 (a)(5)	*Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, and of the following:* *(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.* *(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.* *(C) Any other relevant communications.*

When the City plans for short-term water use reduction as directed by the Water Shortage Contingency Plan or Annual Assessment, clear and effective communication will be critical to achieve the necessary demand reductions. Methods of public notification include newspaper publications, bill inserts, City website announcements, social media posts, and press releases or informational campaigns. These public notification methods would be implemented in the event of a Level 2 Water Shortage and would increase in frequency in the event of a Level 3 and higher Water Shortage.

Section 7 COMPLIANCE AND ENFORCEMENT

Law

10632 (a) (6)	*For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.*

Customers who violate the provisions noted in the water code for water shortage conditions shall receive the following penalties:

- First violation within any 12 consecutive months will result in a fine of one hundred dollars.
- Second violation within any 12 consecutive months will result in a fine of two hundred dollars.
- Third violation within any 12 consecutive months will result in a fine of three hundred dollars.

Section 8 LEGAL AUTHORITIES

Law

10632 (a) (7) (A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.
(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1. [see below]
(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

Water Code Section Division 1, Section 350

Declaration of water shortage emergency condition. The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

This section describes the legal authorities that empower the City of Pittsburg to implement and enforce its water shortage response actions and relative penalties, water charge adjustments, and water service alteration or prohibition.

In 2015, the City passed Resolution 15-13030 “Water Conservation Program and 2010 Urban Water Management Plan” in response to ongoing drought conditions experienced in the State and a request from CCWD to reduce water use by 15%. This resolution defines ‘prohibited non-essential uses’ and outlines the four water shortage stages and their respective customer reduction goals. In addition, the City passed Resolution 15-13051 “Increase Water Rates and Establish Penalties for High Water Use” in response to the State’s emergency regulations requiring the City to reduce its total water use by 20% for the months of June 2015 through February 2016. This resolution defines tiered water rates for residential customers and a flat rate for all other customers, as well as the penalties for excessive use.

Section 9 FINANCIAL CONSEQUENCES OF WSCP ACTIVATION

Law

10632 (a) (8)	*A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:* *(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).* *(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).* *(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1. [retail urban suppliers only]*

The activation of the Water Shortage Contingency Plan and related Water Shortage Levels have financial consequences for the City. Reduced water consumption will contribute to reduced revenue, while proactive operational practices will contribute to higher operational and maintenance costs. The City Council has the authority to increase water rates to offset reduced revenues. These reserve funds or rate modifications have the ability to mitigate financial consequences of the Water Shortage Contingency Plan. Additionally, potential mitigation actions are documented in **Table 9.1** below. These are preliminary actions and would be evaluated in more detail should a water shortage occur.

Section 10 MONITORING AND REPORTING

Law

10632 (a) (9)	*For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.*

All water service connections are metered and each water supply source includes a flow-monitoring device that tracks water production. Readings from these devices are used to measure and monitor City-wide water production and consumption on a monthly basis. Pursuant to implemented shortage response actions and water shortage levels, the City's Water Department will increase the frequency of reading meters in order to collect, track, and analyze the water use, effectiveness of shortage response actions.

Table 9-1 Financial Consequences of WSCP

Stage	Supply Reduction	Financial Consequences	Anticipated Mitigation Actions
0	None	None	Funding provided for supplemental water supply reserve.
1-2	0 – 20%	Potential increase in O&M expenses and mild reduction in revenue.	Reduce O&M costs and identify supplemental funding sources.
3-4	21 – 40%	Moderate increase to O&M expenses and decrease in revenue.	Defer capital expenditures and consider use of reserves.
5-6	>40%	Significant increases to O&M and decreases in revenue.	Implement long-term O&M budget reductions.

Section 11 WSCP REFINEMENT PROCEDURES

Law

10632 (a) (10)	*Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed*

While the WSCP is a standalone document adopted separately from the 2020 UWMP it should be considered a dynamic planning tool and be subject to ongoing refinement efforts as necessary. Following the declaration of a water shortage and implementation of the WSCP, the monitoring and reporting steps described in a previous section will provide valuable insight into the effectiveness of the WSCP. City staff will evaluate the effectiveness of communication protocols, demand reduction actions, operational changes, or financial consequence mitigation. If this review reveals opportunities for procedural refinements or new WSCP actions, City staff may elect to incorporate these items into an amended version of the WSCP.

Section 12 SPECIAL WATER FEATURE DISTINCTION

Law

10632 (b)	*For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.*

The California Water code requires urban water suppliers to distinguish between water features that are artificially supplied with water as opposed to swimming pools and spas. The City's current demand reduction actions include this distinction, as documented in a previous section.

Section 13 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

Law

10632 (c)	*The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.*

The WSCP adoption and submittal process, as well as the public availability, are the same as those for the City's UWMP. However, the WSCP may be periodically amended independently from the City's UWMP. Should an amendment to the WSCP be implemented, stakeholder and public notification methods consistent with the UWMP will be performed prior to adoption of the amended plan.

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the 2020-2021 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a "report card" that documents how well the City met its goals during the period of July 1, 2020 through June 30, 2021 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

FISCAL IMPACT

The CDBG program is a federally funded program. Activities and staffing expenses associated with the program are paid by HUD.

RECOMMENDATION

City Council open the public hearing considering the 2020-2021 CAPER, receive testimony, close the public hearing, consider the public comments, and adopt the Resolution approving the 2020-2021 CAPER for submission to HUD.

BACKGROUND

HUD regulations require the City to submit the CAPER to report on the CDBG activities and programs undertaken during the Program Year. These activities were previously approved on April 20, 2020, by Resolution 20-13766 in the 2020-2021 Annual Action Plan.

The CAPER provides a concise summary of the CDBG funding available and expended in the Program Year. These monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals.

As required, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan. In addition, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives.

SUBCOMMITTEE FINDINGS

The CAPER for fiscal year 2020-2021 was not discussed in a subcommittee.

STAFF ANALYSIS

The preparation of the CAPER consists of an analysis of the year-end reports submitted by the subrecipients. These reports provide a summary of each subrecipient's program goals accomplished, problems encountered, and success stories.

Activities undertaken during the Program Year consist of the following:

- $91,989 was expended by six (6) agencies funded under the Public Services category. The Public Service activities funded included programs catering to youth, homeless and people without medical insurance to improve accessibility to services for Pittsburg residents. A total of 2,137 low income residents were served.

- $152,000 was expended towards Code Enforcement to help improve declining neighborhoods by addressing property conditions that contribute to blight. A total of 1,905 housing units received code violations and 1,026 violations were corrected.

- $40,000 was expended towards Economic Development activities that provide job training and placement along with programs that assist micro-enterprises. A total of 36 low income residents were served.

- $137,989 was expended as of the end of the Program Year towards Infrastructure and Public Facilities improvements that included installation of 28 curb ramps in target areas to improve accessibility. Due to the COVID-19 pandemic, there was a delay with the completion of the project during the Program Year. However, the installation of 12 more curb ramps are scheduled to be completed by the end of Fall 2020 which will cost an additional $68,775. Once the project is closed out the total expenditure will be $206,764 and 40 curb ramps will be completed.

- $43,966 was expended under the Housing Rehabilitation program which $10,000 was funded by CDBG funds and $100,000 was funded by Successor Agency funds. A total of seven (7) applicants went through the review process. However, only two (2) residents received a loan for the rehabilitation of their home. Below are the results of all applicants reviewed:

- 1 applicant chose to hold off on hiring a contractor due to high bid amounts.
- 1 applicant did not meet program requirements since the property was not owner occupied.
- 2 applicants did not submit all the required documents to complete the review.
- 1 applicant carried over to program year 2021-2022.
- 2 applicants received loans.

- $121,729 was expended for Program Administration and Planning.

The City utilized its CDBG funds to assist low to moderate income residents. The targeted total persons or households to be served were 2,336 during the Program Year. The year-end total number of persons or households served were 3,766. CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.
As required, the public comment period commenced on September 3, 2021 and ended on September 17, 2021. Copies of the draft 2020-2021 CAPER were made available for review online on the City's website. Interested parties were encouraged to send comments on the draft 2020-2021 CAPER during the comment period. For comments to be read to City Council during the virtual meeting, interested parties were instructed to send an email to meetingcomments@ci.pittsburg.ca.us.

ATTACHMENTS: Resolution
Draft 2020-2021 CAPER

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the 2020-2021 Community Development Block Grant Consolidated Annual Performance and Evaluation Report	)))	RESOLUTION NO. 21-

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year; and

WHEREAS, the CAPER is a "report card" that documents how well the City met its goals during the period of July 1, 2020 through June 30, 2021 (Program Year) in helping low income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds; and

WHEREAS, the CAPER provides a concise summary of the CDBG funding available and expended in the Program Year; and

WHEREAS, these monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals; and

WHEREAS, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan; and

WHEREAS, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives; and

WHEREAS, the City complied with public participation requirements by soliciting comments and holding a virtual public hearing on September 20, 2021; and

WHEREAS, the City will submit a final version of the CAPER, incorporating all public comments received to HUD on or before September 30, 2021.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the 2020-2021 CAPER.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September 2021, by the following vote

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

DRAFT 2020-2021

Community Development

Block Grant

Consolidated

Annual Performance

and Evaluation Report

City of Pittsburg

65 Civic Avenue

Pittsburg, CA 94565

Duns Number: 1979275128

SUBMITTED TO HUD ON SEPTEMBER _____

Public Review and Comment Period:
September 3 – September 17, 2021

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This Consildated Annual Performance and Evaluation Report CAPER) covers the accomplishments under the Community Development Block Grant (CDBG) program for the period of July 1, 2020 to June 30, 2021 (Program Year). It is the City's goal to utilize CDBG funds to improve the quality of life for Pittsburg residents; especially the low and moderate income population.

Activities undertaken during the Program Year consist of the following:

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The City utilized its CDBG funds to assist low to moderate income residents. The targeted total persons or households to be served were 2,336 during the Program Year. The year-end total number of persons or households served were 3,766. CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator163	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
AH 1 - Housing Rehabilitation	Affordable Housing	CDBG: $500,000	Homeowner Housing Rehabilitated	Household Housing Unit	15	2	13.33%	3	2	66.00%
AH 2 - Code Enforcement	Affordable Housing	CDBG: $735,000	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	5000	1590	31.08%	1000	1590	159.00%
AH-3 Increase Affordable Supportive Housing Supply	Affordable Housing	CDBG: $101,541	Rental units constructed. Construction for the Veterans Square project is in progress and will be completed by Spring 2022.	Household Housing Unit	29	0	0.00%	29	0	0.00%
CD-1 General Public Services	Non-Housing Community Development	CDBG: $152,237	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6370	1529	24.00%	1105	1529	138.00%
CD-3 Youth	Non-Housing Community Development	CDBG: $102,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	675	142	21.03%	115	142	123.47%

CD-6 Economic Development	Non-Housing Community Development	CDBG: $200,000	Public service benefits other than Low/Moderate Income Housing Benefit	Persons Assisted	5	3	60.00%	1	3	300.00%
CD-6 Economic Development	Non-Housing Community Development		Businesses assisted	Businesses Assisted	225	36	16.00%	20	36	180.00%
CD-7 Infrastructure/Public Facilities	Infrastructure/Public Facilities	CDBG: $1,032,508	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Curb Ramp Installation	70	28	40.00%	22	28	127.00%
H 1 - Shelter for Homeless Population	Homeless	CDBG: $157,762	Public service benefits other than Low/Moderate Income Housing Benefit	Other	0	0	0	80	400	500.00%
H 1 - Shelter for Homeless Population	Homeless		Homeless Person Overnight Shelter	Persons Assisted	386	667	172.79%	24	22	91.66%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2020-2025 Consolidated Plan identifies a list of housing and community development needs. A Strategic Plan was produced to establish the priority of needs and objectives specific to Pittsburg. The objectives are intended to meet the identified priority needs. There were three priority needs category identified in the 20202025 Consolidated Plan:

- **Affordable Housing** – It is a priority to maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

During the Program Year, $43,966 was expended under the Housing Rehabilitation program which $10,000 was funded by CDBG funds and $100,000 was funded by Successor Agency funds. The Housing Rehabilitation Program provides low-interest rehabilitation loans to Pittsburg homeowners for the purpose of improving their property.

• Maximum loan available is $30,000.

• Health and safety hazards will be given top priority for consideration in the program.

• Loan funds may be used for various improvements, but are required to fall under the category of health and safety, property maintenance, functional obsolescence, energy efficiency, or removal of architectural barriers for the disabled. Common repairs permitted under this loan program include, but are not limited to: new roofs and gutters; electrical and plumbing upgrades; and installation of ramps and grab bars.

The Code Enforcement Program expended their full grant amount of $152,000. This program assist in home and neighborhood preservation of deteriorating, lower income areas through the comprehensive inspection and enforcement of all State and municipal statutes and regulations related to the reduction and removal of substandard and dangerous housing as well as property conditions, which contribute to slum and blight and disruptive criminal behavior and activity. A concentrated effort was placed on the following census tracts and block groups: 3100, 3110,

3120,3131.01,3131.02, 3131.03, 3132.03, 3132.04, 3132.06.

The Code Enforcement Program establishes acceptable standards for long term benefit and resident involvement by initiating partnerships with the property owners and residents that improve the quality of life and neighborhood pride. This activity falls under the area benefit category. Therefore, household demographics are not collected by Code Enforcement staff when properties are cited with code violations.

- **Non - Housing Community Development** - Non-housing community development needs are those public service, infrastructure, economic development, and other development needs in the community that have an important impact on the living conditions of Pittsburg residents.

A total of $269,978 was expended towards the public service, economic development, and infrastructure categories. As previously stated, an additional $68,775 will be expended under the infrastructure category by the end of Fall 2020 once the curb ramp installation project is completed. There was a delay with project completion as the construction trades were experiencing delays with materials due to the COVID-19 pandemic.

The purpose of addressing a community's non-housing needs, in addition to its housing needs, is to help create more livable, better functioning, and more attractive communities by integrating economic, physical, environmental, community, and human development programs in a comprehensive and coordinated fashion so that families and communities can thrive while working together.

Disability Data – Subrecipients that were funded in program year 2020 do not specifically serve disabled persons only. Rather Pittsburg funds programs that serve residents who may be disabled such as the construction of curb ramps for accessibility in certain census tracts, St. Vincent de Paul RotaCare, Loaves and Fishes and the Contra Costa County Coordinated Outreach Referral and Engagagement (CORE) programwho serve a population that may include mentally disabled persons. If an agency that specifically serves disabled persons is funded in future fiscal years, such data will be reported by the subrecipient and will be included in future CAPERs.

- **Homeless Strategy -** Homelessness is a result from a combination of factors related to the socioeconomic systems and personal and familyissues. The City is committed to working with the County Continuum of Care (CoC) in its effort to reduce homelessness throughout the county.

The City understands that homelessness is a regional issue. Therefore, sharing pooled resources provides a more effective method in addressing a regional issue. Health, Housing, and Homeless Services (H3) is the administrator for the Contra Costa Homeless Continuum of Care (CoC), a collaborative of local agencies that addresses housing and homelessness in the county. As the administrator, H3 provides strategic direction and coordination of funding and programmatic oversight of CoC programs. As the CoC lead agency, H3 is responsible for:

• advancing partnerships with service providers, community leaders, and stakeholders;

• building capacity with local and federal resources;

• implementing and managing CoC initiatives;

• administering the Coordinated Entry System (CES);

• maintaining the Homeless Management Information System (HMIS);

• coordinating CoC funding and programmatic oversight; and,

• measuring and reporting outcomes through HUD Performance Measures and evaluation efforts.

With the COVID-19 pandemic, H3 meetings have not been held regularly. However, City staff has monthly meetings with County staff to ensure it is kept abreast of the homeless strategy in the county in order to make a positive impact. A total of $14,728 of CDBG funds were expended towards the Winter Nights Emergency Family Shelter and Safe Parking Program. Winter Nights is an emergency shelter for homeless families supported by hundreds of volunteers from member faith communities throughout central Contra Costa County. Beginning in October and open until June, the shelter location moves from congregation to congregation every two weeks during the cold winter months.

The COVID-19 pandemic has limited Winter Nights' ability to offer shelter to new families because of the shelter-in-place rules. Meals could not be prepared in the congregational kitchens and could not be brought in and served by volunteers, so one hot meal each day was ordered and delivered by a local restaurant, and breakfast and lunch supplies could be delivered by staff when things ran out. The cost of meals greatly increased but congregations have been generous when they couldn't cook for the families, and contributed enough to keep costs down. And as

families left the shelter for homes, meal costs went down too.

Winter Nights was the only congregate shelter in the county, to our knowledge, that was able to open and stay open, without any covid cases, during the pandemic. The Winter Nights Safe Parking Program also remains the only overnight parking program for unhoused persons in the county.

In addition, $23,034 of CDBG funds were expended towards the Contra Costa County Health Services - Health, Housing and Homeless Services Division's CORE program .The focus of the CORE program is to target high-risk, hard-to-reach chronically homeless individuals, transition-aged youth, and families living outside who typically do not access services. CORE uses a client-centered, "whatever it takes" approach to build rapport and engage persons into services that aims to get them off the streets and stabilized. CORE teams consist of two outreach workers, two outreach team leads, and an outreach coordinator. Outreach staff are trained in core principles and practices of trauma informed care, motivational interviewing and espouse a housing first philosophy. Knowing that those who live outside are resistant to engaging, outreach teams take this client-centered perspective with the understanding that trust must come before services are delivered, and trust and relationship building takes patience and time.

During the 2020-2021 reporting year the CORE program was able to hit and exceed all annual reporting goals within the target population. The outreach teams contacted 455 homeless individuals and exceeded the goal of 80. CORE Teams provided emergency supplies, ID vouchers, hygiene kits, medical referrals, transportation, as well as access to an array of homeless services to all of those contacted. With the onset of the COVID-19 pandemic the teams have handed out 10,580 surgical masks, 10,541 4oz hand sanitizers, 16,446 food packs, along with 7123 gallons of water and CORE continues to coach the homeless population around social distancing and COVID safety and make people aware of the portable restrooms/hand washing stations available for their use.

The City also works with the CoC by having one Pittsburg Police Officer assigned on the Mental Health Evaluations Team (MHET) and by supporting the Health Care for the Homeless Team. MHET assists persons who recently had a mental health crisis by linking them to services to diminish the likelihood of another crisis.

A 174-room motel in Pittsburg now shelters homeless Contra Costa residents at high risk from COVID-19 will be a permanent service hub to help county residents transition into stable living situations.

Contra Costa Health Services (CCHS) rented rooms at the Motel 6 at 2101 Loveridge Road in Pittsburg to provide temporary housing through the State of

California's (State) Project Roomkey program, which funded hotel rooms for residents who could not effectively isolate themselves during the COVID-19 pandemic because they had lost their housing.

Project Homekey, the State's follow-up program, will commit $17.4 million toward the purchase and renovation of the property by the county, and another $4.17 million toward staffing and operating the former motel as temporary housing for county residents experiencing homelessness, with on-site healthcare and behavioral health services, meals and assistance connecting with the services they need to regain housing.

There were only 20 shelter beds available in East County for more than 500 people living outside in Pittsburg and Antioch in January 2020 when the county performed its annual point in time count (PIT). The county's most recent homeless PIT showed that 33 percent of residents living outside in Contra Costa were in East County, compared to 27 percent recorded there during the 2019 count.

CCHS will add the new East County CARE Center and interim housing program to its network of homeless service centers, shelters and outreach programs, helping to address an acute shortage of those services in the area.

The State grant includes funding for case management, housing navigation services, meals and a robust peer support program, among other services.

Motel 6 was one of four in Contra Costa contracted to shelter vulnerable residents who had no housing early in the COVID-19 pandemic, partially funded by California's Project Roomkey. CCHS is now renting 494 rooms at these motels to house people experiencing homelessness, including more than 200 people at Motel 6 who will continue to receive services and progress toward self-sufficiency under Project Homekey.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	342
Black or African American	249
Asian	16
American Indian or American Native	63
Native Hawaiian or Other Pacific Islander	31
American Indian/White	3

American Indian/Black	2
Asian/White	3
Black/White	20
Other	115
Total	**844**
Hispanic	368
Not Hispanic	476

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Limited English Proficiency (LEP) - In order to better serve Pittsburg's LEP residents, the City has a Language Assistance Plan (LAP). The LAP was updated in 2017 to encourage involvement and participation by LEP persons in programs or activities that are HUD funded. According to the 2017 American Factfinder Community Survey, approximately 17.2% of Pittsburg's population is Asian. However, the individual percentages of the ethnicities that make up the Asian category are less than 5%, with the exception of the Filipino community. Staff solicits participation during the CAPER, Consolidated Plan and Annual Action Plan process by posting the public hearing notices in English, Spanish and Tagalog.

Asian Indian	2.5%
Chinese	1.3%
Filipino	10.6%
Japanese	0.2%
Korean	0.5%
Vietnamese	1.0%
Other Asian	1.1%

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public – Federal	$648,236	$553,716

Table 3 – Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Pittsburg	100	100	Citywide

Table 4 – Identify the geographic distribution and location of investments

Leveraging

Explain how Federal funds leveraged additional resources (private, State and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City leverages Federal, State, and local resources to the greatest extent feasible to assists with the needs identified in the 2020-2025 Consolidated Plan.

The City's Police Department received the following grants which enabled the City to provide the support the community needed in various areas, such as Code Enforcement.

- OTS – DUI Grant $80,000 awarded
- Tobacco Grant (2 years)
- Every 15 Minutes - $8,500

The City's 5-Year Capital Improvement Program (CIP) is a multi-year planning instrument for construction of new facilities and infrastructure, expansion, rehabilitation, or replacement of existing City owned assets. The 5-Year CIP is developed by staff and is adopted by the City Council as a guide for prioritization of various projects to accomplish community goals. The CIP is updated requlary to reflect changing priorities and funding availability, and to remove projects that have been completed.

The 5-Year CIP for FY 2019/2020 through FY 2023/2024 includes 224 projects with a total estimated cost of $400,651,081 for the benefit of the residents of Pittsburg. Each of the proposed projects meets one or more of the following criteria:

- Elimination of potentially hazardous or unsafe conditions and potential liability
- Replacement of high-maintenance, inefficient or ineffective infrastructure
- Improvement to and/or creation of new services to the public
- Compliance with regulatory requirements and mandates
- Stimulation of local economu and elimination of blighted conditions
- Compliance with the City's General Plan
- Preservation of existing assets

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Number of households to be supported	One-Year Goal	Actual
Homeless	No goal identified in the Program Year.	Not applicable.
Non-Homeless	No goal identified in the Program Year.	Not applicable.
Special Needs	No goal identified in the Program Year.	Not applicable.
Total		

Table 5- Number of Households

Number of households supported through	One-Year Goal	Actual
Rental Assistance	0	0
The Production of New Units	0	0
Rehab of Existing Units	3	2
Acquisition of Existing Units	**0**	**0**
Total	**3**	**2**

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

A major obstacle with affordable housing production in Pittsburg is the inability to provide assistance in the form of financial incentives or land which in past were used to encourage the construction of affordable housing developments. Due to the dissolution of the former Redevelopment Agency of the City of Pittsburg and with the heavy competition for State and Federal funding, affordable housing projects in Pittsburg have been reduced tremendously.

The number of affordable housing units have changed due to foreclosures. The current number of affordable housing units in Pittsburg under each income category are as follows:

Moderate – 575, Low – 234, Very Low – 246, and Extremely Low – 35 = 1090 total units

These numbers do not reflect affordable housing units that are not deed restricted. For example, there are residential units participating in the Section 8 program that are not accounted for because they are not deed restricted but are leasing to low income families.

There are currently 1,119 units participating in the Section 8 program including VASH vouchers; only four of which are deed restricted.

In an effort to produce affordable housing, Pittsburg is part of the HOME Consortium with Contra Costa County. The purpose of the HOME program is to expand the supply of decent, safe, sanitary, and affordable housing for very-low and low-income households. HOME funds may be used for projects to acquire, rehabilitate, and construct housing for lower-income households in the Consortium area. HOME funds cannot be used for half-way houses or student housing. HOME funds are typically only eligible for new HOME projects. Except in rare circumstances, it is not permissible to invest additional HOME funding during the HOME affordability term into a project that has previously been awarded funds. The HUD HOME term for new construction projects is 20 years and up to 15 years for acquisition/rehabilitation projects.

Goals:

1)Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.

The Atchison Mixed-Use Development which is currently being constructed consist of202 residential units plus 13,669 commercial space complex will have 100 apartment units for very low-income households earning 50% of area median income (AMI) and 100 units for low-income households earning 70% of AMI. The remaining two units would be occupied by property managers. Apartment rents could range from $1,085 to $1,519 for a studio; $1,162 to $1,627 for a one-bedroom unit; and $1,395 to $1,953 for a two-bedroom unit.

2) Increase Affordable Supportive Housing Supply. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

The City strives to meet the community's housing needs in various way. A mix of housing opportunities that accommodates a demographically diverse population helps to create a sustainable community, a community with income and age diversity. The City understands the importance of partnerships when it comes to expanding the housing opportunities for the residents of Pittsburg. The Housing Authority of the City of Pittsburg (Housing Authority) administers 137 Veteran Affairs Supportive Housing (VASH) vouchers and loaned $780,000 for the financing of the Veterans Square housing projectwhich consists of twenty-nine (29) units of much needed affordable housing for lower income households. Nineteen (19) of the 29 units will be dedicated to

veterans and will also serve special needs households. Ten (10) of the units will be set aside for homeless residents with serious mental illness through the Department of Housing and Community Development's (HCD) No Place Like Home Program. The Veterans Square project broke ground in November 2020 and is slated to be completed in Spring 2022.

Another housing project that is currently in construction is Beacon Villas which consist of fifty-three (53) units with rents ranging from 50%-70% of AMI.

Discuss how these outcomes will impact future annual action plans.

The Veteran Square project will have certain on-site services provided by a qualified service provider experienced in serving the veteran population. Therefore, the service provider may be eligible to apply for future CDBG funds that can be utilized to enhance services.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	756	Not applicable.
Low-Moderate income	86	Not applicable.
Total	**842**	**Not applicable.**

Table 7 – Number of Persons Served

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Narrative Information

Fortunately, Pittsburg has its own Housing Authority that can help in the efforts to address "worst case needs" and progress in meeting the needs of persons with disabilities. It is the Housing Authority's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies of its Administrative Plan. The Housing Authority has two local preferences 1) Pittsburg resident and 2) Veteran status. Each preference has been determined after a public hearing in accordance with applicable federal regulations. Applicants that qualify for a local preference shall be ranked in the following order: 1) any household family member who lives, works, or has been hired to work, or attending school in the city 2) veteran or surviving spouses of veterans. Preference is given for admission of a single person who is 62 years or older or person with disabilities over other single persons. In accordance to the Quality Housing and Work Responsibility Act of 1998, each fiscal year, the Housing Authority will reserve a minimum of seventy-five percent (75%) of its Section 8 new admissions for families whose income does not exceed thirty percent (30%) of the area median income or as HUD refers to these families as "extremely low-income families". The Housing Authority will admit families who qualify under the extremely low-income limit to meet their income targeting requirement, regardless of preference.

Pittsburg believes in a regional approach when addressing our community’s housing needs. We continue to foster relationships with various agencies in the county and provide these resources to the community.

1) Home Match - Helps homeowners with extra rooms connect with home seekers who need an affordable place to live, creating a win-win situation.

2) Catholic Charities of the East Bay - Rooted in compassion and human dignity for all, Catholic Charities of the East Bay works with youth, children, and families to promote self-sufficiency, strengthen families and pursue safety and justice.

3) Destination Home - Provides 12 units of permanent supportive housing for chronically homeless, disabled individuals. Participants of the project receive a safe, permanent place to live as well as wrap-around services to help stabilize their lives. Case management, assistance enrolling in mainstream benefits and services, and access to peer support groups are all part of a larger continuum of services that allow individuals to work through many of the issues that led to their homelessness while simultaneously moving toward a more sustainable future.

4)Permanent Connection - Provides subsidized permanent housing linked to services for homeless youth with chronic mental illness, HIV/AIDS, or developmental or physical disabilities. Youth over the age of 18 receive wrap-around support services that assist them to not only maintain, but also thrive in their housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City continues to participate in the countywide effort to assist the homeless population by funding services that take proactive steps to implement the CoC strategy for the homeless. CDBG monies funded the CORE program. CORE teams served as an entry point into the coordinated entry system for unsheltered persons and work to identify, engage, stabilize and house chronically homeless individuals and families. They provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to CARE Centers. The CORE staff have built trusting relationships with hard to reach clients. CORE staff have been able to link people to services and continue to coach and educate individuals and families on health, safety and sanitation. CORE teams also established connections with agencies to coordinate services and work together to support the homeless population. These partnerships helped to get individuals and families access to health, mental health, and dental services; connect individuals and families to shelters, and drug and detox programs. The program provided services to 400 Pittsburg residents.

The City has its own homeless team which comprises of staff from various departments including the Police Department, Environmetal Services, Engineering, Public Works, City Attorney and Community Services. This team meets monthly to discuss current issues that are affecting its residents which includes the homeless population and sets strategies that can help the community as a whole. Police officers that are in direct contact with the homeless population provide food vouchers, clothing and in some cases, vouchers for lodging at a local motel. The Police officers have established relationships with many of the homeless people in the community and have identified a select few that have the potential to overcome certain barriers so that they can be integrated back to society.

Addressing the emergency shelter and transitional housing needs of homeless persons

CDBG funds were expended to address shelter needs for the homeless population. The Winter Nights Emergency Family Shelter is an emergency shelter for homeless families that operates from October to June. The program provides food, tutoring, transportation, case management, housing placement assistance to homeless families.

The Winter Nights Shelter also operates a Safe Parking Program (SPP) which can served up to 24 persons overnight for an accumulated total of 659 nights between early

February and June 30th.SPP served 11 residents from Pittsburg. St. Vincent de Paul in Pittsburg allowed SPP clients to use the showers 3 days a week, and staffing increased during the daytime to supervise the shower schedules and restroom use at the SPP site since daytime restrooms were hard to find. Case management continued at the SPP also and several clients found housing.

CDBG funds were also used for the St. Vincent De Paul Rotacare clinic that is operated at the St. Vincent De Paul facility in Pittsburg. This program not only offers free medical care but also serves as a day time shelter for homeless families. A feeding program is also within walking distance from the facility and offers hot meals for these families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Contra Costa County's Coordinated Entry System (CES) allows service providers to efficiently and effectively connect people to interventions which aim to rapidly resolve their housing crisis. CES aims to help consumers with fewer roadblocks and fewer vulnerabilities obtain housing with short-term supports while connecting the highest needs, most vulnerable persons in the community to available housing and supportive services. CES is comprised of a variety of programs to serve those at-risk of homelessness, currently homeless, and formerly homeless people now housed in permanent supportive housing. The goal of CES it to move people from access points, and for those with higher needs, to housing services. The CES is has a prevention/diversion screening tool to be used by Contra Costa Crisis Center (2-1-1) and other crisis service entry points into our system to identify clients on the brink of homelessness and connect them to prevention and mainstream services. Clients are connected to prevention providers throughout the County.

AB 109 - Reentry: The CoC has two discharge plans for former inmates, the Reentry Strategic Plan and Realignment Plan. The Reentry Strategic Plan focuses on: 1) housing-focused discharge planning prior to release; 2) formalized pre-release planning that identifies service needs & connects prisoners with community-based service providers; and 3) enrollment in public benefits at least 90 days prior to release. Realignment Plan provides: 1) pre-release "reach-in" assessments, case management and referrals to housing resources, and 2) individualized treatment plans for mental health/substance abuse issues, linked with housing services. training, substance abuse treatment &

childcare. Under AB109, probationers have five days upon prison release to report to their Probation Officer (PO) to review their probation orders. At their initial meeting, the PO determines whether the individual received “custody” mental health services and/or was released with a 30 day supply of psychotropic medications. POs may then offer the individual a referral to Mental Health Services to be assessed for their voluntary continuation of medications and need for focused forensic case management services. There is also coordination with the Parole and Community Team (PACT), comprised of service providers, police & the California Department of Corrections Regional Parole Board, to link newly released ex-offenders with resources like housing, education, employment, job training, substance abuse treatment & childcare.

The St. Vincent de Paul’s RotaCare is a free medical clinic and received $22,237 of CDBG funds. This free medical clinic is staffed with a team of volunteer medical professionals including physicians, pharmacists, pharmacy technicians, nurses, health educators, bi-lingual translators, social workers, receptionists and administrative assistant. They provide medical care and preventative services to uninsured and low income residents of Pittsburg. They directly improved availability and access to health services and reduced health disparities for low income and underserved residents. A total of 198 people were assisted during this Program Year.

Countywide Discharge Coordination Policy

FOSTER CARE: When foster youth age out of the foster care system, the County links them to the Independent Living Skills Program (ILSP). ILSP includes workshops that prepare youth for emancipation (money management, education, computer skills, home management, and social skills), employment assistance, non-McKinney-Vento housing and retention services, and an individualized transition plan out of foster care. In addition, foster youth can elect to remain in foster care or return to care after emancipation (but before turning 21) to receive a two-year housing subsidy, which can be used in a market rate unit, student housing, or congregate living. This is a State program that all foster youth and former foster youth are able to access.

HEALTH CARE: Hospital discharge protocol, adopted by the CoC and by all hospitals in the County, states: 1) Hospitals will not discharge people who are not ambulatory or not capable of caring for themselves; 2) prior to discharge, the hospital will seek a pre-discharge assessment from a Healthcare for the Homeless (HCH) nurse; 3) the HCH nurse will assess the viability of a respite placement and make a recommendation accordingly; 4) prior to discharge, the hospital will ensure that a patient has an appointment for follow-up medical care; 5) the hospital will discharge the patient with enough medications and/or supplies for at least 7 days; and 6) the hospital will ensure that the patient leaves with all of their belongings and is appropriately clothed.

ALCOHOL AND OTHER DRUGS SERVICES 1.) AOD works in partnership with the Behavioral Health Benefits Unit to enroll clients in Medi-Cal immediately upon release from a facility. 2.) AOD works to reduce the early termination rate among formerly incarcerated individuals in Substance Use Disorder (SUD) treatment. Coupled with training, AOD continues to adapt program policies and procedures which support successful engagement of this population while adhering to regulatory State mandates. AOD continues to assist and encourage providers to develop/form/create linkages/agreements/MOUs with primary care and mental health and housing for provision of services to AOD clients. A Housing Specialist is available at the Discovery House by the Homeless program to help clients prepare housing arrangements before discharge and support long-term recovery.

MENTAL HEALTH: Clients treated by the County Behavioral Health Division are regularly reviewed for readiness and prepared for discharge into environments that provide stepped-down levels of care. The Department holds a weekly Bed Committee where all institutionalized consumer's discharge plans are prepared. Discharge planning responsibilities fall to the Clinic managers for those consumers currently receiving services and to the Mental Health Transition Team (consisting of managers, a psychiatrist, RNs, clinicians and peer providers) for those patients not otherwise connected to the County system. State hospitals discharge to Institutes for Mental Disease (IMD)/Skilled Nursing Facilities (SNF) and not to HUD CoC funded programs. Persons discharged from IMDs/SNFs are placed in Crisis Residential/Transitional Residential Services (CR/TRS), and those discharged from Acute Inpatient Facilities (AIFs) are released to appropriate settings, such as the Respite Center at the County's Adult Emergency Shelter. Those exiting CR/TRS are discharged to independent, shared or supported (e.g. Board & Care) housing. State Mental Health Services Act (MHSA) funds also pay for 79 housing units for homeless discharges with severe mental illness.

RESPITE CENTER - Philip Dorn Respite Center in our neighboring city of Concord is a twenty-four (24) bed shelter for homeless adults who are leaving the hospital and have health care needs that cannot be met in the emergency shelter environment. This is a collaborative project with Health Care for the Homeless and local hospitals.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The biggest barrier to reducing the length of time individuals and families experience

homelessness is the lack of affordable housing.

CHRONICALLY HOMELESS: This year's Contra Costa County Point in Time Count (PIT) was conducted on the night of January 22, 2020. There were a total of 2,277 people identified in the whole county of which 102 were Pittsburg residents. The count made up 707 sheltered and 1570 unsheltered. Among the 1,570 unsheltered individuals, more than half (52%) slept in an encampment outside (34% of the unsheltered slept in a tent/make-shift shelter and another 18% slept on the street/sidewalk), followed by 48% who slept in a vehicle or structure (17% of those unsheltered slept in an RV, 15% in a car, and 5% in a van. Among the sheltered, here were 532 people in emergency shelter beds and 157 in transitional housing beds the night of the count.

VETERANS: There were 115 veterans identified in the 2020 PIT count which made up 6% of the adult population. Although there was an overall 6% decrease since 2015, shifts since 2017 are indicating an upward trent (16%) in the number of veterans identified.

UNACCOMPANIED YOUTH/TRANSITION AGED YOUTH (TAY): No unaccompanied minors were identified during the 2020 PIT.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority provides rental subsidy to the maximum extent allowable. Funding is awarded by the Federal government to subsidize low-income families with their rent and utilities. The number of families the Housing Authority can assist is determined by the annual contract contribution awarded. Factors in determining the number of units available to assist eligible families are based on average housing assistance payments, fair market rents established by HUD, and administrative costs. With this in mind, for For FY 2020-2021, the Housing Authority received $17,370,102.These funds were used to subsidize 928 Section 8 recipients and 137 VASH vouchers.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority counsels clients who are interested in becoming homeowners by sharing information on the Homeownership Voucher Program. Eligible candidates are provided monthly mortgage subsidy upon the purchase their first home. The Housing Authority uses its normal voucher program payment standard schedule to determine the amount of subsidy. The housing assistance payment (HAP) is the lesser of either the payment standard minus the total tenant payment or the family's monthly homeownership expenses minus the total tenant payment. The Housing Authority may make the HAP payment directly to the family or to the lender.

Actions taken to provide assistance to troubled PHAs

The Housing Authority, operating the rental subsidy program, was a high performer during the Program Year. Therefore, no actions were taken.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The provision of adequate and affordable housing is an important goal of the City. As a result, the City has proactively implemented a variety of programs, incentives, and development standards to encourage the development, maintenance, and improvement of affordable housing.The City offers incentives for on-site compliance as outlined in City's Municipal Code Section 18.86.060. Incentives include:

- Allowing affordable units to be at most 10 percent smaller in square footage than market rate units.
- Allowing ownership units to be constructed on smaller lots.
- Allowing affordable units to have a fewer number of bathrooms and have different interior design, finishes, and features than market rate units in the same residential development.
- A reduction in off-street parking requirements for affordable units provided that the development is located downtown or within walking distance, generally ½-mile of transit facilities.
- Deferment of parkland, traffic mitigation, and other City fees.
- Provides for a density bonus for affordable housing projects.

In addition, to provide an incentive for the development of larger family units (four or more bedrooms), developers are offered credit toward the inclusionary requirement of one and one-quarter per larger family unit. On November 15, 2004, the City Council adopted Ordinance No. 04-1229 adding Chapter 18.86, Inclusionary Housing, to the Municipal Code. The Inclusionary Housing Ordinance contains minimum requirements for provision of affordable units within developments. The purpose of the City's Inclusionary Housing Ordinance is to establish minimum requirements, incentives, and alternative measures by which to ensure the provision of safe, decent, and affordable housing for all segments of the City's population, regardless of household income. This ordinance is only enforced on for sale units and not on rental housing.

The Successor Agency owns properties that are developable for housing projects. The City works with interested Developers by providing the following incentives:

- Providing incentives to developers who assist the City in meeting affordable housing needs, including units to accommodate special needs households:

female-headed households, seniors, disabled, developmentally disabled, large families, emancipated youth, seasonal and temporary workers, and the homeless
- Utilizing public funds to increase the supply of housing affordable to extremely low-, very low-, low-, and moderate-income large family households
- Prioritizing public funds for the development of housing affordable to extremely low income households for identified special needs groups
- Providing fee waivers and allow fee deferrals until issuance of a Certificate of Occupancy for developers constructing affordable housing developments and/or developers providing housing and programming serving identified special needs populations
- Assisting non-profit developers in seeking fee credits when redeveloping sites for affordable housing and/or housing developments serving an identified special needs population
- Giving priority in processing project applications with an affordable housing component and/or serving an identified special needs population

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City is committed to taking action to address obstacles to meeting underserved needs. Special needs groups such as elderly/frail elderly, persons with disabilities, and persons who are victims of domestic violence live throughout the city. Given that these special needs populations have various obstacles to accessing housing and services, Pittsburg will continue to provide CDBG funds for housing rehabilitation activities, public facility/infrastructure improvements, and public service activities that improve the quality of life for special needs groups.

During the COVID-19 pandemic, the Pittsburg Senior Center was able to maintain services to seniors in the community by providing 2 meal programs to ensure that seniors do not go hungry, offering virtual classes, performing weekly wellness calls/social distanced visits as well as held virtual Winter Ball, and an outdoor senior center, drive-up/walk up health fair. City staff also coordinated delivery of groceries to homes which were provided by the Solano and Contra Costa Food Bank.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Facts about Lead Poisoning in Contra Costa County:

More than 800 children with elevated blood lead levels have been identified in Contra Costa. Most of these children have been identified in the last eleven years because of routine screening.

- 475 children had lead levels between 10 - 14 µg/dL.
  161 children had lead levels between 15 - 19 µg/dL.
  158 children had lead levels between 20 - 44 µg/dL.
  6 children had lead levels of 45 µg/dL or higher.
- About 46% of the children are from the Richmond/San Pablo area.
  Another 26% of the children are from the Pittsburg/Antioch area.
  10% are from the Concord area.
  The rest live throughout the County, in areas as diverse as El Cerrito, Crockett, Brentwood, and San Ramon.

More than 63% of lead-poisoned children in Contra Costa have been under the age of 3 years. Most are one- and two-year olds.
Who's at Risk and Why?

- Low income children
  Nationwide data show that young children in publicly-assisted programs such as MediCal are at much higher risk for lead poisoning.
- Children living in old, deteriorating housing
  Lead-based paint is still the major source of childhood lead poisoning.
  More than half of Contra Costa cases have been linked to lead-based paint.
  Statewide percentages are even higher.
- Children of any income living in older housing that is being renovated or repainted
  Activities that disturb lead-based paint and create lead dust are very dangerous, especially for young children. They can also harm adults, including workers and owner-occupants engaged in do-it-yourself projects.

There are over 97,000 housing units built before 1960 in Contra Costa.
Because Contra Costa has experienced such rapid housing growth, percentages of old housing have declined overall. As the tables below show, older housing is not evenly distributed, and even within a community there are areas where the high-risk older housing is more concentrated. (State and federal agencies recommend targeted screening of all young children, regardless of income, in communities where > 27% of housing was built before 1960.)

Percentages of Pre-1960 Housing in Selected Central & East County Cities*

City	Percentage of Pre-1960 Housing - Citywide -	Percentage of Pre-1960 Housing- Selected Census Tracts -
Antioch	17%	61% (CT 3071.02)
Brentwood	9%	28% (CT 3031)
Concord	27%	66% (CT 3300)
Lafayette	52%	53% (CT 3480)
Martinez	27%	81% (CT 3170)
Orinda	56%	64% (CT 3540.01)
Pittsburg	21%	73% (CT 3100)
Pleasant Hill	34%	57% (CT 3230)

* Based on 2000 U.S. Census data

The City will continue to protect residents from lead-based paint hazards in housing funded with CDBG funds by conforming to HUD regulations 24 CFR Part 35. This regulation addresses the need to reduce or eliminate lead-based paint hazards in federally owned housing and housing receiving Federal funds. The City requires its subrecipients to agree to include requirements for compliance with this regulation. The City requires that recipients of homeowner rehabilitation funds sign HUD's Notification for Lead Based Paint and that any abatement required be included in the home's repairs.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Pittsburg employs a variety of strategies to help alleviate poverty in the city, including efforts to stimulate economic growth and job opportunities, and to provide residents with the skills and abilities required to take advantage of those opportunities. Pittsburg uses a

portion of its CDBG funds to provide grants to non-profit agencies to operate the Public Service programs that serve the low- income population including the homeless in the community.

One of the most significant efforts taken by the City to reduce persons living below the poverty level is funding several agencies that provide economic development programs and services for persons within the community who are extremely- or very low- income. In particular, the City believes by funding economic development programs, such as Contra Costa Child Care Council, Opportunity Junction's Job Training and Placement, and Renaissance Entreprenuership Center, it plays a role in reducing the number of persons below the poverty line by providing them the avenue and resources to obtain the skills and training needed to be competitive in the job market or become qualified business owners.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Contra Costa County Consortium was formed by the County of Contra Costa and the cities of Antioch, Concord, Pittsburg and Walnut Creek to develop a collaborative approach to administering and implementing the goals and objectives of the respective CDBG programs. The Contra Costa County Consortium members coordinate consolidated Planning efforts and have developed a streamlined process for applying for CDBG/HOME/ESG funds that allow applicants to complete one application for multiple jurisdictions and, once funded, complete one periodic performance report for all funding jurisdictions. This joint effort has eased the administrative burden for subrecipients and allows jurisdictions to easily share information. Furthermore, the Contra Costa County Consortium established a multiple-year funding cycle that has greatly reduced the time spent on completing and reviewing applications for both subrecipients and CDBG/HOME staff respectively.

Each entitlement jurisdiction in the Contra Costa County Consortium completes its own annual planning and allocation process, including preparation and completion of its Annual Action Plan and CAPER. These planning efforts have a high degree of coordination with the Contra Costa County Consortium members working together to closely align CDBG allocations, helping to maximize funding and to ensure collaboration between agencies.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Contra Costa County Consortium jurisdictions work on strategies and actions designed to overcome identified impediments and eliminate problems of housing

discrimination. The Contra Costa Interagency Council on Homelessness (CCICH) works with local jurisdictions, public and private agencies, the interfaith community, homeless advocacy groups, and other community organizations to implement the CoC to alleviate homelessness. The majority of the City's goals and objectives within the 2020-2025 Consolidated Plan and Annual Action Plan are met through activities that are carried out by subrecipients that are primarily public and private agencies within the County, including non-profit organizations. There is ongoing concern about the long-term capacity of the non-profit community during these severe budgetary times and their ability to comply with often complex Federal regulations and requirements in implementing federally funded programs. Pittsburg will continue to support these agencies by providing technical assistance, helping to establish collaboration between agencies and with funding, when possible.

Pittsburg works closely with public and private affordable housing providers as well as with Contra Costa County's Public Health, Behavioral Health and Homeless Services departments, and various agencies to coordinate the allocation of funds to best meet the needs of the City's low to moderate income residents and the special needs population. This coordination leverages CDBG funds to maximize their impact.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Contra Costa County Consortium is required to conduct an Analysis of Impediments to Fair Housing Choice (AI) and to periodically review that analysis and update it as necessary. Each AI is reassessed and reevaluated with each consolidated plan. Together, the members of the Contra Costa County Consortium have collaborated to jointly plan for the housing and community development needs of the County as a whole.

The purpose of an AI is to review conditions in the jurisdictions that may impact the ability of households to freely choose housing and to be treated without regard to race, ethnicity, religion, gender, national origin, source of income, age, disability, or other protected status. The AI reviews the general state of fair housing, the enforcement of fair housing law, efforts to promote fair housing, access to credit for the purpose of housing, and general constraints to the availability of a full range of housing types. An AI also examines the affordability of housing in the jurisdiction with an emphasis on housing affordable to households with annual incomes classified as low income and less. Low income is defined as equal to or less than 80 percent of the adjusted Area Median Income as most recently published by HUD.

The AI not only identifies impediments to fair housing choice, but also makes recommendations to overcome the effects of those impediments and will serve as the

basis for fair housing planning, providing essential information to staff, policy makers, housing providers, lenders, and fair housing advocates, and assisting with garnering community support for fair housing efforts. The most recent AI was completed and approved the the Contra Costa County Consortium in June 2019.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City continues its monitoring of subrecipients and projects to ensure compliance with program and comprehensive planning requirements. The City performs on-site monitoring of CDBG subrecipients. Monitoring efforts are coordinated for subrecipients that are jointly funded by other jurisdictions within the Contra Costa County Consortium. The City works directly with the other jurisdictions to analyze which subrecipients need to be monitored and the Contra Costa County Consortium takes a tag team approach in conducting the on-site monitoring to minimize duplicative efforts. The purpose of the monitoring is to ensure the activities and programs achieve their approved objectives in a manner which is consistent with Federal regulations. If there is a lack of performance or the subrecipient does not meet goals, the City will continue site visits and investigate further until a resolution is reached. Monitoring efforts have been put on hold due to the Shelter In Place orders imposed in Contra Costa County since March 2020. The Consortium will explore alternate options for monitoring and work with Subrecipients to ensure they have the capacity to accommodate this new format.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Consistent with Federal requirements, a draft of the CAPER document was prepared and made available online on the City's website.. A notice informing the public of the availability of the draft CAPER was published in English, Spanish and Tagalog in the East County Times on September 3, 2021. The notice was also displayed on the City's website during the public review period. Copies of the notices are attached to this report.

<Comments section will be filled out after Council meeting on September 20, 2021>

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to Pittsburg's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Adopting the 2nd Addendum to the 2015 Final Environmental Impact Report; Approving a Use Permit Amendment and Design Review; and Introduction and Waive First Reading of an Ordinance Approving a Development Agreement for Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

This is a public hearing on a request for: 1) an amendment to the existing use permit (originally approved in 2018) for operational enhancements at the existing Recycle Center Transfer Station/Mt. Diablo Resource Recovery Park; 2) design review approval of plans to construct sixteen new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; 3) approval of a Development Agreement; and 4) adoption of the 2nd Addendum to the Final Environmental Impact Report (FEIR) prepared for the project. The Project is located at 1300 Loveridge Road in the IG (General Industrial) and IL-O (Limited Industrial with a Limited Overlay) districts. Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028, and 073-200-029. On August 24, 2021, the Planning Commission adopted Resolution 10173 recommending approval of the proposal in its entirety.

FISCAL IMPACT

One-time revenues related to construction permits and development fees, sales taxes, and other exactions (as outlined in the proposed development agreement) are anticipated with this project. The applicant also would be required to deposit a minimum of $5,000 on an annual basis to reimburse the City for staff time expended in the annual review of the development agreement terms.

RECOMMENDATION

City Council take the following actions for the Mt. Diablo Resource Recovery Park Enhancements Project, in the order shown below:

1. Move to approve the attached Resolution adopting the 2nd Addendum to the 2015 FEIR and approving a Use Permit Amendment and Design Review; and

2. Move to introduce and waive further reading of the attached ordinance approving a development agreement.

BACKGROUND

For a detailed background overview, discussion of existing conditions, compliance with the Pittsburg Municipal Code (PMC), and project description, please see Attachment 4.

In 1995, the City of Pittsburg certified an Environmental Impact Report (EIR) and issued an initial use permit for the original facility, which consisted of only the RCTS. Following these approvals, the RCTS received a Solid Waste Facility Permit from the City's Environmental Services (formerly Solid Waste Management) Division to operate a 1,500 tons/day (TPD) recycling center and transfer station. In March 2007, the City adopted a Negative Declaration and approved a new use permit to physically expand the facility and add the Mt. Diablo Recycling Facility (MDRF) to the Solid Waste Facility permit, which had its own maximum capacity of 130 TPD of recyclable material processing. In April 2008, the City approved another use permit to establish a construction and demolition sort line which was designed and installed at the Recycling Center and Transfer Station (RCTS), which diverts more than 90% of all construction and demolition material from the landfill. Also included in this approval was a green material processing operations area. In January 2010, the City adopted another Negative Declaration and approved operational changes to the MDRF's use permit to expand its capacity, hours of operation and number of employees working at the site.

In May 2015, the City certified a new EIR for the site and approved a new use permit in order to bring all operations, including the MDRF, RCTS, Green Material Processing Operations Area, and the Mixed C&D Processing Area under a single entity (referred to as the MDRRP), facilitate minor operational changes and expand the facility's total capacity to 5,500 TPD. In 2018, the City approval included the relocation of the truck maintenance facility to the southern end of the property (a smaller building for the same intended use is nearing completion), an increase in the number of gasification units from one to three, and a reorganization of the operations to allow a more efficient utilization of the property.

The current application contains several modifications to the use permit that was approved in 2018 in order to comply with forthcoming State and regional mandates related to the processing of waste materials. The primary change is that individual operations (such as the processing of organic waste) would be brought indoors. To accomplish this and other objectives, the applicant proposes construction of 11 new buildings totaling 505,600 square feet over a twenty-year period. Additional site modifications are also proposed in order to further organize and optimize MDRRP operations.

Master Plan: The proposed Master Plan would guide the anticipated buildout of the project site over a twenty-year period. It establishes the framework for organizing the various functions on the site, making sure that the overall flow of traffic and materials proceeds in a logical manner and provides an efficient use of the 37-acre project site. The plan shows that the layout of the project site would remain essentially the same in terms of the individual operations, and that new buildings would be integrated into the site as each phase is constructed. Having the overall template establishes the relationships between the buildings and the circulation system throughout the site. These relationships are defined by the

individual processing units and the order in which materials are delivered and transferred from the project site once sorting and processing are complete. The Master Plan has organized the site so that when it is totally built out, it will form a corporate campus that provides the necessary facilities to carry out the processing of the permitted 5,500 TPD in compliance with state and federal mandates.

The primary change is that individual operations (such as the processing of organic waste) would be carried out inside a structure rather than in the open air, which is the current practice. The Master Plan shows the construction of five primary structures with ancillary facilities for a total of 570,580 square feet summarized in Table 1 of Attachment 4 and defines additional site modifications necessary to organize the facility's operations. The Project Phasing Description (Attachment 4) outlines the specific order of improvements (grading, construction of roadways, utilities, and structures) for each phase necessary for the completion of the Master Plan in Phase 8B.

Initially MDRR must relocate their outside operations indoors. The critical operation affected by regulations is the organics processing, then to be followed by the construction & demolition (C&D) processing. These two operations alone would need a dedicated building sized for the projected incoming materials that are a portion of the projected facility capacity. Additional expansions of the existing bale storage, commercial tipping operation, and the site area needed for a future food waste and anaerobic digestion and gasification process comprise the full projected development of the facility capacity of 5,500 TPD. All these components were considered and placed in buildings according to the most efficient traffic patterns to separate the public from commercial traffic.

Design Review: The architectural plans show the overall design concept for the buildings. JRMA, the architectural firm that designed the buildings for this application describe their approach as follows. With a larger campus operation designed expand the processing of materials from 1,500 TPD to 5,500 TPD, it is critical that the design of the proposed facility have a vision based on material processing knowledge, a sense of place, with continuity and character, and sustainability in mind, but at the same time does not lose the integrity and history of MDRR. The proposed architecture would create a uniform style in terms of massing, building materials and colors to create a corporate campus identity upon completion of buildout of the project.

Development Agreement: The developer has requested that the City enter into a Development Agreement, which has the purpose of locking in fees and regulations to provide certainty during a multi-year project, and in exchange, developer would have the following contractual obligations: a) payment of fees to assist in the financing of defined local and regional traffic improvement needs; and b) annexation of the site into all applicable Community Facilities Districts (CFDs), off-site stormwater facilities, police and other emergency services, and fire facilities, fire safety and emergency services.

Environmental: An Environmental Impact Report was previously prepared for the 2015 MDRRP project (2015 EIR). On May 26, 2015, the Planning Commission adopted Resolution No. 10001, certifying that the Final 2015 EIR was prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. This resolution also approved CEQA findings, adopted a Statement of Overriding Considerations, and a Mitigation and Monitoring and Reporting Program (MMRP) for the MDRRP project.

Section 15162(a) of the State CEQA Guidelines states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that, either: 1) the project proposes substantial changes which would present a new significant impact; 2) there are substantial changes with respect to the circumstances under which the project is undertaken that would present a new significant impact; or 3) there is new information available that was not previously available relating to new or previously identified significant impacts.

Since the current project proposal further refines what was originally reviewed in the 2015 EIR, and since no new significant impacts were found, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for the current project.

Public Notice: On or prior to September 10, 2021, notice of the September 20, 2021 public hearing to consider this application was posted at City Hall, at the proposed project site, and on the 'Public Notices' section of the City's website; was delivered to the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies expected to provide services to the use, and to individuals who had previously filed written request for such notice, in accordance with the requirements of the PMC and Government Code sections 65090 and 65091, as applicable.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City of Pittsburg is certified by the California Department of Resources, Recycling and Recovery (CalRecycle) as the Local Enforcement Agency (LEA), which is responsible for ensuring that all solid waste disposal facilities follow state and local regulations. The LEA currently inspects the MDRRP on a monthly basis and would continue to do so moving forward. According to the LEA's inspections, the facility is operating in accordance with the requirements of the existing Solid Waste Facility Permit. Staff believes that with the addition of the project enhancements described above, the MDRRP would be more effective in meeting the State's mandates for diversion of landfill material.

The proposed project would be consistent with the Industrial designation of the General Plan, which specifically permits general industrial uses and processing, including large recycling facilities. The proposed project would comply with all of the Industrial District development standards set forth in the Zoning Ordinance. The proposed project is also generally consistent with applicable DRDGs in that: the architecture would unite the new buildings to create a corporate campus identity. Moving the processing units within buildings would improve the overall appearance of the project site.

The proposed Master Plan would unify the various functions on the project site and create the infrastructure necessary for this operator to meet current and future federal and state guidelines regarding the processing of waste material. The overall design would create the necessary template for organization and expansion of the processing units within this facility over a 20-year period. It would also create an attractive corporate campus for this facility when it is completed. This is essential if the site will evolve from the current treatment of

1,500 tons per day of waste material to the permitted volume of 5,500 tons per day. This amendment will be required before MDRRP can complete its application to revise the Solid Waste Processing Facility under City of Pittsburg Local Enforcement Agency noted above.

ATTACHMENTS:

1. Proposed Resolution
    a. Exhibit A to Proposed Resolution – 2nd Addendum to the 2015 EIR
2. Proposed Ordinance
    a. Exhibit A to Proposed Ordinance – Development Agreement
3. Planning Commission Resolution No. 10173 (without Exhibits)
4. Planning Commission Staff Report, dated August 24, 2021 (with select attachments)
5. Notice of City Council Public Hearing

Report Prepared By: Joan Lamphier, Consulting Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Adopting the 2nd EIR Addendum and Approving a Use Permit Amendment and Design Review at 1300 Loveridge Road, for "Mt Diablo Resource Recovery Park, AP-21-1553 (UP, DR)."	)))))	RESOLUTION NO. 21-___

WHEREAS, on February 2, 2021, Contra Costa Waste Service, Inc., filed Use Permit, Design Review, and Development Agreement Application No. 21-1553 requesting: 1) an amendment to the existing use permit (approved in 2018) for operational enhancements at the existing Mt. Diablo Resource Recovery Park (MDRRP); 2) design review approval of plans to construct five new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; and 3) approval of a Development Agreement at 1300 Loveridge Road. The project site includes a total of 36 acres. The eastern portion of the property is in the IG (General Industrial) District and the western portion of the property is within the IL-O (Limited Industrial with a Limited Overlay) District, Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028 and 073-200-029; and

WHEREAS, the proposed project is governed by the applicable goals and policies of the Pittsburg General Plan, the Pittsburg Municipal Code (PMC), and the City's adopted Design Review and Development Guidelines (DRDGs; Planning Commission Resolution No. 9864); and

WHEREAS, the existing solid waste and recycling facility became operational in 1995 and has expanded its operations to include additional recycling and disposal services. The facility serves as a regional recycling facility serving multiple communities and special districts; and

WHEREAS, on March 6, 1995, the City Council adopted Resolutions Nos. 95-8143, 95-8144, and 95-8145, approving a use permit, variance, and design review of architectural plans (respectively) for the Recycling Center and Transfer Station (RCTS), on a 17.5-acre site located at 1300 Loveridge Road. Prior to that approval, the City Council adopted Resolutions Nos. 95-8134 and 95-8142, certifying the Final Environmental Impact Report (1995 EIR) and adopting mandatory findings of significant environmental impacts and mitigation measures for the project (respectively); and

WHEREAS, on December 18, 1995, the City Council approved Resolution No. 95-8150, authorizing an agreement that allowed the recycling center and transfer station to begin operation; and

WHEREAS, on March 27, 2007, the Planning Commission adopted Resolution

Nos. 9691 and 9692 approving a new use permit and design review application to locate the Mt. Diablo Recycling Facility (MDRF) on the existing RCTS site. The MDRF was approved to share the same site as the RCTS; however, both facilities operated independently; and

WHEREAS, on April 22, 2008, the Planning Commission adopted Resolution No. 9755, approving another use permit and design review application, establishing a mixed construction and demolition (Mixed C&D) recycling facility, including a green material processing operations area, on a 6.52-acre portion of the RCTS site. Conditions of approval for the RCTS and the MDRF were carried forward to the subsequent approvals; and

WHEREAS, on January 12, 2010, the Planning Commission adopted Resolution No. 9822 modifying the use permit for MDRF in order to expand the maximum amount of material that could be processed per day, expand hours of operation and the number of employees working at the facility; and

WHEREAS, on May 26, 2015, the Planning Commission adopted Resolution No. 10002, approving a subsequent use permit modification in order to bring the current solid waste and recycling operations at the RCTS, the MDRF and the Mixed C&D facilities under a single entity referred to as the Mt. Diablo Resource Recovery Park (MDRRP). The approval also included an increase in the total amount of materials processed per day at all three facilities from 2,200 tons per day (TPD), to a total of 5,500 TPD; establishment of a new commercial recycling and organic processing programs for residential and commercial food wastes; construction of one biomass gasification unit to process clean wood waste into energy for on-site use; construction of an 18,000 square foot building and related site improvements for the relocation of the SEG Trucking maintenance facility; and, as a possible future phase of the project, a rail haul option for waste transportation purposes; and

WHEREAS, on November 20, 2018, the Planning Commission adopted Resolution No. 10109, approving a subsequent use permit modification to permit improvements, including the relocation of the truck maintenance facility to the southern end of the property; an increase in the number of gasification units from one to three; and a reorganization of the operations to allow a more efficient utilization of the property; and

WHEREAS, the improvements to the MDRRP included in the 2015 and 2018 approvals, as applicable, and proposed with this current application will assist the City of Pittsburg and the region in reducing greenhouse gas emissions by generating renewable energy, increasing solid waste diversion rates, and expanding programs to provide recycling to business and family residences; and

WHEREAS, the proposed expansion and reorganization of the existing facilities will also assist the City of Pittsburg and the region in meeting increasing regulatory requirements and diversion goals established pursuant to Assembly Bill (AB) 1826,

Senate Bill (SB) 1383, and related regulations; and

WHEREAS, the proposed project conforms to the applicable General Plan land use designation of Industrial and the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); and

WHEREAS, the proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the Project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a Mitigated Negative Declaration was prepared; and

WHEREAS, an Environmental Impact Report was previously prepared for the 2015 MDRRP project (2015 EIR). On May 26, 2015, the Planning Commission adopted Resolution No. 10001, certifying that the Final 2015 EIR was prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. This resolution also approved CEQA findings, adopted a Statement of Overriding Considerations, and a Mitigation and Monitoring and Reporting Program (MMRP) for the MDRRP project; and

WHEREAS, Section 15162(a) of the State CEQA Guidelines states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that, either: 1) the project proposes substantial changes which will present a new significant impact; 2) there are substantial changes with respect to the circumstances under which the project is undertaken that will present a new significant impact; or 3) there is new information available that was not previously available relating to new or previously identified significant impacts; and

WHEREAS, since the current project proposal further refines what was originally reviewed in the 2015 EIR, and since no new significant impacts were found, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for the current project; and

WHEREAS, pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals requested or required in conjunction with a project be consolidated. The findings and decisions for each approval must be considered individually; and

WHEREAS, according to PMC section 18.28.060, a request for modification of an approved use permit shall be treated as a new application. PMC Section 18.16.040 specifies that the following findings must be made before approval of a use permit:

1. Is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;

2. Is not detrimental to the health, safety and general welfare of the City;

3. Will not adversely order development of property within the City;

4. Will not adversely affect the preservation of property values;

5. Is consistent with the general plan and applicable specific plan;

6. Will not create a nuisance or enforcement problem;

7. Will not encourage marginal development within the neighborhood;

8. Will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints; and

9. Is consistent with the City's approved funding priorities; and

WHEREAS, before approving a conditional use permit for a large recycling facility, as indicated in PMC 18.84.560, the deciding body must also find that the proposed use complies with the standards outlined in PMC 18.84.575.C for 'Large Recycling Facilities,' including:

1. The facility is at least 150 feet from property zoned or planned for residential use;

2. The facility must be screened from public view by operating in an enclosed building or behind dense landscaping or fencing;

3. Yards and landscaping requirements must comply with those provided for the zoning district in which the facility is located;

4. All exterior storage of material will be in sturdy containers which are covered, secured and maintained in good condition. Oil storage must be in containers approved by the chief building official and Riverview Fire Protection District. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing or other screening;

5. The site will be maintained free of litter and any other undesirable materials, and will be cleaned of loose debris on a daily basis;

6. Noise levels will not exceed 60 dBA as measured at the property line of residentially zoned property, or otherwise not exceed 70 dBA;

7. If the facility is located within 500 feet of property zoned, planned or occupied for residential use, it will not be in operation between 7:00 p.m. and 7:00 a.m.;

8. Any containers provided for after-hours donation of recyclable materials (newspaper, cardboard, aluminum cans, etc.) will be at least 150 feet from any property zoned, planned or occupied for residential use, and they shall be made of sturdy, rustproof construction. Containers will have sufficient capacity to accommodate materials collected for at least a 24-hour period, and be secure from unauthorized entry or removal of materials;

9. Donation areas will be kept free of litter and any other undesirable material, and the containers will be clearly marked to identify the type of material that may be deposited. The facility will display a notice stating that no material may be left outside the recycling containers;

10. The facility will be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs will meet the standards of the use. Directional signs, bearing no advertising message, may be installed with the approval of the planning director to facilitate traffic circulation or if the facility is not visible from the public right-of-way; and

11. Power-driven processing, including aluminum foil and can compacting, plastic shredding, or other light processing activities, may be used as necessary for efficient temporary storage and shipment of material; and

WHEREAS, pursuant to PMC section 18.36.230, the City Council, upon recommendation of the Planning Commission, may grant design review approval if it finds that:

1. The structure conforms with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

2. The structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

3. The exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

4. The structure is in harmony with proposed developments on land in the general area; and

5. The application conforms with the criteria set forth in any applicable City-

adopted design guidelines; and

WHEREAS, on August 24, 2021, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10173, recommending approval of the 2nd EIR Addendum to the 2015 Final EIR, an amendment to the Mt. Diablo Resource Recovery Park use permit, design review, and a Development Agreement; and

WHEREAS, on or prior to Friday, September 10, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.B, C and D, a "Notice of Public Hearing," for the September 20, 2021, public hearing on this item was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice; and

WHEREAS, on September 20, 2021, the City Council held a duly noticed public hearing to: 1) adopt the 2nd EIR Addendum the 2015 EIR, and approve a use permit amendment and design review; and 2) introduce and waive further reading of an ordinance approving the proposed Development Agreement, at which time oral and/or written testimony was considered.

NOW THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

A. Based on the City Council staff report entitled, "Adoption of a Resolution adopting the 2nd Addendum to the 2015 Final Environmental Impact Report and approving a Use Permit Amendment and Design Review, and Introduction and Waive Further Reading of an Ordinance Approving a Development Agreement for the Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)," dated September 20, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. Since the current project proposal for the MDRRP site further refines what was originally reviewed in the 2015 EIR and does not include any new significant impacts, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for

the current project.

3. The 2nd EIR Addendum to the 2015 EIR for the project was prepared in compliance with Public Resources Code section 21000 et seq. and the City Council has independently reviewed and considered the information contained therein.

Use Permit:

1. The proposed use is in accord with the objectives of the Zoning Ordinance, the purposes of the land use districts in which it is located and is appropriate to the specific location, in that the use is an expansion of an existing use that has operated since 1995 in accordance with the requirements of the existing previously approved use permits and the Solid Waste Facility Permit administered by the City of Pittsburg Local Enforcement Agency (LEA). The proposed expansion and enhancement project will comply with the development standards set forth for the IL-O (Limited Industrial with a Limited Overlay) and IG (General Industrial) Districts.

2. The proposed use will not be detrimental to the health, safety and general welfare of the City, nor will it involve any activities that will be injurious to the City, its residents, or its workforce, if conditions are added to require: 1) the operator obtain from the City of Pittsburg Local Enforcement Agency (LEA) a Solid Waste Permit to allow the proposed operational expansion and enhancements, and 2) all regulations of the PMC and the LEA are adhered to throughout the life of the facility.

3. The proposed use will not adversely affect the orderly development of property within the City, in that the operational expansion and enhancements will continue the existing context of industrial uses in the area north of the Pittsburg-Antioch Highway.

4. The proposed use will not adversely affect the preservation of property values, in that the proposed operational expansion and enhancements will utilize properties that have been vacated by previous industrial activities.

5. The proposed use is consistent with the General Plan, in that the expansion and enhancements meet the intent of the Industrial land use designation in accordance with General Plan (page 2-20).

6. If the use complies with all provisions of the PMC and the conditions of this resolution, and the operator obtains a Solid Waste Permit administered by the City of Pittsburg LEA, then the proposed use will not create a nuisance or enforcement problem.

7. The proposed use will not encourage marginal development within the neighborhood in that the use consists of enhancements to the existing facility and utilizes vacant parcels from previous industrial uses.

8. The proposed use will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints, in that the use is private and does not require any additional public services and shall be required to operate in conformance with the standards outlined in PMC 18.84.575.C for Large Recycling Facilities.

9. The proposed use is consistent with the City's approved funding priorities, in that there are no public funds involved with the project.

Large Recycling Facility Findings:

1. The recycling facility will be screened from public view by operating in an enclosed building or behind dense landscaping or fencing.

2. Yards and landscaping requirements will comply with those provided for the zoning district in which the facility is located, in that the application proposes to install and maintain a minimum ten percent of the site as landscaped area.

3. All exterior storage of material will be in sturdy containers or containment areas that are covered, secured, and maintained in good condition. Oil storage containers will be subject to approval by the Chief Building Official and Contra Costa County Fire Protection District. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing or other screening.

4. As required by a condition of approval, the site will be maintained free of litter and any other undesirable materials and will be cleaned of loose debris on a daily basis.

5. As required by a condition of approval, noise levels will not exceed 70 dBA as measured at the property line.

6. The facility will not be located within 500 feet of property zoned, planned or occupied for residential use.

7. There will be no designated outdoor donation areas for recyclable materials. The facility will display or provide notice to customers stating that no material may be left outside the designated recycling areas.

8. The facility will be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs will meet the standards of the use. Directional signs, bearing no advertising message will be installed/maintained subject to approval by the Planning Division.

Design Review

1. Will conform with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed design of all new construction will be consistent with the surrounding industrial development and the existing on-site transfer processing facility building.

2. The inclusion of additional landscaping along Loveridge Road will ensure that the project conforms to the good taste, good design and in general will contribute to the character and image of the City as a place of beauty, taste and high quality.

3. The new buildings will not be subject to exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable.

4. The exterior design and appearance of all new construction on site will not be of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value in that the proposed design of the facilities, are consistent with the surrounding industrial development.

5. The project conforms to the applicable criteria set forth in the City's adopted Design Review Guidelines (Planning Commission Resolution No. 8927).

B. The City Council Staff Report entitled," Adoption of a Resolution adopting the 2nd Addendum to the 2015 Final Environmental Impact Report and approving a Use Permit Amendment and Design Review, and Introduction and Waive Further Reading of an Ordinance Approving a Development Agreement for the Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)," dated September 20, 2021 is referenced hereto as additional support for findings.

Section 2. Decision

Based on the findings and the authority set forth above, the City Council hereby takes the following actions:

A. Approves the 2nd EIR Addendum to the 2015 Final Environmental Impact report

(FEIR) as shown in Exhibit A of this Resolution;

B. Approves an amendment to the use permit and design review for the Mt. Diablo Resource Recovery Park Enhancements Project Master Plan, subject to the conditions listed below. The conditions listed shall take the place of all prior conditions adopted through Planning Commission Resolutions No. 10109.

Planning Conditions:

1. References to Project Plan. The approved improvements to the existing use shall be constructed and installed in accordance with the Conditional Use Permit Package dated February 2, 2021, and as presented to the Planning Commission in the staff report, except as may be modified by the conditions below. Construction and installation of the approved use in a manner inconsistent with this use permit shall be grounds for revocation of the use permit.

2. Permitted Capacity. The Mt Diablo Resource Recovery Park shall not receive more than five thousand, five hundred (5,500) tons per day of municipal solid waste, recyclables, organic material, and construction and demolition material for processing. In case of a state emergency or local emergency the MDRRP may receive a higher amount of tonnage if requested by the applicant and granted by the LEA under section 17210 of the California Code of Regulations.

3. LEA Solid Waste Permit. The operator of Mt Diablo Resource Recovery Park shall obtain from the City of Pittsburg Local Enforcement Agency (LEA) a Solid Waste Permit to allow the proposed operational expansion and enhancements.

4. Applicable City and LEA Regulations. All regulations of the PMC and the LEA are adhered to throughout the life of the facility.

5. Waste Diversion Mandates & Indemnification. The MDRRP shall be operated in a manner reasonably calculated to ensure that the City achieves the waste diversion mandates of the California Integrated Waste Management Act (the Waste Act) or other applicable law, so long as the City's waste is processed at the MDRRP. For all matters within the City's jurisdiction, the City may request that MDRRP modify its operation in a manner reasonably calculated to ensure that the City achieves the waste diversion mandates of the Act, or other applicable law, and the applicant shall work cooperatively with the City to implement such modifications or a reasonable alternative, taking into consideration practical, financial, and legal limitations, including potential conflicts with requirements from other governing agencies having jurisdiction. If the applicant fails to work with the City on implementing reasonable modifications described in this

section and fines or other penalties are assessed for the City's failure to meet waste diversion goals, then such fines or penalties shall be borne by the applicant, and the applicant shall defend, indemnify and hold the City harmless for any loss, claim or action arising from or in any way connected with such failure to comply with City directives to the extent that the imposition of same is determined to be the fault of the applicant. In compliance with Public Resources Code Section 50001(a)(2), the proposed expansion is designed to recover for reuse or recycling at least five percent (5%) of the total volume of material received by the facility and is identified in the applicable integrated waste management plan. Nothing in this condition shall prevent the City from establishing additional requirements regarding waste diversion in an authorization issued under Chapter 8.05 of the Municipal Code.

6. Monitoring & Reporting for City. The applicant shall monitor and provide the City Manager or their designee with regular accounting of the origin and quantity of all solid waste and recyclables received by, processed through, and transferred by the MDRRP for disposal or recycling. This accounting shall be in a form satisfactory to the City Manager, and at such times and intervals as he or she specifies and shall be on a jurisdiction-by-jurisdiction basis. The accounting shall be in addition to any applicable requirements of the state for monitoring and demonstrating compliance with state mandates related to solid waste and recycling. Copies of any reports supplied by MDRRP to other agencies shall be contemporaneously provided to the City Manager.

7. Compliance with PMC. The MDRRP shall comply with all applicable requirements of the Pittsburg Municipal Code. The City and applicant recognize and agree that the City's ability to exercise its police power as described in this condition is an integral basis for the City's approval of this project, and that the reservation of the City's right to consider and adopt legislation concerning a recycling facility and transfer station is necessary in order for the City to make the determination that approval of this use permit is consistent with the findings required by PMC section 18.16.040, as fully set forth in this resolution. Further, all site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers) and Chapter 15.88 (Grading, Erosion and Sediment Control) of the PMC as determined by the City Engineer or designee. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval.

8. Compliance with Conditions & Grounds for Revocation. The applicant shall allow City staff and the LEA to conduct reasonable inspections of the property and applicant's operation of the MDRRP to ensure compliance with the conditions of approval. Operation of the use in a manner inconsistent with that described in the report, violation of a zoning

regulation or condition of this resolution, existence of a public nuisance, or conviction of a federal or state law or city ordinance in connection with the operation of the use shall be grounds for revocation of the use permit in accordance with the process outlined in PMC section 18.28.100.

9. Other Agency Requirements. Permits shall be obtained from each agency having jurisdiction over the project to the extent required by law, including but not limited to the City of Pittsburg LEA, the Bay Area Air Quality Management District, the Contra Costa County Fire Protection District, California Regional Water Quality Control Board, and the Department of Resources Recycling and Recovery (CalRecycle).

10. Site Maintenance. The site shall be maintained in a neat and clean manner and all landscaping on site shall be kept weed free and maintained in a healthy condition. The applicant shall be responsible for picking up all litter and waste material daily within any public right-of-way within two thousand (2,000) feet of the property boundaries; to the City limits to the east of the project; and to Columbia Street to the west of the project. If the City Manager determines in their sole discretion that the operator's litter control efforts are not adequate to meet City requirements, then the City Manager may require the applicant or operator to submit a litter control plan and direct what changes are necessary in order to improve its effectiveness. The applicant and/or operator shall ensure that any items dumped along the Loveridge Road street frontage are removed at the beginning and end of each business day.

11. Signage. No signage is approved under this resolution other than wayfinding safety, or signage exempt from review under PMC Title 19. The applicant shall submit all signs for the MDRRP to the Planning Division for review and approval in accordance with PMC Title 19. Additionally, the applicant shall submit signs to the LEA to ensure compliance with state minimum standards for solid waste facilities. The applicant shall determine, in consultation with LEA staff, which signs require LEA approval.

12. Bicycle Parking. The applicant shall provide permanent, fixed bicycle parking for at least nine (9) bicycles on-site in a location providing convenient access and natural surveillance. The design, color, and proposed location of the racks shall be reviewed and approved by Planning Division staff prior to issuance of a building permit.

13. Material Transfers. Transfer of solid waste and recyclables shall be to permitted landfills and recycling receivers.

14. Covered Loads. All self-haulers (general public) and garbage collection trucks entering, and all transfer/packer trucks exiting the MDRRP site shall be covered or enclosed to prevent or minimize litter and waste material

from escaping during transport.

15. Covered Loads Notification. Self-haulers (general public) that enter the MDRRP without trash or waste material adequately covered shall be informed by the applicant of the requirement that trucks be covered (see Condition No. 12). The applicant shall be responsible for cleaning up litter from self-haulers. The applicant shall provide notice to the public of the cover requirements in a manner satisfactory to the City Manager.

16. Noise. The MDRRP shall not generate noise in excess of 70 dBA at the property line as required by Pittsburg Municipal Code Chapter 18.84.

17. Hazardous Wastes. The applicant is prohibited from receiving hazardous wastes or engaging in activities which would generate hazardous wastes at the MDRRP. “Receiving Hazardous Waste” does not mean hazardous material that inadvertently is unloaded at the facility (e.g. household material in mixed residential solid waste). The applicant is prohibited from handling hazardous waste substances in sufficient quantities at any one time as to require a permit under the Uniform Fire Code.

18. Peak Hour Travel. The applicant shall apply peak hour travel restrictions to all transfer trucks and to other vehicles that are under the direct control of or under contract with the MDRRP or any subsidiary (e.g. collection trucks) so that trucks will avoid the most congested freeway locations. Currently these congested freeway locations include some sections of SR-4, segments of I-680, the SR 24/680 interchange, and the I-580/I-680 interchange.

19. Traffic Plan. The applicant shall develop, or update an existing, Traffic Management Plan (the “Traffic Plan”) to control the time of day that project trucks will use SR-4 and other freeways. The Traffic Plan shall be developed to respond to the freeway traffic conditions that exist at the time the SEG Trucking maintenance facility opens and shall be reevaluated at periodic intervals in response to changing patterns of traffic congestion. The new Traffic Plan shall be prepared, submitted and approved before issuance of a certificate of occupancy for the SEG Trucking maintenance facility and shall be updated at six-month intervals. The Traffic Plan shall document the time periods, roadway segments and direction of travel where transfer trucks will be restricted. The restrictions shall apply to both entering and exiting traffic. The Traffic Plan shall be reviewed and approved by the City Engineer with the advice and recommendation of the LEA, as may be appropriate, prior to beginning operation of the SEG Trucking maintenance facility. Traffic Plan updates shall be submitted to the City Engineer and LEA, and shall be reviewed as described in this condition.

20. Traffic Plan Adjustments. As part of the ongoing Traffic Plan required by Condition No. 21, operating conditions at the Loveridge Road/SR-4 interchange merge areas shall be monitored by the applicant during a.m. peak hour (westbound on-ramp) and during p.m. peak hour (east bound onramp). If operating conditions at either of the merge areas are at LOS F and the addition of MDRRP traffic increases the v/c ratio by more than 0.01, then as part of the ongoing Traffic Plan, traffic patterns at the MDRRP shall be adjusted satisfactory to the City Engineer and LEA to reduce the project's traffic impact below a v/c ratio increase of 0.01 as necessary. Adjustments may include, for example, changes in the hours during which collection and recycling trucks may leave the facility during the a.m. and p.m. peak periods.

21. Location of Transfer Operation. The transfer operation shall be operated in a closed building to reduce exposure of waste to the atmosphere and potential odor impacts.

22. Site Fencing. The MDRRP shall be surrounded by a security fence to capture any litter carried by the wind.

23. Cool Roofs. All building rooftops shall be painted white (behind parapets) to ensure a cool roof effect.

24. Tipping Floor Maintenance. The tipping floor and processing areas shall be cleaned every twenty-four (24) hours.

25. Refuse Exposure/Storage. No refuse shall remain exposed to the atmosphere for longer than twenty-four (24) hours. Any materials stored at the MDRRP for longer than twenty-four (24) hours shall be stored inside transfer trucks under a tarp or cover. In no event shall disposable, non-recoverable solid waste be stored on site for over forty-eight (48) hours.

26. Organic Food Refuse Exposure/Storage. No organic food refuse shall remain exposed to the atmosphere for longer than twenty-four (24) hours. Any organic food materials stored at the MDRRP for longer than twenty-four (24) hours shall be stored inside transfer trucks under a tarp or cover. In no event shall disposable, non-recoverable organic food waste be stored on site for over twenty-four (24) hours.

27. Refuse Contact Areas. Refuse shall not become retained or trapped in corners, cracks or other irregularities within the transfer processing facility building. All surfaces that come into contact with refuse shall be designed to be easily cleaned.

28. Building Interior Drainage. The drainage and waste handling systems shall be designed so that no standing water can collect in the refuse handling

areas.

29. Construction Safety Plan. In accordance with the regulations provided in Title 29 of the Code of Federal Regulations (the CFR), Part 1910.120 and Title 18 of the California Code of Regulations (the “CCR”), Section 5192, the Applicant shall develop, prepare and implement the Construction Worker Site Health and Safety Plan (the “Construction Safety Plan”) for construction workers prior to project construction. The Construction Safety Plan shall include but not be limited to identification of areas of known contaminant releases, types of contaminants, and safety procedures for work in those areas; procedures to be undertaken in the event that unknown contamination is discovered; procedures and personnel responsible for managing contaminated soils and/or groundwater, and emergency procedures and responsible personnel. The Construction Safety Plan shall be prepared and signed by a certified industrial hygienist and shall be included with the applicant’s building permit application. Individuals who are to perform work in areas where exposure to contaminated materials may occur must have received hazardous materials training in accordance with federal and state regulations. The applicant shall ensure that all contractors on the project comply with the Construction Safety Plan and develop hazardous waste management techniques, protocols and/or methodologies for handling potentially hazardous materials that may be used during project construction. The plan shall specify types, quantities, containment, temporary storage areas, and emergency spill response procedures and shall be approved by the County Fire District prior to project construction, as part of the standard building inspection, review and permit process.

30. Soil Sampling Investigations. In areas of the project site where no soil quality data is available, or data is insufficient to describe the potential health risks associated with excavation and handling of soil, a soil sampling investigation shall be developed and implemented for the excavation and grading areas. The investigation shall be conducted by a qualified environmental professional to assess whether areas proposed to be excavated or graded contain concentrations that may pose a health risk to construction workers or require special handling during construction activities. Existing soil quality data shall be used, where available, to delineate the extent of contamination levels and the expected contaminant levels. The work shall be completed prior to construction and the results shall be included in the Construction Safety Plan. Development and implementation of the soil quality sampling program shall be integrated with the soil quality management required by with the Construction Safety Plan. The City Engineer shall verify that the soil quality sampling program has been completed prior to the issuance of a grading permit.

31. Asbestos-Containing Floors. The applicant shall post signs, as specified

by the Safe Water Drinking and Toxic Enforcement Act of 1986 (California Health and Safety Code Sections 25249.5, et seq., and Title 22 of the CCR, Sections 12000, et seq.) warning workers of the hazards of disturbing, handling, drilling, and/or breaking the asbestos-containing floor tiles in the conference room of the transfer facility. In addition, the tiles shall be inspected annually by personnel trained in asbestos inspection. In the alternative, the applicant may have the tiles encapsulated, or removed by a licensed asbestos abatement contractor.

32. Ongoing Soil Remediation. Construction and operation of the proposed MDRRP shall not interfere with any investigation, monitoring, and remediation of soils and/or groundwater at the project site. All building plans for proposed improvements shall identify the location of existing and known proposed areas of environmental investigation, monitoring, and/or remediation, including the location of existing and known proposed monitoring and extractions wells, subsurface and above ground piping, and associated treatment and storage tasks. All building plans shall be reviewed by the City to ensure that Applicant's proposed improvements will continue to allow access to these areas and not impede remediation of the Project Site.

33. Exclusion Program. Only non-hazardous waste shall be accepted at the MDRRP. The MDRRP may receive hazardous waste managed under the Alternative Management Standard, a variance, or a certification (i.e. Certified Appliance Recycler) granted by the Department of Toxic Substances Control (DTSC) as well as Universal Waste materials as allowed with approval by the LEA. To ensure compliance with this condition, the applicant shall prepare, or update an existing, Hazardous Waste Exclusion Program (the "Exclusion Program") in accordance with Title 23 of the CCR, Section 2523(b) and maintain a policy of excluding hazardous waste from the MDRRP. The Exclusion Program previously submitted by the applicant shall be revised to state that no waste classified as "designated" or "hazardous" under applicable law will be accepted at the MDRRP and shall include a schedule for implementing the proposed training load checking programs. The LEA shall review and approve the updated Exclusion Program as part of the Solid Waste Facilities Permit review process and shall specify what waste shall be excluded.

34. Hazardous Materials Plan. Management of hazardous materials used or inadvertently received at the MDRRP shall be documented consistent with Division 20, Chapter 6.95 of the Health and Safety Code (commencing with Section 25500) and subdivision (b) and (c) of section 80.103 of the Uniform Fire Code. Chapter 6.95 of the Health and Safety Code, titled "Hazardous Materials Release Response Plans and Inventory," requires the preparation of area plans and business plans. Section 80.103 of the

Uniform Fire Code requires the preparation of hazardous Material Management Plans and Hazardous Materials Inventory Statements to ensure compliance with state operating regulations. These plans shall contain among other things; a complete description of personal protective equipment; procedures for handling, packing and disposing of hazardous waste found in mixed wastes inadvertently brought to the MDRRP; the maximum volume to be stored at any one time; and shall specify procedures for the proper segregation of incompatible wastes. Hazardous waste shall be stored in appropriate containers in compliance with all local, state and federal regulations and kept in an area separate from any hazardous materials used by the MDRRP in its operation or construction. These plans shall be submitted to the City, the Contra Costa County Health Services Department, and the County Fire District prior to the issuance of an expansion permit. The LEA shall ensure that these plans have been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any.

35. Fire Suppression Systems. The applicant shall install and maintain an automatic fire sensing, suppression and alarm system at the MDRRP in accordance with recommendations from the Contra Costa County Fire District and the State Fire Marshal prior to the occupancy of any new building.

36. Emergency Response Plan. The applicant shall prepare and maintain an Emergency Response Plan (the “ER Plan”) as part of the Business Plan as required by the state Hazardous Material Release Response and Inventory Program (Health & Safety Code Section 25500, et seq.); The ER Plan shall include a detailed description of methods used to identify and control materials susceptible to explosion or combustion; the location, maintenance, and procedures for use of all fire control equipment; identification of responsible and trained fire-fighting personnel; location of fire extinguisher and other fire-fighting equipment and evacuation plans and procedures. The ER Plan shall also specifically address the potential for a power failure during an emergency. Response procedures for the site shall be submitted to and approved by the Contra Costa County Fire Protection District prior to the occupancy of any of the new structures permitted by this use permit. The approved ER Plan shall be submitted to the LEA with the application packet for the updated Solid Waste Facility Permit. The LEA shall ensure the ER Plan has been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any. The ER Plan shall include emergency response procedures in the event of an earthquake and shall take into account the probability that untrained visitors are likely to be present at the MDRRP.

37. Wastewater Storage. All wastewater generated from buildings at the facility that require secondary treatment or discharge to sanitary sewer

shall be collected and contained in storage tanks and/or discharged to sewer. The wastewater collected at the facility (holding tanks and sump) shall be removed using vacuum tank trucks on an as-needed basis. During the expansion, the volume and consistency of the wastewater shall be measured at a regular frequency to determine appropriate measures of future on-site treatment. As part of the Solid Waste Facility Permit update application, the appropriateness and feasibility of recycling or on-site treatment will be evaluated at that time. Any discharge of wastewater to the sewer shall be in compliance with the requirements and restriction specified by Delta Diablo. Procedures for wastewater management at the facility shall be included in the Hazardous Materials Management Plan (Uniform Fire Coe, Article 80, Section 80.101). The Plan shall be updated to address any changes in operational and safety procedures related to future changes in wastewater management.

38. OSHA. The applicant shall comply with all state and federal occupational safety and health acts ("OSHA") including but not limited to developing a procedure for protecting workers who handle and/or sort sharp materials; requiring workers to wear protective gloves; training workers to identify and safely remove sharp objects and dispose of used hypodermic needles or other inadvertently deposited medical wastes. These procedures shall be included in the Transfer/Processing Report that applicant will submit to the LEA.

39. Relationship to Other Emergency Response Plans. Neighboring industrial facilities which treat, store, or dispose of hazardous materials are required to develop emergency response plans (the "ER" Plan) for release incidents. The Project's ER Plan shall acknowledge and include a description of the ER Plan's consistency, to the extent possible, with risk management and prevention programs and evacuation plans of nearby industries. The approved ER Plan shall be submitted to the LEA as part of the Solid Waste Facility Permit update application packet. The LEA shall ensure the ER Plan has been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any.

40. Vector Control. The applicant shall implement a program to monitor the development of any vector problems, including the eradication of pests if needed. The applicant shall, at minimum, institute the following measures to control vectors at the MDRRP:

    a) Regular cleaning and maintenance procedures including sweeping of the yard and tipping areas;

    b) Handle solid waste materials inside the building, rather than outdoors;

    c) Transport all waste for disposal no more than forty-eight (48) hours

after it is brought to the MDRRP;

d) Transport yard waste and organics to composting operations or organics processing facilities within forty-eight (48) hours, or up to 7 days if granted by the LEA under section 7852(a)(10)(A)(2) of the California Code of Regulations, or sent to an on-site energy production facility including but not limited to an on-site gasification unit or anaerobic digestor;
e) Implement a load covering policy and program for hauling vehicles leaving the MDRRP; and

f) Regular cleaning of MDRRP organic handling equipment and trucks by applicant.

41. Contaminated Soils. Any excavated contaminated soil shall be removed from the project site and transported to a qualified disposal site; however, contaminated material shall not be transported to the Keller Canyon Landfill or to any facility that will use it as a daily cover.

42. Grading. If possible and as directed by the City Engineer, all grading shall be conducted between April 15 and October 15 to minimize silt runoff to the nearby channels located on the boundaries of the project site. If grading is to be conducted during the rainy season, silt control measures described in the SWPPPs shall include, but not be limited to, creation of silt barriers (e.g. hay bales, silt fences) on the southern and/or western property boundary.

43. Frequency of Plan Updates. The City Manager, or their designee, may require the applicant to update a plan or study required under any condition of approval in this resolution more frequently than otherwise called for herein, as conditions may warrant in such official's judgement.

44. Study Costs. Any and all studies described herein or are otherwise necessary due to construction or operation of the MDRRP shall be at the applicant's sole expense.

45. Recycling Programs. Upon the City's request, the MDRRP shall provide recycling programs, such as (without limitation) mixed paper and yard waste diversion programs (as used hereafter in this condition "Programs") that are consistent with and assist in the implementation of the City of Pittsburg's Source Reduction and Recycling Element ("SRRE"). If the applicant demonstrates to the City's satisfaction that implementation of requested Programs is infeasible at the MDRRP, due to such factors as cost or suitability of the facility, the applicant shall work cooperatively with the City to develop other Programs that are feasible and will ensure that the City mandates its compliance with the Act. Any costs associated with

amending the City's SRRE to reflect necessary Program changes shall be paid by the applicant and the cost shall not be passed on the City garbage subscribers or individuals or agencies using the MDRRP.

46. Hours of Operation. The hours of operation for receipt of refuse/waste from the public shall be daily from 7:00am to 6:00pm, unless otherwise granted by the LEA or Solid Waste Facility Permit. Public visitation shall be limited to Monday through Saturday from 8:00 a.m. to 5:00 p.m.

47. Deferred Improvements. The owner shall enter into a deferred improvement agreement with the City to construct frontage improvements for the Developer's pro-rata share of the ultimate roadway design for Loveridge Road. As part of the agreement, the owner shall post a bond, a letter of credit, a certificate of deposit or some other form of financial responsibility agreed upon by the City for the cost of the improvements. Frontage improvements shall include construction of storm drain facilities, curb, gutter, and sidewalk, and undergrounding of utilities.

48. Loveridge Road Maintenance. The applicant shall enter into a Memorandum of Understanding or other agreement instrument to pay a pro-rata share fee for reconstruction and ongoing maintenance for Loveridge Road. The costs of reconstruction of the roadway and ongoing maintenance costs shall be determined through a City-sponsored study and shall be based on truck trips attributed to the business, or other measurement deemed mutually acceptable by the applicant and the City.

49. Sanitary Sewer Capacity. The applicant shall provide proper sanitary sewer capacity to accommodate the project's wastewater demand.

50. Standard Conditions of Development. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development, and this Resolution, this Resolution shall prevail.

General Engineering Conditions

51. Grading. All grading work shall be done in accordance with provisions of Chapter 15.88 of the Pittsburg Municipal Code.

52. Traffic Control Plans. The applicant shall comply with City and State guidelines and requirements for traffic control during construction and prior to final project acceptance.

53. Business License Requirements. The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to

comply with all pertinent requirements of the City of Pittsburg Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.

54. Portable Restrooms. Adequate sanitary disposal facilities shall be required on site during all phases of construction.

55. Construction Debris. The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties is not permitted.

56. Dust Control. The applicant shall control dust during construction by water application. At minimum, active construction areas shall have to be watered at least twice daily pursuant to requirements of a site-specific Soil Management Plan (SMP) required by the restrictive land use covenant (LUC) that applies to the project site. Non-potable water shall be used from a source approved by the City Engineer (PMC, Title 15), or a nontoxic dust palliative may also be used. To prevent an increase in the potential to emit dust following grading, the project design includes stabilizing disturbed areas as soon as practical as described in Section 2.3.5. Crushed rock shall be used on perimeter and intermediate access roads and the area surrounding the substation. Areas that are not graveled or occupied by foundations shall be stabilized by re-vegetation, application of a non-toxic soil binder, or other means of stabilization.

57. Diesel Equipment. The applicant shall comply with the following requirements of Title 13 of the California Code of Regulations (CCR) for diesel-fueled construction equipment to ensure that emission levels during project construction do not conflict with or obstruct implementation of BAAQMD's air quality plans:

    a) Individual diesel truck idling in excess of five consecutive minutes shall be prohibited consistent with Title 13 CCR.

    b) Diesel-power construction equipment shall use renewable fuel or low-sulfur diesel fuel pursuant to requirements of Title 13 of the CCR.

58. Grading. Any earth moving activity at the site shall be performed in accordance with the Soil Management Plan (SMP) and Health and Safety Plan (HSP) (USS-Posco and DTSC, 2010).

59. CCCFPD Precautions. In accordance with the Contra Costa County Fire Protection District (CCCFPD) requirements, the following precautions shall be instituted by the operator of the facility, unless otherwise determined by the CCCFPD:

a) CCCFPD approved means of monitoring and measuring the temperatures within static piles shall be used to monitor and record internal pile temperatures and be made available for inspection by the CCCFPD;

b) Portable fire extinguishers shall be provided on all vehicles and processing equipment;

c) The operator shall provide for the availability of material handling equipment during any firefighting operations at the project site;

d) No flammable or combustible liquid storage tanks shall be stored on the site without approval and issuance of required permits from the CCCFPD;

e) The operator of the C&D facility shall develop a plan for monitoring, controlling and extinguishing spot fires, subject to CCCFPD review and approval; and

f) Smoking shall not be permitted in spaces where flammable C&D materials are stored or handled.

60. Outdoor Storage Prohibited. The storage of material or items on any portion of the site that is located within 200 feet of a public street shall occur within a building or a fully enclosed structure upon the completion of Phases 2 and 3 of the MDRRP Master Plan, and as required by *Industrial-Service processor* use limitation L-154.

61. Landscape Coverage. Additional landscape areas shall be provided throughout the site, except where prohibited, in order to achieve the ten percent (10%) minimum site landscaping requirement of the lG zoning district development standards. Areas with the potential for additional landscaping include widening the approved landscape area along Loveridge Road; the southeastern corner of the site (adjacent to the GWF facility}; and the northern pointed corner of the parcel. Prior to the issuance of a site development permit or building permit, final landscape plans, showing the amount of area to be landscaped as a percentage, shall be submitted for review and approval by the Planning Division.

62. Emergency Vehicle Access. Prior to the issuance of a site development or building permit, the site plans shall be revised to include adequate emergency apparatus access roadways with all- weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13 feet, six (6) inches of vertical clearance to within 150 feet of travel distance to all portions the structure. Access roadways shall have a minimum outside

turning radius of 45 feet, and an inside turning radius of 25 feet, and must be capable of supporting the imposed loads of fire apparatus, i.e. 37 tons, as required by the CCCFPD.

63. Emergency Access Gates. Prior to the issuance of site improvement plans, the plans must identify access gates (for Fire District apparatus) with a minimum width of 20 feet. Access gates shall swing inward and be setback from the public right-of-way by a minimum of 30 feet. Electrically operated gates shall be equipped with a Knox Company key- operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock.

64. On-site Emergency Circulation. C&D materials and green waste piles shall be separated from adjacent piles by fire apparatus access roadways with a minimum width of 20 feet. Piles shall not exceed 25 feet in height, 150 feet in width, and 250 feet in length, or as otherwise determined by the CCCFPD.

65. Hydrants. The applicant shall provide two fire hydrants for the project, and hydrant locations, as determined by the CCCFPD. Fire hydrants provided on the site must be the "East Bay" type.

66. Site Address Numbers. Premise address identification shall be provided prior to the issuance of a certificate of occupancy. Such numbers shall contrast with their background and be a minimum of four inches high or larger as required to be readily visible from the street.

67. Planting. Plants installed for project landscaping shall be low-maintenance drought-tolerant varieties, requiring minimal use of pesticides to minimize potential impacts on foraging birds, in accordance with Landscaping Requirements set forth in PMC Section 18.34.300-325.

General Engineering and Construction

Engineering fees due payable prior to the first building plan review and at the time of Grading or Site Development Permit issuance:

68. Grading/Improvement Plan Review Fees. The applicant shall pay one half of the Engineering Grading and/or Improvement Plan Review Fee with the initial submittal of plans, maps, or other documents for plan review. The Plan Check Fees are based upon the Engineer's Estimate, which shall also be provided at the time the plans are submitted. The Improvement Plan Check fees are 7% of the cost of the improvements based upon the approved Engineer's Estimate. The Grading Plan Check Fee is 2.5% of the Engineer's Estimate, or may be based upon cubic yards of grading. The deposit(s) shall be credited toward the final fee(s) as determined at engineering permit issuance based upon the final, approved Engineer's

Estimate. The deposit shall be paid to the Engineering Division.

69. Inspection Fees. The applicant shall pay the Improvement and/or Grading Inspection Fee(s) to the Engineering Division at the time of the Grading or Single Parcel Development Permit is issued. The current Improvement Inspection Fee is 6.75% of the cost of grading, and the Grading Inspection Fee is 3% of the cost of Grading. The Grading Inspection Fee may also be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges.

70. GIS Update. The applicant shall pay $110 plus $0.65 per square foot of newly constructed building to the Engineering Division at the time of Single Parcel Development Permit issuance.

71. NPDES Plan Review Fees. The applicant shall pay an NPDES Plan Review (SWPPP and/or C.3 Storm Water Control Plan) fee to the Engineering Division in the amounts in effect when the applicant obtains a grading permit. The applicant understands that the current NPDES plan review fee on file, effective September 1, 2010, shall be paid in accordance to the fee schedule approved by Resolution No. 10-11510, a copy of which is available at the City.

72. NPDES Inspection Fees. The applicant shall pay an NPDES Inspection Deposit (SWPPP and/or C.3 Storm Water Control Plan) fee to the Engineering Division in the amounts in effect when the applicant obtains a grading permit. The applicant understands that the current NPDES plan review fee on file, effective September 1, 2010, shall be paid in accordance to the fee schedule approved by Resolution No. 10-11510, a copy of which is available at the City.

<u>Engineering Fees due payable prior to Issuance of the building permit for any building plan permitted by this use permit.</u>

73. Facility Reserve Charge. The applicant shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Division, for water and sewer service in the amounts in effect when the applicant obtains a building permit. The applicant understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Division prior to the issuance of a building permit.

74. Local Traffic Mitigation Fees. The applicant shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount

in effect when the applicant obtains a building permit. The applicant understands that the LTMF currently on file is $1.51/sf. The applicant further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City. Fees shall be paid prior to issuance of a building permit.

75. Regional Traffic Mitigation Fees. The applicant shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102) (the "RTDIM") amount in effect when the applicant obtains a building permit.

    The applicant understands that the RTDIM currently on file is $1.47/sf. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a building permit. If no building permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.102.040.

76. Standard Engineering Submittals. The applicant shall submit five (5) copies of the engineering plans, prepared by a registered civil engineer, to include but not be limited to the following:

    a) A Site Plan

    b) A Grading and Drainage Plan

    c) A Utilities Plan

    d) A Landscaping and Irrigation Plan

    e) A Stormwater Control Plan and Report

    f) An Erosion and Sedimentation Control Plan

77. Geotechnical Report. The applicant shall submit a current geotechnical report that substantiates the design features incorporated into this project including, but not limited to, grading activities, compaction requirements,

utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be submitted to the Engineering Department for review prior to the approval of any civil plans and issuance of any Engineering permits.

78. Engineers Estimate. The applicant shall submit an Engineer's Estimate with the first plans submittal. This estimate shall include all costs associated with the site development improvements, excluding those costs associated with the construction of the building structure itself.

79. Accessibility. All public and pedestrian facilities shall be designed in accordance with Title 24, Handicap Access, and the California Department of State Architect's standards for accessibility compliance.

80. Phased Improvements. To ensure safety of customers and operations personnel, the proposed access road to the SEG Trucking facility shall not be constructed until the Organic Processing Operations Area is relocated. Developer to provide an interim access road until such time the relocation occurs.

General NPDES Conditions:

81. SWPPP/Erosion Control Plan. The applicant shall submit an Erosion and Sedimentation Control Plan, or Stormwater Pollution Prevention Plan (if the project warrants a State General Construction Permit) to the Engineering Department. The erosion control / SWPPP shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site during the construction phase of the project to effectively prohibit the entry of pollutants into storm water runoff and project track out.

82. Stormwater Control Plan. Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan to meet C.3 obligations. The plans shall include drawings and specifications necessary to implement the permanent BMPs designed in the approved Stormwater Control Plan. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering Division.

83. Construction Methods. Grading and/or building permit plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design featured, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.

84. Stormwater BMP Operation and Maintenance Plan. Prior to final

inspection approvals by the Engineering Department, the applicant shall submit a Stormwater BMP Operation and Maintenance Plan for review and approval by the Engineering, Planning, and Public Works Departments. Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans can be found on the Contra Costa Clean Water Program's website: www.cccleanwater.org.

85. Stormwater BMP Operation and Maintenance Plan (Final). Prior to the issuance of the Certificate of Occupancy, the applicant shall submit the final draft of the Stormwater BMP Operation and Maintenance Plan for review and approval by the Engineering Department. The applicant shall also execute the Operations and Maintenance Agreement, which pertain to the transfer of ownership and / or long-term maintenance of stormwater treatment BMPs or hydrograph modification BMPs. The Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are found on the Contra Costa County Clean Water Program website (www.cccleanwater.org) or the Stormwater C.3 Guidebook, most current edition.

General Engineering Conditions Regarding Utilities:

86. Existing Facility Evaluation. The applicant shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities shall be borne by the applicant.

87. Compliance with PMC. The design and construction of storm drain, water, and sewer facilities shall be in accordance with Section 17.28.020 of the Pittsburg Municipal Code.

88. Water Demands for Fire. The applicant shall provide appropriate water service, adequately sized to meet the domestic and fire protection demands for the project.

89. Sanitary Sewer Sizing. The applicant shall provide appropriate sanitary sewer, adequately sized to accommodate the project's wastewater demand.

90. Abandon Waterlines. The applicant shall abandon the existing 6" and 10" water lines that cross Kirker Creek by capping the services at the property line.

91. Police CFD. Prior to issuance of any building permits, the applicant shall deliver written approval to the Engineering Division to annex the subject property into the Community Facilities District CFD 2005-1, which provides

funding for an increase of police coverage in the area. The rate of the CFD fee is subject to the City Council Ordinance No 05-1246.

92. Fire CFD. Prior to the issuance of any building permits, the applicant shall deliver written approval to the Engineering Division to annex the subject property into Community Facilities District CFD 2017-1, which provides funding for expanded fire facilities and fire emergency services. The rate of the CFD is subject to City Council Ordinance No 17-1428.

93. Kirker Creek Watershed Drainage Fees. The applicant shall pay a fee of $0.68 per square feet for increases in the area of impervious surfaces created for the project per Municipal Code Chapter 15.104.

Mitigation Measures (Air Quality)

94. MM-AIR-3.1.1 (a): The proposed project shall implement BAAQMD recommended best management practices for the control of fugitive dust including, but not limited to, the following:

a) All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved areas of vehicle travel) shall be watered two times per day.

b) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

c) All vehicle speeds on on-site unpaved areas shall be limited to a maximum of 15 miles per hour.

d) All parking areas, equipment pads, and driveways shall be paved as soon as possible. Equipment pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

e) Where applicable, vegetative ground cover (fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible.

f) A publicly visible sign shall be posted at the site entrance identifying the telephone number and name of the person to contact at the construction site regarding dust complaints. The phone number of the City contact person and/or department shall also be posted to ensure compliance. All complaints, including any necessary corrective actions implemented to address the complaint, shall be documented and responded to within 48 hours. The designated City compliance monitoring staff and/or department shall be notified of all complaints received.

95. MM-AIR-3.1.1 (b): The following measures shall be implemented to reduce construction-generated mobile-source emissions:

a) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by Title 13, Section 2485 of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points.

b) All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

c) Heavy-duty (i.e., 25 horsepower or greater) off-road construction equipment shall, at a minimum, meet Tier 3 emission standards.

96. MM-AIR-3.1.2 (a): The project applicant shall demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.

97. MM-AIR-3.1.2 (b): The operator shall provide a report on the throughput tonnage processed at the facility that would result in operational emissions of NO_X at 90 percent of the allowable threshold of 54 pounds per day and 10 tons per year (i.e., 48.6 pounds of NO_X per day or 9 tons of NO_X per year). The report shall be included as a condition of approval of the use permit and shall be completed by a qualified air quality professional within one year of approval of the use permit for the expansion. Project-generated tonnages and estimated emissions based on the report shall be evaluated commencing at the five-year state permit review and each year thereafter as tonnage reports are submitted to the City Department of Environmental Affairs and Development Services Department. Once the throughput tonnages reach the amount determined in the report to result in 48.6 pounds of NO_X daily or 9 or more tons of NO_X annually, the operator shall prepare and submit project-generated emissions reports, as described in mitigation measure MM 3.1.2c.

98. MM-AIR-3.1.2 (c): Once the project receives a tonnage throughput resulting in 90 percent of assumed NO_X emissions (48.6 pounds of NO_X per day or 9 tons of NO_X per year) as indicated by annual tonnage reports submitted to the City's Department of Environmental Affairs and Development Services Department, the operator shall obtain the services of a qualified specialist, approved by the City Development Services Department in conjunction with the Department of Environmental Affairs, to prepare and submit an annual air quality report showing project-generated NO_X emissions. The annual emissions evaluation shall identify

project-generated increases in emissions over those existing at the time of the approval of the use permit, any emission reduction strategies that have been implemented (i.e., use of cleaner equipment, etc.), and any emissions offsets or additional mitigation measures, as described in mitigation measure MM 3.1.2d, that will be implemented sufficient to achieve the threshold of 54 pounds of NO_X per day or 10 tons of NO_X per year. Emissions analyses shall be submitted to the City by April 1 of the following year. Upon the City's approval of the annual air quality report, documentation of any emissions offsets or additional mitigation strategies that have been implemented shall be provided to the City within 30 calendar days.

99. MM-AIR-3.1.2 (d): Based on the information provided in the annual report described in mitigation measure MM 3.1.2c, the proposed project shall implement on-site control measures and/or purchase emissions offsets sufficient to limit net increases (as defined) in operational NO_X emissions to no more than 54 pounds per day or 10 tons of NO_X per year. Measures shall be implemented on an ongoing basis corresponding to increases in operational activities. Measures to be implemented to reduce operational NO_X emissions may include, but are not limited to, the following:

    a) Use of alternatively fueled vehicles and off-road equipment.

    b) Electrification of on-site equipment.

    c) Reduction in the number of pieces of motorized equipment and/or hours of use.

    d) Replacement/conversion of existing off-road equipment sufficient to meet, at a minimum, CARB's Tier 4i emission standards, or equivalent.

    e) Secure emission reduction credits (ERCs) to offset NOX emissions per BAAQMD Regulations 2-2-215, 302, and 303.

Mitigation Measures (Hazards)

100. MM-HAZARDS AND HAZARDOUS MATERIALS-3.3.2 (a): The project applicant shall either update the existing facility's Construction Worker Site Health and Safety Plan or prepare a new plan to include the entire current project site and proposed site preparation and construction activities. The completed plan shall be implemented during all project construction activities. The plan shall address the potential for workers to be exposed to contaminated soils and shall provide specific measures to be implemented to ensure worker health and safety. These measures may include site controls, use of protective clothing, soil watering, hazard awareness training for workers, and/or emergency medical response procedures.

101. MM-HAZARDS AND HAZARDOUS MATERIALS-3.3.2 (b): The project applicant shall comply with all relevant requirements of the *Covenant to Restrict Use of Property, Environmental Restriction (Re: A limited portion of County of Contra Costa APN 073-200-021 UPI Pittsburg Facility Site L-A Property, DTSC site code number 520024), DOC-2010-0132574-00 recorded by the Contra Costa County Clerk-Recorder's office on July 1, 2010.*

Mitigation Measures (Traffic)

102. MM-TRAFFIC-3.7.1 (b): The proposed project shall contribute their fair share to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

    a) Install a second westbound left-turn lane on Pittsburg-Antioch Highway.

    b) Upgrade existing traffic signal equipment to accommodate the changed intersection lane configurations.

103. MM-TRAFFIC-3.7.2: The project applicant shall pay the project's fair share of the cost to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

    a) Install an additional left-turn lane on the westbound Pittsburg-Antioch Highway approach.

    b) Install a dedicated left-turn lane on the northbound Loveridge Road approach.

    c) Convert the existing shared left-turn/through lane on the northbound Loveridge Road approach to be a through-only lane.

    d) Modify signal phasing in the north/south direction from split phase to having protected left-turns.

    e) Upgrade existing traffic signal equipment to accommodate the recommended intersection lane configurations.

Mitigation Measures (Biological Resources)

104. MM-BIOLOGICAL RESOURCES-3.8.1 (a): **Burrowing Owl.** Prior to any ground disturbance, a qualified biologist shall conduct a preconstruction survey for burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the CDFW's Staff Report on

Burrowing Owl Mitigation (Staff Report), published March 7, 2012. Surveys shall take place no more than 30 days prior to construction and will establish the presence or absence of burrowing owl and/or habitat features and evaluate habitat use by owls. During the surveys, all burrows and burrowing owls will be identified and mapped.

If burrowing owls are found during the breeding season (February 1–August 31), the project applicant shall avoid all nest sites for the remainder of the breeding season or while the nest site is occupied by adults or young. Avoidance measures will include establishment of a 250-foot no disturbance buffer zone surrounding the nest burrow. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the non-breeding season (September 1–January 31), the project applicant shall avoid the owls and the burrows they are using through establishment of a 160-foot protective buffer zone surrounding the active burrow.

If avoidance is not possible, passive relocation of occupied burrows shall be implemented outside the breeding season. Owls should be excluded from burrows by installing one-way doors in burrow entrances. These doors should be in place for no less than 48 hours prior to excavation, and the project area shall be monitored daily by a qualified biologist for one week to confirm that the owl has abandoned the burrow.

105. MM-BIOLOGICAL RESOURCES-3.8.1(b): **Swainson's Hawk**. Prior to any ground disturbance that occurs during the nesting season (March 15–September 15), a qualified biologist will conduct a preconstruction survey no more than one month prior to construction to determine if occupied Swainson's hawk nests are present within 1,000 feet of the project site. If occupied nests are documented, project-related activities within 1,000 feet of an occupied nest site shall be prohibited to prevent nest abandonment. Project-related activities can proceed normally if a qualified biologist determines that young have fledged prior to September 15. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size.

Furthermore, if the active nest site is shielded from view and noise from the project site by other development, topography, or other features (including off-site features), the project applicant can apply to the

HCP/NCCP Implementing Entity for a waiver of this avoidance measure. Waivers must also be approved by the USFWS and the CDFW. While the nest is occupied, project-related activities outside the 1,000-foot buffer can take place.

106. MM-BIOLOGICAL RESOURCES-3.8.1(c): **Golden Eagle.** Prior to any ground disturbance that occurs during the nesting season (January 1–August 31), a qualified biologist shall conduct a preconstruction survey not more than one month prior to construction to determine whether active golden eagle nests are present within 0.5 mile of the project site. If active nests are present within 0.5 mile of the project site, project-related activities within 0.5 mile of the nest are prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Project-related disturbance may proceed once a qualified biological monitor determines that the nest has failed or that the young birds have fledged.

107. MM-BIOLOGICAL RESOURCES-3.8.1(e): **Nesting Bird Surveys**. If clearing and/or construction activities will occur during the migratory bird nesting season (February 15–August 15), preconstruction surveys to identify active migratory bird nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, including a 200-foot buffer.

    If active nest sites are identified within 200 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to migratory bird nesting activities. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 100 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 100 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.

<u>Standard Conditions and Indemnification</u>

108. Indemnification. The applicant agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of the

project approval, subsequent project approval, or other action arising out of, or in connection with, or the project approvals. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at Applicant's sole cost and expense. The applicant may select its own legal counsel to represent applicant's interests at the applicant's sole cost and expense. The applicant shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

109. This approval will expire on September 20, 2024, unless the Solid Waste Facility Permit update is completed and issued by the City of Pittsburg LEA for the project contemplated herein, a development agreement is adopted which sets forth a timeline for development, or a written request for extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Planning Commission.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

Section 5. Adoption

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CITY OF PITTSBURG
Mt. Diablo Resource Recovery Park 2021 Enhancements Project
INITIAL STUDY AND 2ND EIR ADDENDUM

SCH No. 2011052053

Prepared For:
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Prepared By:
JML Planning
45 Calle Del Ribera
Stinson Beach, CA 94970

June 2021

CITY OF PITTSBURG
Mt. Diablo Resource Recovery Park 2021 Enhancements Project

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1.0 EXECUTIVE SUMMARY

1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

This section provides an overview of the proposed Mt. Diablo Resource Recovery Park (MDRRP) 2021 Enhancements Project and the environmental analysis for same.

1.2 PURPOSE OF ENVIRONMENTAL ANALYSIS

The City of Pittsburg is the lead agency for the proposed MDRRP 2021 Enhancements Project. In accordance with Section 15082 of the California Environmental Quality Act (CEQA) Guidelines, an Environmental Impact Report (EIR) was prepared for the MDRRP Project in December 2014 and was certified by the City of Pittsburg on May 26, 2015. Section 15162 of the CEQA Guidelines outlines the appropriate environmental review for a subsequent project when an EIR has previously been certified. It notes that no subsequent EIR shall be prepared for that project unless the Lead Agency determines, on the basis of substantial evidence in the whole record there have been substantial changes in the project that would require major revisions to the previous EIR, there have been substantial changes with respect to the circumstances under which the project is undertaken, or there is new information indicating that the project could have significant effects not discussed in the EIR.

This Initial Study and 2nd EIR Addendum was prepared as an addition to the 2015 Final EIR, and as such evaluates the proposed MDRRP 2021 Enhancements Project in the context of the certified 2015 EIR to determine if the existing EIR adequately addresses potential environmental impacts or whether subsequent environmental review would be required. It has been prepared in conformance with the provisions of CEQA, California Public Resources Code, Division 13, Environmental Quality and Title 14, California Code of Regulations, Chapter 3, Guidelines for Implementation of CEQA (State CEQA Guidelines).

For purposes of this analysis, the 2011 Initial Study prepared by PMC for the MDRRP Project (which was the basis for the 2015 EIR document) has been utilized herein to help review and compare the current proposal against the 2015 approved project (see Section 3.0 of this document). For additional detail regarding specific environmental impacts, please consult the Section 3.0 of the 2015 Certified EIR. The Initial Study analysis contained in this addendum focuses on the changes in potential impacts that could result from development of the currently proposed MDRRP 2021 Enhancements Project.

1.3 PREVIOUS APPROVALS & BASIS FOR ADDENDUM

The City of Pittsburg certified an EIR for the original facility—which consisted of only the Recycling Center and Transfer Station (RCTS)—on February 21, 1995 (SCH No. 94063017), and then issued the Conditional Use Permit (CUP) on March 6, 1995. The RCTS received a Solid Waste Facility Permit from the City of Pittsburg Solid Waste Management Division to operate a 1,500-tons-per-day (TPD) RCTS. On December 13, 1995, the California Integrated Waste Management Board (the state oversight agency at the time) concurred with the Solid Waste Facility Permit, which has been reviewed every 5 years and has been modified as appropriate to address additional recycling programs. On March 27, 2007, the City of Pittsburg adopted a Negative Declaration and approved a CUP to physically expand the facility and add the Mt. Diablo Recycling Facility (MDRF). On January 12, 2010, the City adopted another Negative Declaration (SCH No. 2009112035) and approved operational changes to the MDRF's CUP to expand its individual facility's capacity to 500 TPD.

On May 26, 2015, the City certified a new EIR (SCH No. 2011052053) for the MDRRP and approved a new CUP to permit operational changes and expand the overall facility's capacity to 5,500 TPD. This 2015 CUP also brought together all components of the facility—the RCTS, the MDRF, and the Organics Processing Facility (a wood chipping and grinding operation)—under just one facility name: "Mt. Diablo Resource Recovery Park." In 2018, the City approved the Initial Study and 1st EIR Addendum and a CUP, which incorporated amendments to the organization of the facility. This included the addition of two bioenergy

gasification units (for a total of three) and additional buildings for 67,405 square feet in addition to the 208,804 square feet originally approved in 2015 for a total of 295,659 square feet.

The applicant has now proposed a revision to its most recently approved project that would include several enhancements to the processing of the waste stream. CEQA Guidelines Section 15162 specifies that, when an EIR has been certified for a project, no subsequent EIR shall be prepared for the project unless the Lead Agency determines, on the basis of substantial evidence in the light of the whole record, that there have been substantial changes in the project or the existing setting or new information of substantial importance becomes available. The purpose of the Initial Study is to determine the appropriate level of environmental review for the current project. Based on the analysis in the attached Initial Study and the Summary of Environmental Impacts, it has been concluded that the 2015 EIR adequately addressed the potential environmental impacts of the proposed MDRRP 2021 Enhancements Project and that an EIR Addendum is the appropriate level of environmental review.

1.4 MDRRP 2021 ENHANCEMENTS PROJECT OVERVIEW

The proposed project consists of an amendment to the existing Use permit (UP) for operational 2021 Enhancements and a reorganization of the previously approved MDRRP on the 36-acre site. The current submittal consists of a Master Plan that sets forth the proposed buildout of the MDRRP over a 20-year period to comply with the above-mentioned increasing regulatory requirements and diversion goals. The total amount of material to be processed at the facility (5,500 TPD) would not change. The most significant change is that these processes would now be carried out within buildings with required air filtering systems to reduce air quality impacts. The 2015 approval permits the development of 295,659 square feet of building. The current request is for a total of 570,580 square feet of development.

The purpose of the Master Plan is to construct the improvements that are necessary to comply with state and federal legislation regarding the handling of waste material. Assembly Bill (AB) 1826 requires that the handling of organic and food waste be carried out within a building by January 2021. Currently, the processing of organic material is carried out of doors and is not combined with food waste. It is expected that increasing regulation will require activities now carried out in open air to be carried out within structures, and therefore the applicant is being proactive in planning for the long-term improvements necessary to meet these requirements.

2.0 PROJECT DESCRIPTION

2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION AND SETTING

PROJECT LOCATION

The project site is located at 1300 Loveridge Road in the city of Pittsburg in north-central Contra Costa County. As shown on **Figure 1**, the site is on the western side of Loveridge Road just north of the Pittsburg-Antioch Highway and State Route 4, and just south of the BNSF Railway and the shoreline of New York Slough. The site encompasses 36 acres and includes assessor's parcel numbers 073-200-013, 073-200-014, 073-200-015, 073-200-027, 073-200-026, 073-200-028, and 073-200-029. The site is located in the Antioch North Quadrangle and within the Los Medanos Land Grant.

EXISTING SETTING

The site for the project is within the MDRRP facility site reviewed and analyzed in the 2015 Certified EIR. The MDRRP facility site consists of approximately 36 acres located in the city of Pittsburg in eastern Contra Costa County. The site of MDRRP encompasses the existing facility improvements (approximately 17.5 acres) designated in the General Plan as Industrial Use (**Figure 2**). The current zoning shown in **Figure 3** includes General Industrial on the eastern portion of the project site and Limited Industrial on the western portion of the project site.

Land uses surrounding the MDRRP are industrial in character (**Figure 4**). Northwest of the MDRRP, across the BNSF Railway, is an industrial facility operated by USS POSCO Industries, which manufactures flat rolled steel sheets. Northeast of the site, also across the BNSF Railway, is an industrial facility operated by Dow Chemical, which manufactures primarily agricultural and pest-control chemicals. East of the site, across Loveridge Road, are the Christenson Recycling Center, a vacant parcel, and two other large industrial facilities. Immediately south of the project site is the Pittsburg-Antioch Highway and a Union Pacific Railroad line beyond. West of the site is a solar energy facility.

2.2 CURRENT OPERATIONS

The portion of the MDRRP site (approximately 17.5 acres) that is currently developed contains the MDRF, the RCTS, the Green Material Processing Operations Area, and the Mixed Construction & Demolition (C&D) Processing Area (collectively referred to as the "existing facility"). The MDRF and RCTS consist of two large interconnected industrial buildings (commonly referred to as the "transfer processing facility") adjacent to Loveridge Road that currently have a total floor area of 190,804 square feet.

Current operations on site include receiving, sorting, processing, recycling, and transporting of municipal solid waste and recyclables, green waste, and C&D waste. The MDRF is operated approximately 20 hours a day, while the RCTS is operated 24 hours a day, seven days a week. Both the Green Material Processing Operations Area and the Mixed C&D Processing Area are operated from 7:00 a.m. to 5:00 p.m. The facility currently has a total of 143 full-time employees and is permitted to receive 31 three-axle semi-trucks with trailers and 26 collection vehicles per day. A detailed summary of the existing on-site facilities and their individual operations is provided below. None of the improvements approved in the 2015 CUP have been constructed to date. The only improvement from the 2018 CUP currently under construction is the Vehicle Maintenance Facility, which has been reduced from 18,000 square feet to 11,750 square feet.

Mt. Diablo Recycling Facility. The MDRF is a recycling facility that sorts and processes a variety of mixed recyclable materials, including newspaper, cardboard, junk mail, and magazines, as well as California Redemption Value (CRV) and non-CRV glass, plastic, and aluminum. Material is dumped onto the tipping floor of the enclosed facility and then pushed onto a conveyor hopper, where it follows along a series of sorting belts and screens. This processing equipment separates the material, after which it is stored in enclosed containers (also known as bunkers) and baled daily for storage and transport. This facility operates approximately 20 hours a day, seven days per week, and has a permitted capacity of 500 TPD.

Figure 1
Project Location

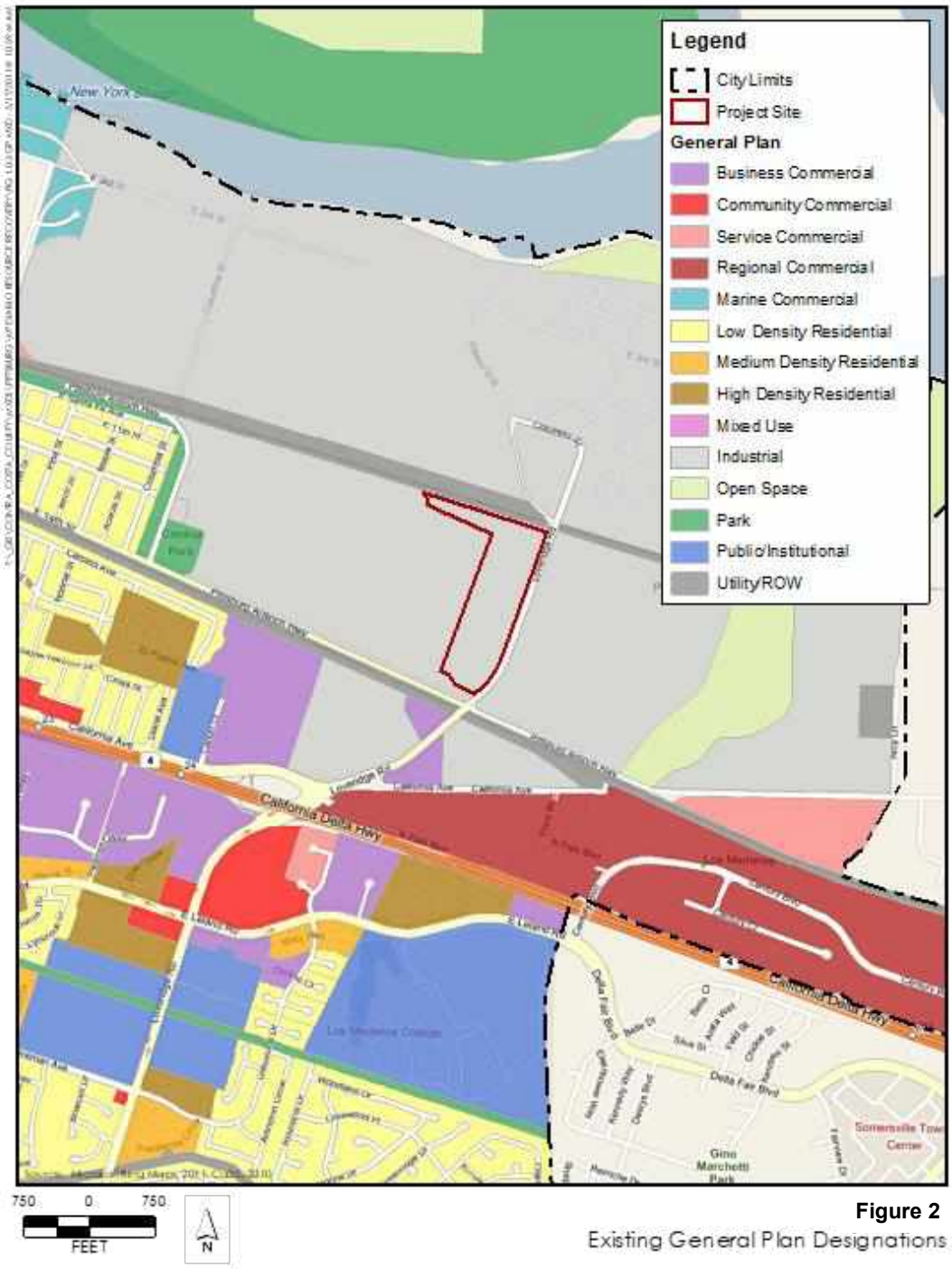


Figure 2
Existing General Plan Designations

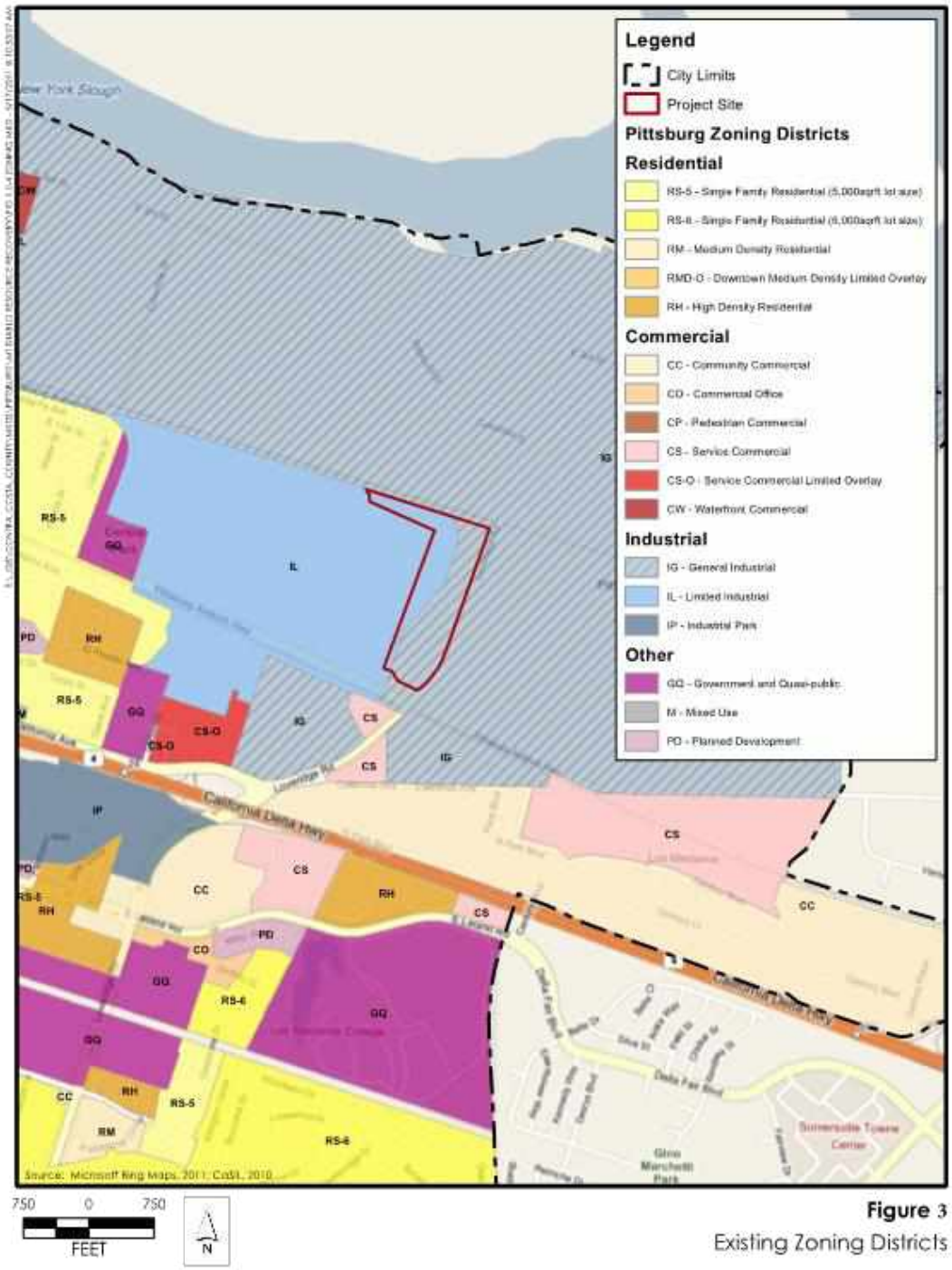


Figure 3
Existing Zoning Districts

Figure 4
Surrounding Uses

Recycling Center and Transfer Station. The RCTS sorts and transfers municipal solid waste, including bulk materials from the public, green waste, wood waste, and mixed C&D debris. The RCTS is the only facility on site that accepts waste directly from the public. Waste materials are weighed at a drive-up scale and are then sorted on the tipping area floor and transferred to the appropriate on-site facility for further sorting, processing, and transport off site for recycling or reuse. Materials that cannot be recycled are stored and then transported to a permitted landfill. This facility receives waste from the general public from 7:00 a.m. to 6:00 p.m., seven days a week, and has a permitted capacity of 1,500 TPD.

Mixed C&D Processing Area. The existing Mixed C&D Processing Area consists of a 9,831-square-foot concrete pad that serves as a base for the C&D processing equipment and provides a stable platform for the loading of materials onto the sorting equipment. The equipment includes a loading hopper, elevated pick-line and walkways, storage bins beneath the pick-line, and shade canopies over the pick-line and workstations. Processing material is delivered to the facility in debris box trucks and commercial vehicles. After being sorted, the residual, non-recyclable wastes are stockpiled and then loaded into transfer vehicles for transport to a permitted landfill for disposal within 48 hours. Recyclable materials are stored, processed, and marketed as recycled productions. Fine materials separated during sorting are used as alternative daily cover at a landfill. This facility currently operates from 7:00 a.m. to 5:00 p.m., seven days a week, and has a permitted capacity of 450 TPD. The material received in this area is included within the 1,500 TPD permitted under the Solid Waste Facility Permit for the RCTS.

Green Material Processing Operations Area. Green materials and wood waste are delivered to the existing Green Material Processing Operations Area from collection vehicles and are stockpiled on storage pads prior to chipping and grinding. The storage pads are constructed with compacted gravel. Processed green materials are loaded onto transfer trailers and transported to a permitted facility for composting, or may be used as alternative daily cover at a landfill. Wood chips are loaded onto transfer trailers and transported to biomass energy facilities. This facility operates from 7:00 a.m. to 5:00 p.m., seven days a week, and has a permitted capacity of 200 TPD.

Remainder of the Project Site. Approximately 18.5 acres of land to the west and south of the existing facility are also included as part of the MDRRP site. Approximately 5 acres of the 18.5-acre area are currently used for parking and storage by the applicant. A portion of this area has been surfaced with compacted gravel. Approximately 13.5 acres of the 18.5-acre area are vacant.

Access & Circulation. The primary access for the site is located off Loveridge Road just south of the transfer processing facility, at roughly the center of the site. This main access roadway continues north along the west side of the existing buildings, providing access to the public scales and scale house and self-haul drop-off area. The BNSF Railway is located on the northwestern border of the project site, and a railroad spur runs into the site west of the RCTS. A second access point from Loveridge Road is located at the northern end of the MDRRP site. This access point is limited to authorized commercial vehicles exiting the site and provides a space for additional parking. A third access point from Loveridge Road, located at the southern end of the site, provides access to the 3.5-acre area to the south and a fire lane that stretches to the western boundary. An approximately 3-acre parcel located on the east side of Loveridge Road at the northern tip of the project site is currently used for truck storage and maintenance purposes. A total of 79 parking spaces are currently provided on the project site.

Landscaping and/or slatted chain-link fencing provide screening along the southern and eastern boundaries of the processing areas, as well as along a portion of the western boundary.

A monument sign is located at the main entrance to the facility, with numerous informational, directional, and cautionary signs throughout the MDRRP site. Pole-mounted lighting is provided along the access road and in the parking area, processing areas, and other outdoor portions of the MDRRP site.

2.3 2015 APPROVED USE PERMIT

On May 26, 2015, the City of Pittsburg approved a UP, which brought the current solid waste and recycling operations at the RCTS, the MDRF, and the Mixed C&D facilities under a single entity referred to as the MDRRP. The 2015 approval increased the total amount of materials to be processed per day at all three facilities from 2,200 TPD to a total of 5,500 TPD. The CUP also designated 18.5 acres to the existing site plan for parking, commodity storage, new commercial recycling, and organics processing programs for residential and commercial food wastes, and relocation of the truck maintenance facility and yard (for "SEG Trucking"), which include an 18,000-square-foot structure in the southeastern portion of the project site (former GWF Power Systems Facility).

The UP also anticipated potential future phases that could include a rail haul option for waste transportation purposes and construction of a single biomass gasification unit (BGU) to process clean wood waste into energy for on-site use. Upon establishment of the BGU, the Organics Processing Facility would be relocated to the site immediately south of the unit and what is now the current organics processing area would be converted to space for commodity, vehicle, and equipment storage space. In addition, after this future relocation, the area immediately west of the new SEG truck maintenance facility driveway would be converted to a materials processing area.

For a more complete project description, please see the 2015 Draft EIR (pages 2.0-1 through 2.0-40).

2.4 2018 APPROVED USE PERMIT

The 2018 approval incorporated all of the improvements in the 2015 UP as well as the following additional items:

- A new high diversion mixed waste/wet organics processing system to refine the previously approved commercial recycling and organics processing programs for residential and commercial food wastes
- An increase in BGUs from one to three
- Construction of a Pole Barn
- SEG Truck Maintenance Facility Reconfiguration
- Additional site modifications necessary to organize the facility's operations

The improvements included an increase in building square footage of 67,405 square feet in four buildings:

- Transfer Processing Facility Building – 43,038 square feet
- Pole Barn – 13,256 square feet
- SEG Truck Maintenance Facility – 25,361 square feet (an increase of 7,361 square feet)
- BGU Control Building – 3,750 square feet

The current application contains several modifications to the UP that was approved in 2018; these uses are no longer considered part of the development program:

- A new high diversion mixed waste/wet organics processing system to refine the previously approved commercial recycling and organics processing programs for residential and commercial food wastes
- Construction of a Pole Barn, which would be replaced by the organics processing building

2.5 CURRENT 2021 ENHANCEMENTS PROJECT

On February 11, 2021, the project proponent submitted an application package to the City of Pittsburg Planning Division for an amendment to its 2018 UP to permit modifications in facility operations—consistent with project components already reviewed and certified in the 2015 EIR—to further aid local jurisdictions in meeting increasing regulatory requirements and diversion goals established pursuant to AB 1826, Senate Bill (SB) 1383, etc. The following discussion summarizes the proposed actions for which that application was submitted. Table 1 summarizes the proposed MDRRP 2021 Master Plan improvements for buildout of the project site. Appendix B contains the Master Plans submitted by the applicant.

The current submittal consists of a Master Plan that sets forth the proposed buildout of the MDRRP over a 20-year period to comply with the above-mentioned increasing regulatory requirements and diversion goals. The total amount of material to be processed at the facility (5,500 TPD) would not change. The most significant change is that these processes would now be carried out within buildings with required air filtering systems to reduce air quality impacts. The 2015 approval permits the development of 295,659 square feet of building. The current request is for a total of 570,580 square feet of development.

The purpose of the Master Plan is to construct the improvements necessary to comply with state and federal legislation regarding the handling of waste material. AB 1826 requires that the handling of organic and food waste be carried out within a building by January 2021. Currently, the processing of organic material is carried out of doors and is not combined with food waste. It is expected that increasing regulation will require activities now carried out in the open air to be carried out within structures, and therefore the applicant is being proactive in planning for the long-term improvements necessary to meet these requirements.

The project will be constructed in eight phases, expected to be completed in 20 years. The applicant has submitted a series of drawings (A-1-A through A-8-A) that show the improvements to be constructed in each of the eight phases of development. Figure 2 (A-8-A) shows the complete buildout of the project site. It should be noted that the currently permitted capacity of 5,500 TPD to be processed on the project site would not change. Appendix A contains a detailed description of the phasing of the proposed improvements, which are expected to be completed in a 20-year period.

The plan submittal also shows the design of the individual buildings. The overall design intent is to create a corporate campus identity through the use of uniform architecture, colors, and materials.

The project also proposes entering into a Development Agreement with the City which would define the long-term responsibilities of the applicant as well as those of the City in implementing the project. This includes the responsibilities of the applicant to fund traffic improvements which are required as mitigation measures upon development of the project.

Table 1: Proposed Building Area

Phase	Proposed Improvements	Sq Ft	Total Sq Ft
Phases 1 & 1a	Vehicle Maintenance Facility	11,750	**11,750**
	Northwest Truck Parking		
Phase 2	North Building (Organics Processing)	81,220	**95,500**
	North Building Offices	6,400	
	North Building Tunnel	1,280	
	Air Filtration Equipment	6,500	
	Kiosk	100	
Phase 3	South Building (C&D Processing)	73,520	**89,100**
	South Building Employee Facilities	6,400	
	South Building Equipment Pad Area	7,750	
	South Building Tunnel	1,280	
	Scalehouse(s)	150	
Phase 4 & 4a	South Building (C&D) Expansion	46,800	**46,800**
	Southeast Employee Parking		
Phase 5	Gasification Operation	97,500	**97,500**
Phase 6	Expansion Tipping & Receiving	23,200	**23,200**
Phase 6a	Mixed Waste Expansion For Processing	19,850	**19,850**
Phase 7	Existing Bale Storage *(removed)*	-34,214	**-69,700**
	Existing Self HAU *(removed)*	-35,480	
Phase 7	Self Haul / Bale Storage Expansion	83,900	**83,900**
Phase 8	AD Expansion	40,000	**40,000**
Phase 8a	AD Dewatering	11,000	**11,000**
		Total Square Footage All New Buildings	***448,900***
Existing Buildings (To Remain)			**Total Sq Ft**
Material Recovery Facility			**88,380**
Tipping Building			**33,300**
		Total Existing	***121,680***
Future Improvements			**Total Sq Ft**
Total Future			**448,900**
Total Building Area			**570,580**

3.0 INITIAL STUDY

3.0 INITIAL STUDY

Pursuant to Public Resources Code, Section 21166, and CEQA Guidelines Sections 15162 and 15164, subdivision (a), the attached Initial Study/Environmental Checklist has been prepared as a supplement to the 2015 Certified Final EIR; it has been determined to be the appropriate CEQA document to prepare and remains sufficient for purposes of the current MDRRP 2021 Enhancements Project, and no supplemental environmental review is required under CEQA.

The attached Initial Study/Environmental Checklist uses the standard environmental checklist that was developed in 2011 for the MDRRP Project and that provided the basis for the 2015 certified EIR, but provides answer columns for evaluation consistent with the considerations listed under CEQA Guidelines Section 15162, subdivision (a), and Section 15164. The purpose of the Initial Study/Environmental Checklist is to evaluate the categories in terms of any "changed condition" (e.g., changed circumstances, project changes, or new information of substantial importance) that would require major revisions to the 2015 certified EIR due to the involvement of new significant effects or a substantial increase in the severity of a previously identified significant effect, and as compared to the findings of the 2015 certified EIR.

A "No" answer to the questions posed in the attached Initial Study/Environmental Checklist does not necessarily mean that there are no potential impacts relative to the environmental category, but rather that there is no change in the condition or status of the impact since it was analyzed and addressed with mitigation measures in the 2015 certified EIR.

3.1 ENVIRONMENTAL CHECKLIST

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
1. AESTHETICS. Would the project:					
a) Have a substantial adverse effect on a scenic vista?	2015 EIR Appendix A Page 3.0-1	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcrops, and historic buildings within a state scenic highway?	2015 EIR Appendix A Page 3.0-1	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	2015 EIR Appendix A Page 3.0-1	No	No	No	No prior mitigation was required, and no new mitigation is required
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	2015 EIR Appendix A Pages 3.0-1 and 3.0-2	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) Scenic vistas in the city include rolling, grassy hills to the south and the Suisun Bay/Sacramento River Delta to the north. These views are considered important visual resources providing identifiable entryways to the city (City of Pittsburg 2001). However, the project site is flat and located out of range of these views. Further, the site is located in an industrial area, and existing views are limited by existing industrial buildings and equipment and vacant parcels containing few natural features. Therefore, implementation of the current project would continue to have no impact on scenic vistas.

b) There are no officially designated or eligible state, county, or city scenic highways or roadways in the vicinity of the project site (Caltrans 2010). Implementation of the current project would continue to have no impact on scenic resources within a scenic highway.

c) The primary change in the current project is that several of the processing units would be contained within buildings as compared to previous plans that called for activities to be conducted outdoors. These activities would include the processing of organic material and C&D debris as now required by state law. In addition, the existing self-haul building (69,700 square feet) would be replaced and expanded. Implementation of the current project would result in the construction and installation of 17 new or modified structures (as summarized in Table 1) comprising 448,900 square feet of new development in addition to 121,680 square feet of existing development (that will remain) on the project site. When the project is completely built out, there will be a total of 570,580 square feet of development. These proposed changes to the project site would be consistent with the existing facilities and operations on the project site as well as with the surrounding uses, which are entirely industrial in nature. The change in operations to enclose the processing units in buildings would improve the visual quality of the project site and unify the operation through an architectural style that defines the identity of the overall project and the use of a consistent range of colors and materials. Furthermore, the project would be subject to design review by the Planning Commission per Pittsburg Municipal Code (PMC) Section 18.36.200. Therefore, implementation of the current project would improve the visual character or quality of the project site beyond what was anticipated in the 2015 EIR, and this impact would remain less than significant.

d) As described in Response 1c above, the current project includes the construction of 17 new structures. Because the site is located in an industrial area of the city and is not adjacent to any residential uses or other sensitive receptors, potential lighting and glare would not adversely affect nighttime or daytime views in the area. Furthermore, the project would be subject to PMC Section 18.82.030, which limits the use of highly reflective glass on building surfaces visible from a street. The current project would also be subject to design review by the Planning Commission per PMC Section 18.36.200. Therefore, there would be no increase in the severity of previously identified impacts and this impact would remain less than significant.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
2. AGRICULTURE AND FOREST RESOURCES. 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?	2015 EIR Appendix A Page 3.0-3	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?	2015 EIR Appendix A Page 3.0-3	No	No	No	No prior mitigation was required, and no new mitigation is required
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))?	2015 EIR Appendix A Page 3.0-4	No	No	No	No prior mitigation was required, and no new mitigation is required
d) Result in the loss of forest land or conversion of forest land to non-forest use?	2015 EIR Appendix A Page 3.0-4	No	No	No	No prior mitigation was required, and no new mitigation is required
e) Involve other changes in the existing environment that, 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?	2015 EIR Appendix A Pages 3.0-3 and 3.0-4	No	No	No	No prior mitigation was required, and no new mitigation is required

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 the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

DISCUSSION OF IMPACTS

a–b,e) The project site is located in a developed industrial area. The project site is not currently used for any agricultural purposes, nor has it been used for such purposes in the recent past. In addition, the project site has been classified by the Farmland Mapping and Monitoring Program as Urban and Built-Up Land and is zoned for industrial use (NRCS 2008). Furthermore, no adjacent parcels are zoned for agricultural use or subject to a Williamson Act contract. Therefore, implementation of the current project would have no impact on agricultural resources.

c–d,e) The project site and surrounding area are not considered forestland, and there are no active forestry operations in the area. Furthermore, the project site is zoned for industrial use. Therefore, implementation of the current project would have no impact on forestry resources.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
3. AIR QUALITY. Would the project:					
a) Conflict with or obstruct implementation of the applicable air quality plan?	2015 EIR Pages 3.1-23 to 3.1-30	No	No	No	MM 3.1.1, MM 3.1.2a–d
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	2015 EIR Pages 3.1-23 to 3.1-30	No	No	No	MM 3.1.1, MM 3.1.2a–d
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	2015 EIR Pages 3.1-34 to 3.1-36	No	No	No	MM 3.1.1, MM 3.1.2a–d
d) Expose sensitive receptors to substantial pollutant concentrations?	2015 EIR Pages 3.1-23 to 3.1-33	No	No	No	MM 3.1.1, MM 3.1.2a–d
e) Create objectionable odors affecting a substantial number of people?	2015 EIR Pages 3.1-33 to 3.1-34	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) Implementation of the current project would not conflict with the applicable air quality plan. In meeting state mandated diversion goals under SB 1383 and AB 1826, it would result in a reduction in greenhouse gas (GHG) emissions and increased reductions in fossil fuel usage through the diversion of waste from landfills as well as recycling other materials, and inclusion of solar panels on all buildings.

b) **Impact 3.1.1. Construction-related emissions of criteria air pollutants.** The 2015 EIR determined that the construction-related emissions could violate or contribute substantially to an existing or projected air quality violation, expose sensitive receptors to substantial pollutant concentrations, and/or conflict with air quality planning efforts. Mitigation Measure 3.1.1 was required as part of the Mitigation Monitoring and Reporting Program; however, this impact was defined as Significant and Unavoidable. Illingworth & Rodkin, Inc. evaluated the potential GHG emissions from the current proposal and determined that the current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR. That analysis is included as Appendix H of this report.

Impact 3.1.2. Long-term operational emissions. The 2015 EIR determined that implementation of the project proposed at that time could result in significant impacts to air quality through the construction and operation of a BGU on site, an increase in truck traffic entering and leaving the site, and an increase in the processing and storage of loose materials on site. An air quality study and a health risk assessment were prepared as part of the EIR, and these impacts were identified as potentially significant and unavoidable.

The 2015 EIR identified the potential Long-Term Annual Unmitigated Emissions of Criteria Air Pollutants and Precursors in Table 3.1-10 (page 3.1-27 of the Draft EIR). Table 3.1-10 shows that the potential project would not exceed the Bay Area Air Quality Management District (BAAQMD) significance thresholds for reactive organic gases, inhalable particulate matter (PM_{10}), or fine particulate matter ($PM_{2.5}$). However, nitrogen oxides (NOx) would exceed the threshold for Maximum Annual emissions. The analysis predicted emissions of 49.8 tons per year of NOx, which would exceed the significance threshold (10 tons per year) by 38.5 tons. Of that amount, the one BGU was predicted to contribute 1.1 tons per year.

Aires Clean Energy evaluated the potential emissions for the 2015 project, which included a total of three BGUs, using the feedstock that would be processed as part of the current project. With the current project amendment adding two additional BGUs, for a total of three, the emissions of NOx would increase to 5.61 tons per year, for a potential increase in total NOx emissions of 11 percent above what was predicted in the Draft EIR. This is not considered to be a substantial increase in the severity beyond what was considered in the 2015 EIR.

Mitigation Measures 3.1.2 a, b, c, and d are required as part of the approved 2015 CUP and they include the potential purchase of emission offsets sufficient to limit net increases in operational NOx emissions to no more than 54 pounds per day or 10 tons per year. These mitigations would continue to be applicable; therefore, this impact is considered to have been sufficiently addressed in the 2015 EIR and no new mitigation is required.

Impact 3.1.6. Cumulatively considerable net increase of criteria air pollutants and precursors. The 2015 EIR determined that this impact would be “Less Than Cumulatively Considerable.” The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

Impact 3.1.7. An increase in predicted risks or hazards that would exceed applicable significance thresholds. The 2015 EIR determined that this impact would be “Less Than Cumulatively Considerable.” The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

Impact 3.1.8. Cumulatively considerable increase in odorous emissions that would adversely affect sensitive receptors. The 2015 EIR identified that these impacts would be "Less Than Cumulatively Considerable." The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

c) **Impact 3.1.4. Incremental Increases in risk or hazards for sensitive receptors.** The current project, in combination with emission sources in the San Francisco Bay Area Air Basin, would result in a cumulatively considerable net increase of criteria air pollutants and precursors. Implementation of the current project amendments would reduce truck traffic, and therefore would reduce this impact from the level identified in the 2015 EIR. With implementation of the proposed mitigation measures, this impact would remain less than significant.

d) **Impact 3.1.3 BAAQMD screening criteria.** The 2015 EIR determined that implementation of the original project would not contribute to traffic volumes at primarily affected intersections that would exceed the BAAQMD's screening criteria. As a result, localized concentrations of mobile-source carbon monoxide were not projected to exceed applicable ambient air quality standards, and this is considered a less-than-significant impact. The current project is expected to generally result in decreased traffic volumes at primarily affected intersections as compared to what was envisioned as part of the original project. Therefore, there would be no increase in the severity of previously identified impacts and this impact would remain less than significant.

e) **Impact 3.1.5 Objectionable odors.** The current project does not propose any different land use activities beyond what was envisioned as part of the original project. The current project would comply with the existing site-specific Odor Impact Minimization Plan, which was previously prepared to minimize odor emissions and prevent nuisances in the surrounding area. Furthermore, the proposed project would continue to be subject to BAAQMD Regulation 7, Odorous Substances, which limits the discharge of odorous substances that may result in nuisance impacts to nearby receptors. Therefore, there would be no increase in the severity of previously identified impacts and this impact would remain less than significant.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
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 Game or U.S. Fish and Wildlife Service?	2015 EIR Pages 3.8-1 to 3.8-38	No	No	No	MM3.8.1a MM3.8.1b MM3.8.1c MM3.8.1d MM3.8.1e
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	2015 EIR Pages 3.8-1 to 3.8-38	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	2015 EIR Pages 3.8-1 to 3.8-38	No	No	No	No prior mitigation was required, and no new mitigation is required
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?	2015 EIR Pages 3.8-1 to 3.8-38	No	No	No	No prior mitigation was required, and no new mitigation is required
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	2015 EIR Page 3.8-1 to 38	No	No	No	No prior mitigation was required, and no new mitigation is required
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?	2015 EIR Pages 3.8-1 to 3.8-38	No	No	No	MM3.8.1a MM3.8.1b MM3.8.1c MM3.8.1d MM3.8.1e

DISCUSSION OF IMPACTS

a–d) **Impact 3.8.1. Substantial adverse effects to special-status species.** The 2015 EIR determined that construction of the project could have the potential to impact special-status species, including: burrowing owls, Swainson's hawks, golden eagles, non-covered raptors during the nesting season, and nesting birds. Mitigation Measures are included in the Mitigation Monitoring and Reporting Program to avoid any potential impacts to these species during construction and operation of the project. The current project has the potential for similar impacts; however, there would be no increase in the severity of previously identified impacts. Mitigation Measures 3.8.1a–e would remain applicable and would require avoidance of any potential impacts on any species identified as a candidate, sensitive, or special-status species. Monk and Associates prepared an updated Biological Resource Analysis document in the report dated July 30, 2020 (Appendix E). This report covers the southern portion of the project site (4 acres – the location of the proposed Truck Maintenance Facility that is currently under construction). The report identified potential impacts to nesting birds and to bats during the breeding season. These impacts were identified in the 2015 Draft EIR, and mitigation measures were included in the Mitigation Monitoring Program to reduce these potential impacts to a less-than-significant level. In addition, a wetlands delineation map was submitted to the U.S. Army Corps of Engineers (USACE) for determination of jurisdiction (Appendix F). Correspondence dated October 5, 2020 documents USACE concurrence with the delineation, documenting the following wetlands: Jurisdictional Wetlands (0.247 acre), Non-Jurisdictional Wetlands (0.018 acre), and Non-jurisdictional Other Waters of the United States (0.017 acre), for a total of 0.282 acre (Appendix G). This delineation is consistent with the 2015 EIR, which identified the wetlands NW1 and OW1 as non-jurisdictional. The 0.247 acre adjacent to and south of the project site consists of the Kirker Creek drainage, which would not be impacted by the proposed project. Therefore, the current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

e) As described above, the project site is developed and does not contain any significant biological resources. Implementation of the current project would not conflict with any local policies or ordinances protecting biological resources.

f) The project site is located within the boundaries of the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). However, the land coverage for the site is mapped in the HCP/NCCP as urban and is exempt from the City's adopted implementing ordinance per PMC Section 15.108.030 (ECCCHCPA 2006; City of Pittsburg 2010). The current project would result in similar impacts but would not substantially increase the severity of the impacts beyond what was considered in the 2015 EIR.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
5. CULTURAL RESOURCES. Would the project:					
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	2015 EIR Appendix A Pages 3.0-8 to 3.0-9	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	2015 EIR Appendix A Pages 3.0-8 to 3.0-9	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	2015 EIR Appendix A Pages 3.0-8 to 3.0-9	No	No	No	No prior mitigation was required, and no new mitigation is required
d) Disturb any human remains, including those interred outside of formal cemeteries?	2015 EIR Appendix A Pages 3.0-8 to 3.0-9	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) The project site does not contain any historical buildings or other known historical resources. The original portion of the RCTS building was built in 1955, over 50 years ago. However, this building is a simple metal warehouse structure that does not exhibit any historical architectural features and is not associated with any significant historical events or activities. Furthermore, the building has been significantly modified and expanded and is substantially different from its original appearance. The MDRF and other structures on the site were built after 1995 and are not historically significant. In addition, the site has been graded and heavily disturbed through the construction of the MDRF and RCTS, paving of roadways and parking areas, landscaping, and the use of heavy equipment; therefore, the site is not likely to contain unknown historical resources. As such, implementation of the current project would have no impact on historical resources.

b) The project site has been heavily disturbed through construction activities and routine facility operations and is not likely to contain unknown archaeological resources. In addition, implementation of the current project would require very limited grading, further limiting the potential for any such resources to be discovered. Furthermore, per Pittsburg General Plan Policy 9-P-41, should any archaeological resources be found during ground-disturbing activities on site, all construction would be halted immediately and an archaeological investigation to collect all valuable remnants would be conducted. Therefore, implementation of the current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

c) The project site has been heavily disturbed through construction activities and routine facility operations and is not likely to contain any undiscovered paleontological resources. In addition, implementation of the current project would require very limited grading, further limiting the potential for any such resources to be discovered. Therefore, implementation of the current project would have no impact on paleontological resources and unique geologic features.

d) The project site does not contain a cemetery. In addition, the project site has been heavily disturbed through construction activities and routine facility operations and is not likely to contain any unknown human remains. Furthermore, pursuant to Section 5097.97 of the State Public Resources Code and Section 70570.5 of the State Health and Safety Code, all work must stop, and the County Coroner must be notified should human remains be discovered during project implementation. Therefore, implementation of the current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
6. GEOLOGY AND SOILS. Would the project:					
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:					
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault?	2015 EIR Appendix A Pages 3.0-10 to 10-3.0-11	No	No	No	No prior mitigation was required, and no new mitigation is required
ii) Strong seismic ground shaking?	2015 EIR Appendix A Pages 3.0-10 to 3.0-11	No	No	No	No prior mitigation was required, and no new mitigation is required
iii) Seismic-related ground failure, including liquefaction?	2015 EIR Appendix A Pages 3.0-10 to 3.0-11	No	No	No	No prior mitigation was required, and no new mitigation is required
iv) Landslides?	2015 EIR Appendix A Pages 3.0-10 to 3.0-11	No	No	No	No prior mitigation was required, and no new mitigation is required

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
b) Result in substantial soil erosion or the loss of topsoil?	2015 EIR Appendix A Pages 3.0-10 to 3.0-11	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	2015 EIR Appendix A Pages 3.0-10 to 3.0-11	No	No	No	No prior mitigation was required, and no new mitigation is required
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	2015 EIR Appendix A Pages 3.0-10 to 3.0-11	No	No	No	No prior mitigation was required, and no new mitigation is required
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	2015 EIR Appendix A Pages 3.0-10 to 3.0-11	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) ***(i)*** The project site is not located within an Alquist-Priolo Earthquake Fault Zone (CGS 2011). No known active or potentially active faults cross the project site. Therefore, fault rupture is not likely to occur at the site. The current project would continue to have no impact.

(ii) The project site is located in the San Francisco Bay Area, one of the most seismically active regions in the United States. There are numerous active faults (i.e., a fault with evidence of surface displacement within the past 10,000 years) and potentially active faults (i.e., a fault with evidence of surface displacement within the past 2 million years) in the region including the San Andreas Fault. The closest active fault to the project site is the Clayton-Greenville fault located 3 miles away. The site is included in Seismic Zone 4, the highest seismic risk category presented in the California Building Code. As such, the current project would be required to comply with the most stringent California Building Code standards to minimize property damage and maximize public safety on the site in the event of seismic activity. This impact is less than significant. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

(iii) Liquefaction is the transformation of loose saturated silts and sands with less than 15 percent clay-sized particles from a solid state to semi-liquid state. This occurs under vibratory conditions such as those induced by a seismic event.

According to the City's General Plan (2001), the site is within an area of high liquefaction potential (see Figure 10-1, Geologic Hazards, of the Health and Safety Element). However, according to the site-specific geotechnical investigation prepared for the MDRF in 2006 (Hultgren-Tillis Engineers 2006), the potential for liquefaction at the site is low, as site soils are primarily of stiff clay with inter-bedded sand layers. As such, the risk of seismic-related ground failure, settlement, subsidence, lurching, lateral spreading, and liquefaction at the site is low. Furthermore, compliance with the engineering specifications contained in the geotechnical investigation (Hultgren-Tillis Engineers 2006) would ensure that the project site is properly prepared and that the proposed BGU and other site improvements are designed and constructed or installed properly given the site's geologic and soil conditions. These include specifications for site preparation, slabs on grade, surface drainage, and inspection reporting. As such, potential risk to people and structures from seismic-related ground failure such as liquefaction would be minimized. This impact is less than significant. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

(iv) The project site and surrounding properties are flat and there is no risk of landslide. Therefore, the current project would continue to have no impact.

b) No soil would be imported or exported to/from the project site, and very limited to no grading would occur as the site is flat and has been compacted from previous use. As such, the potential for soil erosion during project construction would be minimal. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

c–d) See Response 6aiii above. According to previous environmental documentation for the project site, the site is underlain by weak soils that possess a high shrink/swell potential (City of Pittsburg 1995). Such soils can cause structural damage if the structures are not properly designed and constructed. Compliance with the engineering specifications contained in the geotechnical investigation previously prepared for the project site (Hultgren-Tillis Engineers 2006) would ensure that the project site is properly prepared and that the proposed BGU and other site improvements are designed and constructed or installed properly given the site's geologic and soil conditions. These include specifications for site preparation, slabs on grade, surface drainage, and inspection reporting. As such, potential risk to people and structures related to unstable and expansive soils would be minimized. This impact is less than significant. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

e) Wastewater generated at the project site would enter into the functioning private wastewater system maintained by the property owners. Drainage would be conveyed via a 36-inch pipe to the existing drainage ditch located adjacent to the northwest corner of the project site. This system would meet the applicable standards and would be adequately supported by the underlying soils. Therefore, this impact would be less than significant. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
7. GREENHOUSE GAS EMISSIONS. Would the project:					
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	2015 EIR Pages 3.2-1 to 3.2-22	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	2015 EIR Pages 3.2-1 to 3.2-22	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a–b) Impact 3.2.1. A net increase in GHG emissions that could potentially conflict with the goals of AB 32 or result in a significant impact on the environment. Implementation of the current project would contribute to increases of GHG emissions that are associated with global climate change. The 2015 EIR concluded that implementation of the 2015 proposed project would result in less-than-cumulatively-considerable impacts related to GHG emissions. Illingworth & Rodkin, Inc. modeled the potential GHG emissions of the current proposal (Appendix H). The current proposal would reduce GHG emissions slightly due to a reduction in long haul truck trips and the processing of food waste that would otherwise be sent to a landfill. The current project would also have beneficial impacts related to GHG emissions as a result of its renewable energy and recycling components. The current project would result in similar impacts but would result in a slight decrease in the severity of the impacts identified in the 2015 EIR.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
8. HAZARDS AND HAZARDOUS MATERIALS. Would the project:					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	2015 EIR Pages 3.3-1 to 3.3-18	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	2015 EIR Pages 3.3-1 to 3.3-18	No	No	No	MM 3.3.2a, MM 3.3.2b
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ mile of an existing or proposed school?	2015 EIR Pages 3.3-1 to 3.3-18	No	No	No	No prior mitigation was required, and no new mitigation is required
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment?	2015 EIR Pages 3.3-1 to 3.3-18	No	No	No	No prior mitigation was required, and no new mitigation is required
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, result in a safety hazard for people residing or working in the project area?	2015 EIR Pages 3.3-1 to 3.3-18	No	No	No	No prior mitigation was required, and no new mitigation is required
f) For a project within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?	2015 EIR Pages 3.3-1 to 3.3-18	No	No	No	No prior mitigation was required, and no new mitigation is required
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	2015 EIR Pages 3.3-1 to 3.3-18	No	No	No	No prior mitigation was required, and no new mitigation is required
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	2015 EIR Pages 3.3-1 to 3.3-18	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a–b) **Impact 3.3.1 Routine transport, use, and disposal of hazardous materials.** The 2015 EIR determined that impacts related to hazardous materials would be less than significant. The current project includes the expansion of existing operations on the project site as well as the construction and operation of three BGUs. These operations would not include the routine transport, use, and storage of hazardous materials. No hazardous, infectious, or liquid wastes are accepted at the facility. A load check program is implemented to screen for such materials in incoming waste loads. Recovered household hazardous wastes are temporarily stored in a designated area and transferred off site for proper disposal in accordance with state regulations. The proposed changes to the project that are part of the current application would not result in new significant impacts because, as noted above, the project would be in compliance with state regulations related to proper storage and disposal of hazardous materials.

Impact 3.3.2. Exposure of construction workers to hazardous materials during site preparation. The 2015 EIR determined that these impacts would be less than significant with the implementation of Mitigation Measure 3.3.2.a. The current project would result in similar impacts but would not increase the severity of the impact beyond what was considered in the 2015 EIR.

Impact 3.3.4. Cumulatively considerable impacts related to hazards and hazardous materials. The 2015 EIR determined that this impact would be less than cumulatively considerable. The current project would result in similar impacts but would not increase the severity of the impact beyond what was considered in the 2015 EIR.

c) There are no schools within ¼ mile of the project site, and as such, there would be no impact to schools related to hazardous materials.

d) ***Refer to Impact 3.3.1 above.*** The project site was occupied by a steel can and metal shearing manufacturing operation from approximately 1954 to 1992 (City of Pittsburg 1995). As a result, soil and groundwater underlying the project site were contaminated. Remediation was completed, and wells are now monitored by the San Francisco Bay Regional Water Quality Control Board (SWRCB 2011). The 2015 EIR determined that, with the implementation of Mitigation Measures 3.3.2a and 3.3.2b and compliance with the land use restrictions for the western portion of the project site, this impact is less than significant. Construction of the improvements as part of the current application would remain subject to Mitigation Measures 3.3.2a and 3.3.2b and would result in similar impacts but would not increase in severity beyond what was considered in the 2015 EIR.

e–f) There are no airports or airstrips, public or private, in the vicinity of the project site (AirNav 2011). Implementation of the current project would have no impact on public safety related to airports.

g) **Impact 3.3.3. Potential to interfere with implementation of the City's Emergency Operations Plan.** The City of Pittsburg Emergency Operations Plan outlines procedures for educating the public about emergency preparedness and also establishes procedures for responding to emergency situations, including management of communication systems, provision of medical assistance, and maintenance of local financing structures and government leadership roles in the aftermath of a significant emergency event. The 2015 EIR concluded that there would be a less-than-significant impact from the project. Implementation of the current project would result in a slight reduction in the number of vehicle trips on local roadways and regional highways evaluated in the EIR; therefore, this potential impact as it relates to the current project would be reduced.

h) The project site is located in a largely developed industrial area that is not in the vicinity of any wildlands. The project site contains no trees or vegetation aside from some ornamental landscaping along its boundaries. There would be no impact as a result of the current project related to public safety and wildland fires.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
9. HYDROLOGY AND WATER QUALITY. Would the project:					
a) Violate any water quality standards or waste discharge requirements?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on or off site?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No prior mitigation was required, and no new mitigation is required
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff, in a manner that would result in flooding on or off site?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No prior mitigation was required, and no new mitigation is required
e) Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No prior mitigation was required, and no new mitigation is required
f) Otherwise substantially degrade water quality?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No prior mitigation was required, and no new mitigation is required
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No prior mitigation was required, and no new mitigation is required

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
h) Place within 100-year flood hazard area structures that would impede or redirect flood flows?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No prior mitigation was required, and no new mitigation is required
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	2015 EIR Page 3.4-1	No	No	No	No prior mitigation was required, and no new mitigation is required
j) Cause inundation by seiche, tsunami, or mudflow?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) **Impact 3.4.1. Violate any water quality standards and waste discharge requirements.** Construction of the proposed BGUs and other improvements would involve soil-disturbing activities, additional impervious surfaces, and increases in stormwater runoff that could result in water quality impacts as well as localized flooding. These impacts were addressed, as they relate to the original project, in the 2015 EIR and were found to be less than significant. The current project would result in similar impacts but would not substantially increase the severity of the impacts beyond what was considered in the 2015 EIR.

b) **Impact 3.4.2. Depletion of groundwater supplies or interference with groundwater recharge.** The 2015 EIR concluded that the City and its wholesale provider would have sufficient water supplies to meet the project's demand, and therefore the potential impact would be less than significant. Domestic water service would be provided to the current project by the City of Pittsburg, which obtains a portion of its water supply from groundwater. The 2015 EIR considered an increase in the MDRRP's total operational water demand from approximately 20,000 gallons per day (gpd) to approximately 40,000 gpd. An increase in operational water demand, beyond that described in the 2015 EIR, is not proposed as part of this project. The project site is not located in an area that significantly contributes to the recharge of the underlying groundwater aquifer (City of Pittsburg 2007). In addition, the current project does not propose to add a significant amount of new impervious surface area. Therefore, potential interference with groundwater recharge is not considered to be a significant impact. The current project would result in similar impacts but would not substantially increase the severity of the impacts beyond what was considered in the 2015 EIR

d) **Impact 3.4.3. Increase in stormwater runoff.** On-site drainage is controlled through the use of drainage ditches and underground pipelines surrounding the perimeter of the existing facility that direct surface water flows toward an outfall along the western edge of the existing facility. The ditches include a landscaped stormwater treatment planter located along the eastern side of the MDRF building and a landscaped stormwater pre-treatment bioswale located along the western edge of the existing facility. These facilities discharge stormwater via the outfall to an existing drainage ditch on the vacant lot to the west. This existing ditch traverses the 15-acre parcel to the west and the vacant lot, flowing east to west away from the existing facility. The existing ditch

conveys the stormwater generated from the existing facility, the 15-acre parcel to the west, and the eastern portions of the vacant lot to an existing 36-inch culvert that then discharges to an existing evaporation basin located near the northern portion of the vacant lot.

The proposed development within the 15-acre western parcel will include placement of impervious surfaces throughout the parcel, as documented in the 2015 EIR. This increase in impervious surface will increase the stormwater peak flows from 9.2 to 15.8 cubic feet per second. The 35-inch pipeline proposed to replace the ditch within this parcel and the downstream ditch and 36-inch culvert to the west have adequate capacity to convey the increased peak flows from the existing site and the fully developed 15 acres.

For the drainage from the 3.5-acre area to the south (the site where the Truck Maintenance Facility is currently under construction), the detention volume required is approximately 0.2 acre-foot. Therefore, on-site stormwater runoff would not exceed the available capacity of the existing drainage system. As a result, this impact was deemed less than significant.

Impact 3.4.4. Construction impacts to downstream surface drainages and groundwater. The 2015 EIR determined that this would be a less-than-significant impact. The current project would result in similar impacts but would not substantially increase the severity of the impacts beyond what was considered in the 2015 EIR.

f) **Impact 3.4.5 Degradation of downstream surface water and underlying groundwater quality.** The 2015 EIR identified this as a less-than-significant impact. The current project would result in similar impacts but would not substantially increase the severity of the impacts beyond what was considered in the 2015 EIR.

Impact 3.4.7. Cumulative degradation of water quality in area surface drainages and groundwater supplies. The 2015 EIR identified this impact as less than cumulatively considerable. The current project would result in similar impacts but would not substantially increase the severity of the impacts beyond what was considered in the 2015 EIR.

g) Although the southern portion of the project site is within a 100-year flood zone, the current project does not include any housing. Therefore, no housing would be placed in an area of potential flooding and there would be no impact.

h) **Impact 3.4.6. Development within a flood zone.** The southern portion of the project site is located within a 100-year flood zone. This portion of the project site would contain the proposed BGUs as well as a second C&D processing line. The 2015 EIR concluded that compliance with existing City standards would minimize potential hazards, and therefore this impact would be less than significant. The current project would comply as well with City standards. The current project would result in similar impacts but would not substantially increase the severity of the impacts beyond what was considered in the 2015 EIR

i–j) **Impact 3.4.8. Cumulative flooding impacts.** The project site is located near the Suisun Bay/Sacramento River Delta and may be subject to flooding as a result of seiche/tsunami or dam or levee failure. In addition, the project site may be affected by sea level rise as a result of climate change. However, the 2015 EIR determined that these potential impacts were less than cumulatively considerable. The project site is flat, as are the surrounding properties, and is not at risk of inundation as a result of mudflow. This impact would be less than cumulatively considerable. The current project would result in similar impacts but would not substantially increase the severity of the impacts beyond what was considered in the 2015 EIR

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
10. LAND USE AND PLANNING. Would the project:					
a) Physically divide an established community?	2015 EIR Pages 3.5-1 to 3.5-5	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	2015 EIR Pages 3.5-1 to 3.5-5	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	2015 EIR Pages 3.5-1 to 3.5-5	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) Division of an established community commonly occurs as a result of development of physical features that constitute a barrier to easy and frequent travel between two or more constituent parts of a community. For example, a large freeway structure with few crossings could effectively split a community. The current project consists of the expansion of existing operations at, and improvements to, an existing solid waste transferring and recycling facility. The current project does not include any features that by design or their nature would divide the existing community. Therefore, implementation of the current project would not physically divide an established community, and there would be no impact.

b) **Impact 3.5.1. Consistency with existing land use designation and zoning.** As described previously, the project site is designated by the City's 2020 General Plan as Industrial, which allows commercial services, industrial processing, and storage uses. Both the existing facility and the current project are uses that are consistent with this designation. The project site is zoned IG (General Industrial), which provides for intense industrial uses. However, large recycling facilities, such as the current project, require a use permit within this zoning district. A use permit was approved for the 2015 application. With consideration and approval of an amendment to the use permit, the current project would be in compliance with the zoning district.

Impact 3.5.2. Cumulative impacts related to the City's Zoning Ordinance. The 2015 EIR determined that the project would have a less-than-cumulatively-considerable impact related to the City's Zoning Ordinance. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

c) The project site is located within the boundaries of the East Contra Costa County HCP/NCCP. However, the land coverage for the site is mapped in the HCP/NCCP as urban and is exempt from the City's adopted implementing ordinance per PMC Section 15.108.030 (ECCCHCPA 2006; City of Pittsburg 2010). This impact was identified as less than significant. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
11. MINERAL RESOURCES. Would the project:					
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	2015 EIR Appendix A Page 3.0-20	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	2015 EIR Appendix A Page 3.0-20	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a–b) According to the City's General Plan (2001), there are no known significant mineral deposits or active mining operations in the City. Furthermore, previous environmental documentation for the project (City of Pittsburg 1995) described the geology of the site and did not identify any potential mineral resources in the area. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
12. NOISE. Would the project:					
a) Expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	2015 EIR Appendix A Pages 3.0-21 to 3.0-24	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Expose persons to or generate excessive groundborne vibration or groundborne noise levels?	2015 EIR Appendix A Pages 3.0-21 to 3.0-24	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Cause a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	2015 EIR Appendix A Pages 3.0-21 to 3.0-24	No	No	No	No prior mitigation was required, and no new mitigation is required
d) Cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	2015 EIR Appendix A Pages 3.0-21 to 3.0-24	No	No	No	No prior mitigation was required, and no new mitigation is required
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?	2015 EIR Appendix A Pages 3.0-21 to 3.0-24	No	No	No	No prior mitigation was required, and no new mitigation is required
f) For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels?	2015 EIR Appendix A Pages 3.0-21 to 3.0-24	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a,c) The proposed expansions to the existing recycling facility would be located in an industrial area of the city, surrounded by other existing industrial uses and road and railroad transportation corridors. A previous noise study prepared for the RCTS (in support of the 1995 EIR – SCH No. 94063017) determined that the worst-case scenario noise level of 70 A-weighted decibels (dBA) at 100 feet

from the open doors of the RCTS would not exceed City standards at the nearest residences (approximately ½ mile west of the site) and would be essentially inaudible over existing typical background noise levels (City of Pittsburg 1995). Since 1995, the MDRF and other operations have been added and the facility's capacity has increased. However, the facility is still in compliance with all applicable noise standards.

The current project would not result in significant increases in traffic-related noise. With the current project amendments, truck traffic would be reduced and would be less than predicted in the 2015 Draft EIR; therefore, there should be a decrease in traffic-related noise and a less-than-significant impact.

The 2015 Draft EIR identified that the addition of facilities, equipment, and truck traffic, described in that document, would result in a permanent increase in ambient noise levels in the project vicinity. In addition, the expansion of hours of operation on the project site would result in the generation of noise during evening and nighttime hours. The current project proposes to construct 17 new buildings so that activities (summarized in Table 1) currently carried out in the open would be contained by building envelopes. This would result in a reduction in the potential noise impacts of the project operation.

Noise generated on the site would not be audible at the nearest residential uses (approximately ½ mile west of the site) and would be consistent with the ambient noise levels at the adjacent properties, which contain similar industrial operations. The current project would result in less noise impacts and would substantially reduce the severity of the impact beyond what was considered in the 2015 EIR.

b) Excessive groundborne vibration and noise are typically caused by activities such as blasting used in mining operations or the use of pile drivers during construction. The current project would not require either blasting or pile driving and is not expected to result in excessive groundborne vibration or noise. This impact is considered less than significant. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

d) Project construction would result in a temporary increase in ambient noise levels in the vicinity of the project site. Construction noise typically occurs intermittently and varies depending upon the nature or phase (e.g., land clearing, grading and excavation, erection) of construction. Noise generated by construction equipment—including earthmovers, material handlers, and portable generators—can reach high levels. Typical noise levels for individual pieces of construction equipment are summarized in **Table 2**. As depicted, individual equipment noise levels typically range from approximately 75 to 91 dBA at 50 feet, without noise control. With noise control, individual equipment noise levels typically range from approximately 75 to 80 dBA at 50 feet. Typical operating cycles may involve 2 minutes of full power, followed by 3 to 4 minutes at lower settings. Depending on the activities performed and equipment usage requirements, combined average-hourly noise levels at construction sites typically range from approximately 65 to 89 dBA L_{eq}[1] at 50 feet (EPA 1971).

[1] Leq = energy equivalent noise level, which is the energy mean (average) noise level. The instantaneous noise levels during a specific period of time in dBA are converted to relative energy values. From the sum of the relative energy values, an average energy value (in dBA) is calculated.

Table 2: Typical Construction Equipment Noise Levels

Type of Equipment	Noise Level in dBA at 50 feet	
	Without Feasible Noise Control	With Feasible Noise Control [a]
Dozer or Tractor	80	75
Excavator	88	80
Compactor	82	75
Front-end Loader	79	75
Backhoe	85	75
Grader	85	75
Crane	83	75
Generator	78	75
Truck	91	75

Notes:
[a] Feasible noise control includes the use of intake mufflers, exhaust mufflers, and engine shrouds.

Sources: EPA 1971; FHWA 2006.

The project site is located in an industrial area adjacent to a railroad. The nearest sensitive receptors, a residential neighborhood and a hotel, are located approximately 2,450 feet and 2,600 feet southwest of the site, respectively. The buildout of the Master Plan is anticipated to take place over a 20-year period. Per PMC Chapter 9.44, the use of pile drivers, hammers, and similar equipment is prohibited between the hours of 10:00 p.m. and 7:00 a.m., seven days per week. Furthermore, per the City's General Plan Policy 12-P-9, the generation of loud noises on the site during construction would be limited to between 8:00 a.m. and 5:00 p.m.

Given the distance to the nearest sensitive receptors, the length of the proposed construction period, and the City's existing noise regulations, temporary construction-related noise levels associated with the proposed project are not expected to be significant. Therefore, this impact is less than significant. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

e–f) There are no airports or airstrips, public or private, in the vicinity of the project site. Implementation of the current project would have no impact on noise levels related to airports.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
13. POPULATION AND HOUSING. Would the project:					
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	2015 EIR Appendix A Page 3.0-25	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	2015 EIR Appendix A Page 3.0-25	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	2015 EIR Appendix A Page 3.0-25	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) The current project does not include the construction of any housing or new businesses and would not extend infrastructure to other surrounding properties. The original project was expected to increase the number of employees at the facility from 143 to 185, an increase of 42. With an unemployment rate of 11.2 percent or approximately 58,200 people (January 2011), the county's existing workforce was expected to be sufficient to fill these positions (EDD 2011) without requiring additional employees moving into the city. Accordingly, it was determined that the original project would not directly induce substantial population growth in the city. The current project would increase the number of employees during the peak shift from 46 to 90 which is not a significant increase the number of employees at the site beyond what was analyzed in the 2015 EIR.

However, the current project would increase the capacity of solid waste handling for the cities and unincorporated communities it serves, thereby potentially removing a barrier to future development. (Note: This facility operates under a Solid Waste Facility Permit administered by the City of Pittsburg Local Enforcement Agency. The facility is currently operating at a capacity of 1,500 tpd under the permit agreement approved by the City. It never proceeded to update the permit to permit 5,500 tpd and the intent is to do so when this approval is obtained.) This increase in the facility's capacities, however, would be in response to anticipated growth in the region as projected by the Association of Bay Area Governments. Therefore, the current project would not allow for additional growth beyond current projections; instead, it would accommodate the anticipated growth as it occurs in the future. Under the current project, this impact would continue to be less than significant.

b–c) The project site is developed with industrial uses and does not contain any residences. No housing or people would be displaced through implementation of the current project. Therefore, there would be no impact.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
14. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:					
a) Fire protection?	2015 EIR Appendix A Pages 3.0-26 to 3.0-27	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Police protection?	2015 EIR Appendix A Pages 3.0-26 to 3.0-27	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Schools?	2015 EIR Appendix A Pages 3.0-26 to 3.0-27	No	No	No	No prior mitigation was required, and no new mitigation is required
d) Parks?	2015 EIR Appendix A Pages 3.0-26 to 3.0-27	No	No	No	No prior mitigation was required, and no new mitigation is required
e) Other public facilities?	2015 EIR Appendix A Pages 3.0-26 to 3.0-27	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) **Impact 3.6.1. Increased demand for fire protection services; Impact 3.6.1.2. Emergency Access; and Impact 3.6.1.3 Cumulative demand for fire protection services.** The current project includes the processing of the same amount of waste material (5,500 TPD) as the original project evaluated in the 2015 EIR. The 2015 EIR determined that there could be an increased demand for fire protection services, but concluded that this impact would be less than significant. The current project would result in a similar demand for fire protection services but would not increase the severity of the impact beyond what was considered in the 2015 EIR.

b) The current project includes construction of a new facility, installation of new equipment, and expansion of services and programs at an existing industrial facility. The project in its entirety would increase the number of employees during a peak shift at the facility from approximately 46 to 90. However, the facility would function in a manner similar to current operations and is not anticipated to be subject to greater security risks. Therefore, a significant increase in demand for law

enforcement services is not expected. The current project would result in similar impacts but would not increase the severity of the impact beyond what was considered in the 2015 EIR.

c) The current project does not include the construction of any housing and would not result in population growth or associated new school enrollments. Regardless, in accordance with SB 50, the project applicant would be required to pay school impact fees to help fund the construction of new public school facilities, fully mitigating any potential impact on schools. This impact is less than significant. The current project would result in similar impacts but would not increase the severity of the impact beyond what was considered in the 2015 EIR.

d) See Section 15, Recreation, below. The current project would not directly induce substantial population growth in the city. The project in its entirety would increase the facilities' total number of employees by approximately 42. These additional employees may utilize local parks during work breaks or after work. However, this minor increase in demand for parks and other recreational facilities is not considered significant and would not result in substantial adverse physical impacts. Further, the project does not include or require the construction or expansion of any park facilities. The project would have a less-than-significant impact on parks and recreation. The current project would result in similar impacts but would not increase the severity of the impact beyond what was considered in the 2015 EIR.

e) The current project consists of improvements to an existing private recycling facility as well as expansion of its capacities. It is not anticipated that the project would adversely impact any existing public facilities or require the construction of new public facilities. There would be no impact.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
15. RECREATION. Would the project:					
a) Increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?	2015 EIR Appendix A Pages 3.0-26 to 3.0-27	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	2015 EIR Appendix A Pages 3.0-26 to 3.0-27	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) The current project consists of the expansion of operations at an existing industrial facility. As described in Response 13a above, the current project would not directly or indirectly induce substantial population growth. The project in its entirety would increase total employment at the facility by approximately 42 employees. While these additional employees may utilize local parks

during work breaks or after work, this minor increase in use is not considered significant and would not result in substantial physical deterioration of any such facilities. Therefore, the project would have a less-than-significant impact on the use of existing neighborhood and regional parks and recreational facilities. The current project would result in similar impacts but would not substantially increase the severity of the impact that was evaluated in the 2015 EIR.

b) The current project does not include any parks or recreational facilities and would not require the construction or expansion of any parks or recreational facilities, pursuant to the requirements of the PMC. There would be no impact.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
16. TRANSPORTATION AND TRAFFIC. Would the project:					
a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	MM 3.7.1a,b,c
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	MM 3.7.1 a,
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No
e) Result in inadequate emergency access?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	2015 EIR Pages 3.4-1 to 3.4-18	No	No	No	No

DISCUSSION OF IMPACTS

a–b) **Impact 3.7.1. Degradation of operations at two study intersections.** The 2015 Draft EIR identified two potential significant impacts resulting from increased truck traffic entering and leaving the project site and utilizing regional highways. With the implementation of Mitigation Measures 3.7.1a–c, these impacts would still be significant and unavoidable.

For the current project, an analysis of the vehicle miles traveled was prepared by Edgar & Associates (Appendix I). According to that report, the current project amendment would reduce long haul trips related to municipal solid waste from 52,156 miles to 41,496 miles, a reduction of approximately 20 percent, which would therefore reduce the potential impact on local roads and regional highways. However, for the current project, this impact would remain significant and unavoidable.

Impact 3.7.2. Operations of the Pittsburg-Antioch Highway/Loveridge Road intersection are projected to degrade with project traffic. The 2015 EIR identified this impact as significant. The current project would have similar impacts. Mitigation Measures 3.7.1a–c are intended to reduce this impact somewhat, but it still would remain significant and unavoidable.

The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

c) There are no airports or airstrips, public or private, in the vicinity of the project site. Implementation of the current project would have no impact on air traffic patterns.

d–e) The current site plan would be reviewed by the Contra Costa County Fire Protection District to ensure adequate emergency access. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

f) The current project does not include any off-site improvements that could decrease the performance or safety of existing public transit, bicycle, or pedestrian facilities. A sidewalk is provided along a portion of the site's frontage, and an access point is provided from this sidewalk to the site's parking area and building entrance. However, members of the public would not likely utilize public transit or pedestrian/bicycle facilities to access the project site, as a personal vehicle would be necessary to haul solid waste to the facility. Therefore, the current project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. There would be no impact.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
17. UTILITIES AND SERVICE SYSTEMS. Would the project:					
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	2015 EIR Pages 3.6-1 to 3.6-19	No	No	No	No prior mitigation was required, and no new mitigation is required
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	2015 EIR Pages 3.6-1 to 3.6-19	No	No	No	No prior mitigation was required, and no new mitigation is required
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	2015 EIR Pages 3.6-1 to 3.6-19	No	No	No	No prior mitigation was required, and no new mitigation is required
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	2015 EIR Pages 3.6-1 to 3.6-19	No	No	No	No prior mitigation was required, and no new mitigation is required
e) Result in a determination by the wastewater treatment provider that serves, or may serve, the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	2015 EIR Pages 3.6-1 to 3.6-19	No	No	No	No prior mitigation was required, and no new mitigation is required
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	2015 EIR Pages 3.6-1 to 3.6-19	No	No	No	No prior mitigation was required, and no new mitigation is required
g) Comply with federal, state, and local statutes and regulations related to solid waste?	2015 EIR Pages 3.6-1 to 3.6-19	No	No	No	No prior mitigation was required, and no new mitigation is required

DISCUSSION OF IMPACTS

a) In the past, the existing facility used water for dust control purposes and to support employees, thus only generating "domestic sewage" as defined by the PMC, which is not subject to an industrial waste discharge permit. Under the current project, some water would also be used for operation of the proposed BGU and organics processing system. However, the current project would not result in increased generation of wastewater that could exceed the capacity of the existing wastewater system. MDRRP has submitted plans for improvements to the lift station upgrade which is the initial phase of the upgrades required for the project and has received approval from Delta Diablo. These improvements have been completed. The next phase will be to upgrade the north lift station during a future phase of the project. Therefore, the current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

b) See Responses 9b and 17a. The City of Pittsburg would treat and supply domestic water to the current project while water for fire suppression purposes would be provided via a private water supply. The 2015 EIR concluded that the City and its wholesale provider would have sufficient water supplies to meet the original project's demand; therefore, the potential impact would be less than significant. As described above, the current project would not result in increased generation of wastewater that could exceed the capacity of the existing wastewater system. Therefore, the current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

c) The original project included improvements expected to result in increased stormwater runoff that could require the expansion of existing or the construction of new drainage facilities on and/or off site. On-site drainage is controlled through the use of drainage ditches and underground pipelines surrounding the perimeter of the existing facility that direct surface water flows toward an outfall along the western edge of the existing facility. The ditches include a landscaped stormwater treatment planter located along the eastern side of the MDRF building and a landscaped stormwater pre-treatment bioswale located along the western edge of the existing facility. These facilities discharge stormwater via the outfall into an existing drainage ditch on a vacant lot to the west. The original project included the replacement of the existing open ditch along the 15-acre parcel with a 36-inch-diameter pipeline. The existing ditch conveys the stormwater generated from the existing facility, the 15-acre parcel to the west, and the eastern portions of the vacant lot to an existing 36-inch culvert that then discharges to an existing evaporation basin located near the northern portion of the vacant lot. The 2015 EIR determined that the 36-inch pipeline, the downstream existing ditch, and 36-inch culvert have adequate capacity to convey the increased peak flows from the existing site and the fully developed 15-acre area.

The 3.5-acre former GWF site is almost entirely located in a separate watershed from the remainder of the MDRRP site and drains to Kirker Creek located along the southern boundary of this area. An existing on-site drainage system consists of concrete swales, inlets, and pipelines. This system conveys the on-site drainage from most of the 3.5-acre area into Kirker Creek via two separate outfalls, one located on the western side and the other located on the eastern side of the property. A small portion of this area in the northwest corner drains overland to the remainder of the MDRRP site.

The applicant has submitted a Preliminary Stormwater Control Plan (Appendix C). This plan would maximize the use of surface drainage to drain stormwater into bio retention basins throughout the site. The proposed site drains to an existing retention basis located at the northwest corner of the project site, where stormwater would be detained until it is able to evaporate. No connections to the public storm drain system are proposed. This was considered a less-than-significant impact. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

d) **Impact 3.6.2.21. Increase in water demand; Impact 3.6.2.2. Cumulative increase in demand for potable water.** See Response 9b above. The City of Pittsburg would supply domestic water to the current project, while water for fire suppression purposes would be provided via a private water supply. Implementation of the original project was anticipated to increase the facility's total water demand from approximately 20,000 gpd to 40,000 gpd. The 2015 EIR concluded that the City and its wholesale provider would have sufficient water supplies to meet the project's demand; therefore, the potential impact of the original project was deemed to be less than significant. The current project does not increase the facility's potential water demand. Accordingly, this project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

e) **Impact 3.6.3.1. Potential to exceed wastewater treatment requirements; Impact 3.6.3.2. Require the construction of new wastewater treatment facilities.** As described above, the approved project would result in increased generation of wastewater that could exceed the capacity of the existing on-site wastewater system. The 2015 EIR determined that this impact would be less than significant. The current application would be evaluated by the local wastewater treatment provider to ensure that there is adequate capacity to handle the project's wastewater generation and the adequacy of the on-site wastewater system. This impact would remain less than significant. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

f) The project is part of a solid waste transferring and recycling facility that contracts with multiple landfills and recyclers based, in part, on their available capacities. The current project would not contract with a landfill unless it has adequate capacity. Therefore, the current project would be served by a landfill with sufficient permitted capacity to accommodate its disposal needs. This impact is less than significant. Therefore, the current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

g) The existing facility is a solid waste transferring and recycling facility that is permitted by Cal Recycle under a Solid Waste Facility Permit. The current project includes revisions to this permit in order to include additional facilities and to ensure compliance with all applicable statutes and regulations. This impact would remain less than significant.

	Where Impact was Previously Analyzed	Does Proposal Involve New Significant Impacts or Substantially More Severe Impacts?	New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	New Information Available Requiring New Analysis or Verification?	Applicable Prior Mitigation to Address Impacts
18. MANDATORY FINDINGS OF SIGNIFICANCE. Would the project:					
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	2015 EIR Chapter 3 and Appendix A	No	No	No	Refer to Individual Topic Areas
b) Have impacts that are individually limited but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	2015 EIR Chapter 3 and Appendix A	No	No	No	Refer to Individual Topic Area
c) Have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	2015 EIR Chapter 3 and Appendix A	No	No	No	Refer to individual topic areas

DISCUSSION OF IMPACTS

The following are Mandatory Findings of Significance in accordance with Section 15065 of the CEQA Guidelines.

a) As described in the preceding sections, it was determined that the current project would have a less-than-significant impact or no impact on the following areas: Aesthetics, Agriculture and Forestry Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use/Planning, Mineral Resources, Noise, Population/Housing, Public Services, Recreation, and Utilities/Service Systems. Significant impacts could be reduced to a less-than-significant impact through the implementation of mitigation measures for the following areas: Construction-related Air Quality impacts, Hazardous Materials (construction phase), and Biological Resources. The project was evaluated to determine if there would be a substantial change that would result in a significant impact. As described, the project would not result in any impacts that exceed the thresholds of significance for the above listed resource areas. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

b–c) The 2015 EIR identified significant unavoidable impacts on Air Quality and on Transportation and Circulation. Mitigation measures were adopted as part of the Mitigation Monitoring and Reporting Program to reduce these impacts to the extent possible; however, they would still remain significant and unavoidable. The current project would result in similar impacts but would not substantially increase the severity of the impact beyond what was considered in the 2015 EIR.

As described in the preceding responses, the current project was evaluated to determine if a subsequent EIR would need to be prepared. Section 15162 of the CEQA Guidelines outlines the appropriate environmental review for a project when an EIR has been certified. It notes that no subsequent EIR shall be prepared for a project unless the Lead Agency determines, on the basis of substantial evidence in the whole record, that there have been substantial changes in the project that would require major revisions to the previous EIR, there have been substantial changes with respect to the circumstances under which the project is undertaken, or there is new information indicating that the project could have significant effects not discussed in the EIR. Based on this Initial Study, it has been determined that no subsequent EIR needs to be prepared and that an Addendum to the 2105 EIR is the appropriate level of environmental review for this project.

The Mitigation Monitoring and Reporting Program is attached as Appendix D and would apply to this project as a Condition of Approval.

4.0 REFERENCES

4.0 REFERENCES

AirNav. 2011. AirNav.com. www.airnav.com (accessed February 8, 2011).

California Department of Transportation (Caltrans). 2010. Officially Designated Scenic Highways. http://www.dot.ca.gov/hq/LandArch/scenic/schwy.htm (accessed February 1, 2011).

California Employment Development Department (EDD). 2011. Local Area Profile: Contra Costa County. http://www.labormarketinfo.edd.ca.gov/cgi/databrowsing/localAreaProfileQS Results.asp?selectedarea=Contra+Costa+County&selectedindex=7&menuChoice=local AreaPro&state=true&geogArea=0604000013&countyName= (accessed March 23, 2011).

California Geological Survey (CGS). 2011. Alquist-Priolo Earthquake Fault Zone Maps. http://www.quake.ca.gov/gmaps/ap/ap_maps.htm (accessed April 18, 2011).

City of Pittsburg. 1995. *Final Environmental Impact Report: Recycling Center and Transfer Station*. State Clearinghouse No. 94063017.

City of Pittsburg. 2001. *City of Pittsburg General Plan*.

City of Pittsburg. 2010. Pittsburg Municipal Code. http://www.codepublishing.com/ca/pittsburg/ (accessed February 8, 2011).

Contra Costa Waste Services. 2010. Conditional Use Permit Application Package: Mt. Diablo Resource Recovery Park. Prepared by Edgar and Associates.

East Contra Costa County Habitat Conservation Plan Association (ECCCHCPA). 2006. *Final East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan*.

Hultgren-Tillis Engineers. 2006. *Geotechnical Investigation, Mt. Diablo Recycling Center Addition, 1300 Loveridge Road, Pittsburg, California*. Project No. 652.01. August 2.

Morbark, Inc. Undated. Decibel Readings for Morbark Model 7600B Woodhog Caterpillar Model C32 – 1,125 Horsepower.

Natural Resource Conservation Service (NRCS). 2008. *Contra Costa County Important Farmland 2008*. ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2008/con08.pdf (accessed February 1, 2011).

Raman, Ratheesh, Lieutenant, Pittsburg Police Department. 2011. Email Correspondence with Leigha Schmidt, Associate Planner, City of Pittsburg.

Snider, Doug, Vice President of Operations, Phoenix Energy. 2011. Letter to Mr. Greg Stangl, President, Phoenix Energy.

State Water Resources Control Board (SWRCB). 2011. GeoTracker. http://geotracker.swrcb.ca.gov/ (accessed February 2, 2011).

U.S. Department of Transportation, Federal Highway Administration (FHWA). 2006. *Construction Noise Handbook*. http://www.fhwa.dot.gov/environment/noise/construction_noise/handbook/ (accessed April 18, 2011).

U.S. Environmental Protection Agency (EPA). 1971. Noise from Construction Equipment and Operations, Building Equipment, and Home Appliances.

APPENDIX A.
MOUNT DIABLO RESOURCE RECOVERY PARK
2021 ENHANCEMENTS PROJECT,
PROJECT PHASING DESCRIPTION

Phase **Description**

Phase 1: ***1600 Loveridge Road improvements including vehicle/equipment maintenance building and graveled lot to west (future gasification area)***

Perimeter road - graveled road (along entire west boundary of 1300 Loveridge and south side of 1600 Loveridge) with access via northeast gate of 1300 Loveridge Rd., up along north side of Parcel 3 of 1300 Loveridge to west boundary

Install fire hydrant locations on perimeter road as needed; final confirmations needed from MDRR engineering consultant.

Gravel future parking area for tractors and transfer trailer parking in northwest corner of Parcel 3.

Gravel area between transfer trailer gravel parking area and existing sloped drive aisle west of existing Tipping Building. This area can be used for staging/laydown activities and for parking for drivers and staging for tractor trailers.

Phase 2: ***1300 Loveridge Rd. improvements (existing Transfer Station (TS) and MRF complex) – North Building***

- **Rough grade of entire site, apart from existing C&D operations.**
- **Construct North Building (permanent organics processing operation), in one phase, inclusive of a two-story employee break room and staff offices (upstairs). Upstairs area will have an education center/viewing room that can double as meeting space. When Phase 3 is constructed, there will be a connecting bridge from the 2nd floor of the office building in the North Building to the second story of office building in the South Building for use by tour groups to view operations. An approximate 7,200 SF covered equipment area on the west will also be included. Total building footprint of 93,600 SF. This building will have a partially below grade, drive-through loadout area (top-load) on the south side of the building. Actual tenant improvements within the office building may be completed in a subsequent phase.**

  Transfer trailers for organics would enter via northeast gate of 1300 Loveridge Rd and proceed along the perimeter access road and make a left turn (eastbound) to enter the drive through loadout area. Trailers will be parked on a scale in the loadout area and thus won't require scaling out when leaving the loadout area.
- **Pave perimeter access road** from end of pavement near existing transfer trailer parking to point in which transfer trailers need to access loadout port for new North Building and also further along west side of Parcel 2 boundary connecting to the access road on west side of Parcel A (Phase 5). Complete related traffic improvements such as striping, stop signs, curbs, etc.
- **Pave portion of east side of North Building** to allow commercial organics vehicles to maneuver (exit) out of building
- Once the North Building is operable, public green/wood waste vehicles will utilize the existing scale complex (for the outdoor C&D and green/wood waste operations) and proceed

Phase	Description

northwest towards the west perimeter road and turn right and proceed to the North Building entrance. Public vehicles will exit the North Building and reverse course along the west perimeter road and back to the scales to weigh out. The actual traffic flow pattern will change at the existing scale as inbound public vehicles will use the current outbound scales to weigh in and the current inbound scales will be used for weighing out. Vehicles will also ingress and egress through the main entrance intersection. The traffic pattern for the residential and commercial organics route trucks is described below.

- **Construct scale complex shown near west side of Phase 6A of Transfer Station expansion footprint for mixed waste processing**. The inbound scale will be used by residential and commercial organics route trucks and rolloff trucks once the North Building is operable. Commercial vehicles will enter and exit on the east side of the North Building. The northeast gate of the facility will be the site entry and exit point for the commercial vehicles.
  This inbound scale will eventually be used by the commercial C&D trucks once the C&D operations are moved into the South Building during Phase 3. The outbound scale can be used, if necessary, for weighing out (confirming weights) transfer trailers loaded out from the North and South Buildings.
- During the construction phase of the North Building, the existing traffic flow patterns for the public and commercial C&D and green/wood waste and transfer trailers will remain the same. All vehicles will use the current scales. Once construction is completed, the vehicle traffic patterns for the green/wood waste customers will change to what is noted in the previous two bullets.
- The public and commercial C&D customers will continue to utilize the existing scales as is during the construction of the North Building as no changes will be made to the outdoor C&D operations. The same is true for transfer trailers.

  Once the North Building is operable, though, the public C&D vehicles will utilize a similar traffic pattern as the public green/wood waste customers as described above. The only difference is once the public C&D customers proceed northwest to the west perimeter road they will turn left and proceed south to the outdoor C&D operations. These vehicles will reverse course along the west perimeter road and then make a right turn and rejoin with the public green/wood waste customers and proceed to the outbound scales to weigh out.

  Clean wood customers will tip at the existing C&D operation until a South Building is constructed.

- **Pave future parking area for tractors and transfer trailer parking in northwest corner of Parcel 3.**
- **Install parking spaces on east side of building for accessing office entry.**
- **Install water storage tank near loadout for water capture and reuse.**
- **Install fire hydrant locations on perimeter of building as needed; final confirmations needed from MDRR engineering consultant.**

Phase **Description**

Operational Assumptions:

Use the footprint for future South Building expansion (Phase 3 and part of Phase 4 C&D operation) and area north of proposed north building (Phase 8 Digestion operation) as lay down areas for construction of the North Building.

Move existing employee parking and rolloff storage, displaced by construction of the North Building, to the graveled lot on the 1600 Loveridge property (Phase 5 area).

Modular building(s) for employee breakrooms to support staff at green waste and C&D ops. will be needed.

Green/wood waste and C&D operations continue as is, but with changes to the traffic patterns as previously described.

Once the North Building is complete, then shut down of the outdoor green/wood waste operation will occur and move into the building. Grinding will continue to occur outdoors either at the C&D operation and/or in an area to the south of the North Building.

If applicable, eliminate any modular employee break room for green waste employees as they will use break room on 1st floor of new office area in North Building.

Relocate staff from existing Recycling and Self-Haul buildings to new offices on 2nd floor of office building in new North Building.

Once North Building is complete, start using northwest gravel lot for tractor and transfer trailer parking.

Phase 2A: ***1300 Loveridge improvements (existing TS and MRF complex) – Installation of Pre-Processing Equipment into North Building***

- **Install organics pre-processing equipment for residential and/or commercially collected materials to meet compost market specs.**
- **Install air infiltration equipment area.**
- **Install potential water storage tank west of the future Phase 8A to allow for location of water truck filling.**

Operational Assumptions:

Keep temporary employee parking on the 1600 Loveridge property. Keep rolloff storage in graveled lot on 1600 Loveridge property.

Use future Phase 8A (AD operation) area for staging/laydown for construction.

Use of future Phase 6A can also be used for parking for drivers and staging for tractor trailers.

Phase 3: ***1300 Loveridge improvements (existing TS and MRF complex) - South Building***

- **Construct South Building (C&D), inclusive of a two-story employee break room and education center viewing room (2nd floor); total building footprint of 130,400 SF. This**

Phase	Description

building will have a partially below grade, drive-through loadout area (top-load) on the north side of the building. Transfer trailers for C&D would enter via northeast gate of 1300 Loveridge Rd. and proceed along the perimeter access road and make a left turn (eastbound) to enter the drive through loadout area. Trailers will be parked on a scale in the loadout area and thus won't require scaling out when leaving the loadout area.

- **Pave portions of access roads between building and west perimeter access road** allow for two -way traffic for public C&D customers and for transfer trailer access to loadout port for C&D building. Complete related traffic improvements such as striping, stop signs, curbs, etc. along west perimeter road.
- **Construct new public scale complex for organics and C&D self haul customers with two inbound and two outbound lanes.** This will further constrain the footprint for the existing, outdoor C&D operation, however, if needed this operation can be relocated to the previous location of the outdoor green waste operation. This may also need to be the case if self haul customers delivering brushy or woody materials are tipped near the C&D operation so the material can be ground; this would be an alternative to bringing such customers inside the North Building. To the extent feasible, existing onsite 70' scales (at existing scale complex and outbound transfer trailer scale) will be repurposed and used in this permanent scale complex.
- **Make improvements (add new inbound and outbound scale) to main scale complex for solid waste customers.**
- **Gravel lot for future new employee parking lot near main entrance.**
- **Construct small information kiosk in traffic island between inbound and outbound lanes at main entrance.** A traffic director will be assigned here to address customer directional questions.
- **Install air infiltration equipment area.**
- **Install water storage tank for water capture and reuse.**
- **Install parking spaces on east side of building for accessing office entry and providing a bus parking area for visiting educational tours.**
- **Install fire hydrant locations on perimeter of building as needed; final confirmations needed from MDRR engineering consultant.**

Operational Assumptions:

Use footprint for future Phase 5 (1600 Loveridge Road) or Phase 8A of North Building as lay down area for construction of the South Building. These areas can also be used for parking for drivers and staging for tractor trailers.

Keep temporary employee parking on the 1600 Loveridge property. Keep rolloff storage in graveled lot on 1600 Loveridge property.

Continue C&D operations as is, including customers (self haul, and commercial) using temporary scale complex scales, during construction of the South Building.

Move the C&D operations into the South Building once complete.

Phase **Description**

Remove modular building for employee breakroom to support C&D ops. once the C&D operation is relocated into the South Building. At this point will need an electric powered processing system for grinding and screening wood waste materials in the South Building.

Use existing temp. scale house complex in drive aisle along west side of South Building for public C&D customers until the new public scale complex for organics and C&D is completed.

Phase 3A: ***1300 Loveridge improvements (existing TS and MRF complex) – Install New C&D Processing Equipment***

- **Install new C&D processing equipment into the South building.**
- **Install water tanks in transfer trailer parking area and at main facility entrance.** Water tank (stainless steel) at main entrance would also be wrapped with facility name/logo.
- **Consider installing a fuel island in the northwest corner of paved truck parking lot.**
- **Construct new employee parking lot near main entrance**. Ideally access for this parking lot would be thru 1600 Loveridge and not the main entrance.

Operational Assumptions:

Keep temporary employee parking and rolloff storage on the 1600 Loveridge property graveled lot until the new employee parking lot is completed.

Remove existing C&D processing equipment to make way for new equipment. Wood waste could be processed in the North Building if an electric grinder is available.

Use future Phase 4A (South Building expansion) area for staging/laydown for construction. This area can also be used for parking for drivers and staging for tractor trailers if needed.

Phase 4: ***1300 Loveridge improvements (existing TS and MRF complex) – South Building Equipment expansion (for C&D processing operations)***

- **Retrofit new C&D processing equipment if needed for expanded volumes.**

Operational Assumptions:

Use future Phase 8A (AD operation) area, or future Phase 5 (Gasification operation) area for staging/laydown for construction.

Move rolloff storage to future Phase 8A area.

Modify C&D processing operations if conducting a retrofit.

Phase 5: ***1300 Loveridge improvements (existing TS and MRF complex) – Install Gasification Operation***

- **Install gasification equipment and test operation.**
- **Consider installing new fuel island and/or potential charging stations if transfer fleet is electrified.**

Phase **Description**

Operational Assumptions:

May have to temporarily relocate some tractor trailers to other parking places onsite while paving of lot occurs.

Staging and laydown for the installation of the gasification system will have to occur in close proximity to the operation.

Phase 6: ***1300 Loveridge improvements (existing TS and MRF complex) – Transfer Station Tipping Area Initial Expansion***

- **Construct initial phase of Transfer Station Building expansion for tipping only**. This includes construction of the back-in tunnel and loadout port on the north side of the expansion.
- **Install pavement on south side of expansion**.

Operational Assumptions:

Use future Phase 6A and gravel area between transfer trailer parking area and existing sloped drive aisle west of existing Tipping Building for staging/laydown activities. Future Phase 8A area may also be used for staging/laydown. These areas can also be used for parking for drivers and staging for tractor trailers.

Some solid waste route trucks may be temporarily redirected to the self-haul tipping area.

Once gasification operation is fully operation then processed wood waste materials will be hauled/transferred from the South Building to this new operation.

Phase 6A: ***1300 Loveridge improvements (existing TS and MRF complex) – Transfer Station Tipping Area Final Expansion***

- **Construct second phase of Transfer Station Building expansion for future installation of mixed waste processing equipment.**

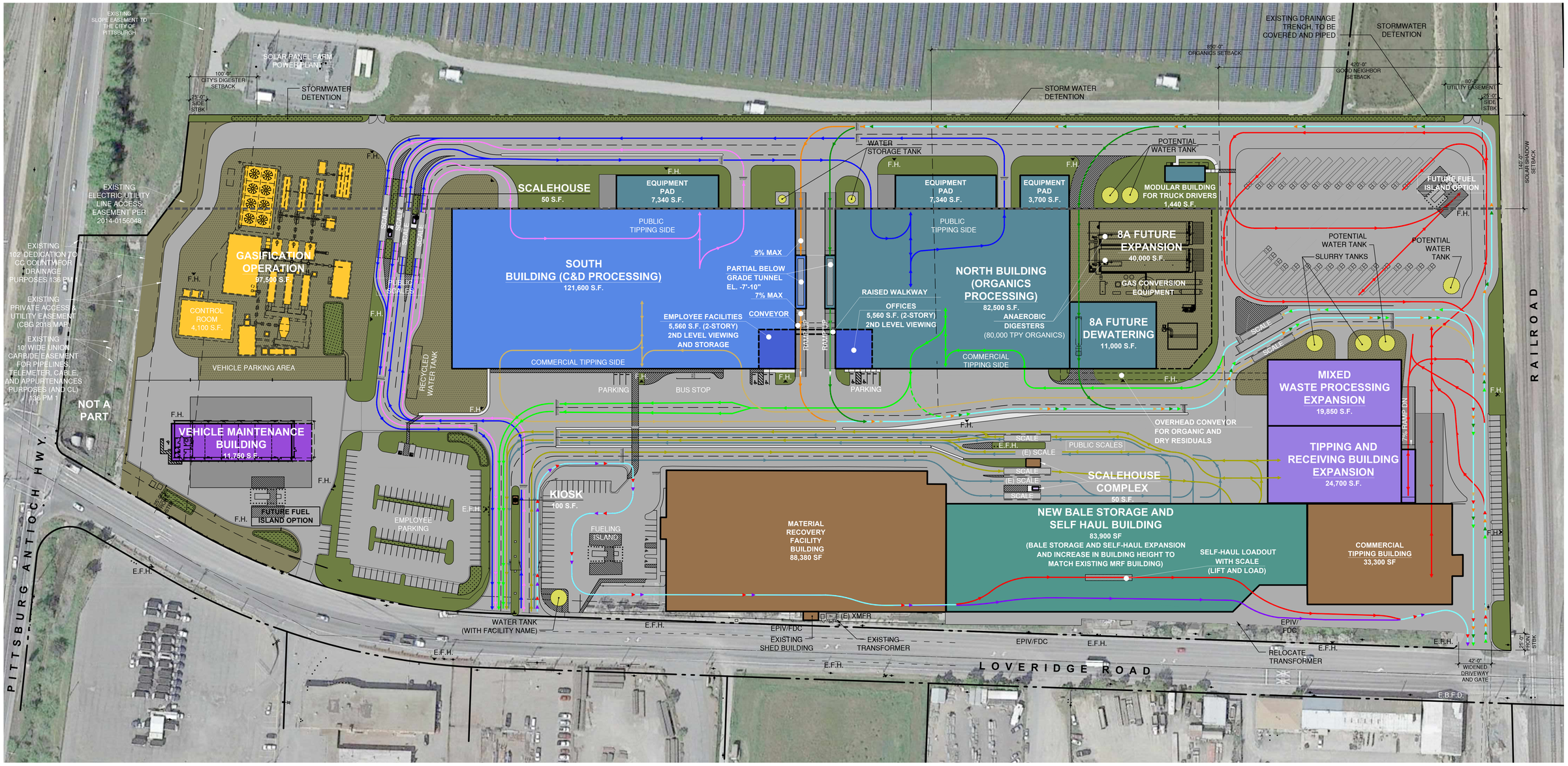
Operational Assumptions:

Use gravel area for Phase 8A for staging/laydown. This area can also be used for parking for drivers and staging for tractor trailers.

Phase 7: ***1300 Loveridge improvements (existing TS and MRF complex) – Bale Storage and Self Haul Building***

Construct new building, or phased construction of a building, to house bale storage area and expanded self haul tipping area. New building will be same clear height as MRF processing building. Construction will also include adding a new self-haul loadout area (lift and load) off the back side (east) of the building. For example, the bale storage portion of the building may be constructed first and possibly included as part of an earlier phase such as Phase 2.

APPENDIX B.
PROJECT PLANS



LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- C & D PROCESSING BUILDING
- PROPOSED GASIFICATION OPERATION
- PROPOSED TIPPING AND RECEIVING BUILDING
- PROPOSED BALE STORAGE AND SELF HAUL EXPANSION
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE LOADOUT RAMP

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
- F.H. PROPOSED FIRE HYDRANT
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

BUILDING AREA

PROPOSED IMPROVEMENTS		
PHASE 1	VEHICLE MAINTENANCE FACILITY	11,750 S.F.
PHASE 2	NORTH BUILDING (ORGANICS PROCESSING) (INCLUDING 2-STORY OFFICE AND EQUIPMENT PAD)	95,400 S.F.
PHASE 3 & 4	SOUTH BUILDING (C&D PROCESSING) (INCLUDING 2-STORY OFFICE AND EQUIPMENT PAD)	134,500 S.F.
PHASE 5	GASIFICATION OPERATION	97,500 S.F.
PHASE 6	EXPANSION TIPPING & RECEIVING (INCLUDING LOADOUT)	24,700 S.F.
PHASE 6A	MIXED WASTE EXPANSION FOR PROCESSING	19,850 S.F.
PHASE 7	EXISTING BALE STORAGE EXPANSION (REMOVED)	-34,214 S.F.
	EXISTING SELF HAU (REMOVED)	-35,480 S.F.
	SELF HAUL / BALE STORAGE EXPANSION	83,900 S.F.
PHASE 8	AD EXPANSION I-SHAPED	51,000 S.F.
	TOTAL SQUARE FOOTAGE ALL NEW BUILDINGS	440,900 S.F.
EXISTING BUILDINGS (TO REMAIN)		
	MATERIAL RECOVERY FACILITY	88,380 S.F.
	TIPPING BUILDING	33,300 S.F.
	TOTAL EXISTING	121,680 S.F.
FUTURE IMPROVEMENTS		
	TOTAL FUTURE	448,900 S.F.
	TOTAL BUILDING AREA	570,580 S.F.

SITE INFORMATION

ADDRESS:
1300 LOVERIDGE ROAD
PITTSBURG, CA 94565

APN(S):
073-200-013, 014, 015, 027, 028, 029

GEN. PLAN / ZONING: IG - INDUSTRIAL BUSINESS PARK

SITE AREA:
36.11 ACRES

NEW IMPERVIOUS SURFACES: 16.8 ACRES

VICINITY MAP

JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH
TRUE NORTH

MASTER SITE PLAN

MDRRP
MATERIAL RECOVERY FACILITY AND TRANSFER STATION
1300 Loveridge Rd, Pittsburg, CA 94565

Job No. 5552
08.16.2021

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MP

Phase **Description**

Operational Assumptions:

New building construction will have to be phased to limit impact to existing bale storage and self-haul tipping operations. For example, one half of the building can be constructed (e.g., the bale storage area) at a time. When the first half of the building is completed, operations can be flipped from the old area into the new area. Likely will require some outdoor storage of bales and/or placement of trailers for temp. storage of bales. Bales can also be tarped.

Some self haul loads may require tipping in the commercial tipping area of the expanded Transfer Station.

Future Phase 8A area will be the primary area used for staging/laydown for construction.

Phase 8: ***1300 Loveridge improvements (existing TS and MRF complex) - Install Mixed Waste Processing Equipment***

- **Installation of mixed waste processing equipment in the designated area of the expanded transfer station.**

Operational Assumptions:

There may be limited staging and laydown area in the immediate vicinity of the operation.

Phase 8A: ***1300 Loveridge improvements (existing TS and MRF complex) – Install Anaerobic Digestion (AD) System and Pre-Processing Equipment***

- **Installation of anaerobic digesters, up to two, and necessary pre-processing equipment to produce slurry.** The existing organics pre-processing system will likely be modified (e.g., add shredders, slurry tanks, etc.) as necessary to handle source separated organic materials and organics recovered from the mixed waste processing system. An overhead conveyor system will also be added to move the recovered organics materials (from the mixed waste processing system) to the North Building pre-processing system area. An eco- wall, 30-ft' high will also be constructed around the operation to shield the operations; the operation will not be covered per code requirements.

Operational Assumptions:

Construction staging and laydown will have to occur in the immediate vicinity of the operation.

Phase 8A – Alternate: ***1300 Loveridge improvements (existing TS and MRF complex) – Additional Expansion of the North Building***

- **This alternative assumes the AD system is not installed. The North Building would simply be expanded with some potential for modifications to the existing pre-processing system if needed for compost processors.**

Operational Assumptions:

Construction staging and laydown will have to occur in the immediate vicinity of the operation.

APPENDIX C.
MT. DIABLO RESOURCE RECOVERY PARK DRAFT EIR – EXECUTIVE SUMMARY OF IMPACTS AND MITIGATION MEASURES, 2015

This section provides an overview of the proposed Mt. Diablo Resource Recovery Park project (project; proposed project) and the environmental analysis. For additional detail regarding specific issues, please consult the appropriate section (3.1 through 3.8) in Chapter 3, Environmental Analysis, of this Draft Environmental Impact Report (Draft EIR; DEIR).

The City of Pittsburg was identified as the lead agency for the proposed project. In accordance with Section 15082 of the California Environmental Quality Act (CEQA) Guidelines, the City prepared and distributed a Notice of Preparation (NOP) of an EIR on May 18, 2011 (SCH# 2011052053). This notice was circulated to the public, local, state, and federal agencies, and other interested parties to solicit comments on the proposed project. The NOP is presented in **Appendix A**. In addition, an Initial Study was prepared for the project and released for public review at the same time as the NOP. The Initial Study is also included in **Appendix A**. The City filed a Notice of Completion with the State Clearinghouse for the Draft EIR on December 16, 2014, concurrently kicking off a 45-day public review period for the Draft EIR document and associated technical appendices. The public review period on the Draft EIR ends on January 30, 2015, after which the City will respond in writing to all environmental comments received and incorporate those into a Final Environmental Impact Report (FEIR) for consideration by the City of Pittsburg City Council.

ES1 PURPOSE AND SCOPE OF THE ENVIRONMENTAL IMPACT REPORT

This Draft EIR provides an analysis of the potential environmental effects associated with the approval of the proposed project, pursuant to CEQA (California Public Resources Code Section 21000, et seq.) and the State CEQA Guidelines (14 California Code of Regulations, Section 15000, et seq.). For a complete description of the project, see Section 2.0, Project Description, of this DEIR.

The DEIR analysis focuses on potential impacts that could result from development of the proposed project. Where appropriate, some impacts are analyzed under future conditions, which assume buildout of reasonably foreseeable projects in the area as appropriate under cumulative analysis conditions. All project-specific impacts are measured against the conditions that existed at the time of release of the Notice of Preparation (May 2011).

ES2 PROJECT CHARACTERISTICS

The proposed project consists of a Conditional Use Permit (CUP) to expand the capacity, operations, and land area of the existing Mt. Diablo Recycling Facility (MDRF) and the Recycling Center and Transfer Station (RCTS). The expanded facility will be called the Mt. Diablo Resource Recovery Park (MDRRP). The MDRRP will consist of the Mt. Diablo Recycling Facility, Transfer/Processing Facility, Mixed Construction and Demolition (C&D) Processing Facility, and Organics Processing Facility (currently known as the Green Material Processing Operations Area), which are existing facilities proposed for operational expansion. The project also includes a proposal for a new Biomass Gasification Unit, the addition of a 15-acre parcel adjacent to and west of the existing site for vehicle and equipment storage, and the addition of the 3.5-acre parcel located south of the existing site for a new truck maintenance facility and yard that would be relocated from a site east of the MDRRP across Loveridge Road. Concurrently, the solid waste permit is being revised to reflect the proposed project components. A summary of the proposed operational and physical changes to the facility is provided below.

MT. DIABLO RECYCLING FACILITY

The proposed project would result in the following changes to the existing Mt. Diablo Recycling Facility:

- Increase the permitted tonnage from 500 tons per day (TPD) to 1,000 TPD.
- Add a second processing line for commercial material consistent with AB 341, which requires a commercial recycling program.
- Include additional commingled recyclable materials for processing.
- Add solar panels to the rooftop to generate 800 kilowatts of energy.
- Expand area to provide additional parking and commodity and equipment storage.

TRANSFER/PROCESSING FACILITY

The proposed project would result in the following changes to the existing RCTS:

- Increase the permitted tonnage of municipal solid waste transferred and processed at the facility from 1,500 to 2,700 TPD.
- Add commercial and residential food waste processing capacity within the building to produce up to 480 TPD of compost and/or anaerobic digestion feedstock.
- Add solar panels to the rooftop to generate 800 kilowatts-hours of energy (combined output with the panels on the roof of the MDRF).
- Expand area to provide additional parking and commodity and equipment storage.

ORGANICS PROCESSING FACILITY

The project proposes the following changes to the existing Green Material Processing Area:

- Allow the processing of co-collected green material and food material from residential sources.
- Increase permitted tonnage from 200 to 800 TPD with up to 10,000 cubic yards of storage.
- Increase the permitted operating hours from 7 a.m. to 6 p.m. to 24 hours per day.
- Add a second grinder.

MIXED C&D PROCESSING FACILITY

The project proposes the following changes to the existing Mixed C&D Processing Facility:

- Add additional bays to the existing processing line.
- Add a second similar processing line.

- Increase the permitted tonnage from 450 to 1,000 TPD.
- Add additional processing for dry commercial recyclables and self-haul wastes.
- Expand areas for storage of commodities and equipment, and parking.
- Increase the operating hours from 7 a.m. to 5 p.m. to 4 a.m. to 10 p.m.

BIOMASS GASIFICATION UNIT

The project proposes to construct and operate a Biomass Gasification Unit (BGU) on a currently undeveloped site located at the northwestern corner of the project site. The proposed BGU portion of the project would include the following:

- Construct and operate a BGU.
- Allow 24-hour operation and maintenance of the unit.
- Utilize 40 TPD of clean wood chips processed at the on-site Organics Processing Facility or the Material Processing Area as the fuel source for the BGU.
- Generate 1 megawatt per hour of renewable energy primarily for use for on-site operations.
- Install transmission lines to power the Mt. Diablo Recycling Facility and the Mixed C&D Processing Facility and to sell excess electricity to Pacific Gas and Electric (PG&E).

TRUCK MAINTENANCE FACILITY AND YARD

The project proposes to construct and operate a Truck Maintenance Facility and Yard on an approximate 3.5 acre area located at the southeastern portion of the site (former GWF site). The proposed facility would replace an existing facility currently located east of the project site across Loveridge Road. The proposed Truck Maintenance Facility and Yard would include the following:

- Construct and operate an 18,000 square foot building, comprised of a 15,600 square foot shop and a 2,400 square foot office/storage area, with 2,000 square feet of open air canopies.
- Relocate the existing truck fueling island from the MDRF main parking area.

ADDITIONAL LAND

The project proposes to add land to accomplish the following:

- Add 15 acres along the westerly border for vehicle and equipment storage, and containerized commodity storage.
- Add the 3.5-acres along the southerly border for the truck maintenance facility and yard discussed above.

ES3 PROJECT ALTERNATIVES SUMMARY

The CEQA Guidelines Section 15126.6 requires that an EIR describe a range of reasonable alternatives to the project that could feasibly attain the basic objectives of the project and reduce the degree of environmental impact. Section 5.0, Alternatives to the Project, provides a qualitative analysis of alternatives as compared to the proposed project. Alternatives identified for the proposed project include the following:

Alternative 1—No Project Alternative. Alternative 1, the no project alternative, assumes the existing Mt. Diablo Recycling Center and Transfer Station would continue to operate under its current permitted capacities and that no physical improvements would be made at the project site. This alternative also assumes that no revisions would be made to the facility's current Solid Waste Facility Permit issued by the California Department of Resources Recycling and Recovery (CalRecycle). The facility is currently permitted to process a throughput of 2,650 tons per day (TPD).[1] The facility currently processes less than its permitted capacity, approximately 1,181 TPD. This alternative assumes that the facility would ultimately increase operations to the permitted levels (a 125 percent increase from existing operations), with a proportionate increase in the number of truck and vehicle trips entering and leaving the site. The current permitted capacity is less than the total capacity requested for the proposed project, which is 5,500 TPD.

Alternative 2—Biomass and Solar Alternative. Alternative 2, the biomass and solar alternative, assumes that the facility's permitted capacities would not be increased and no new programs would be added to the Mt. Diablo Recycling Facility, Transfer/Processing Facility, Mixed Construction and Demolition (C&D) Processing Facility, or Organics Processing Facility, with the exception of the 40 tons per day increase in clean wood chips to fuel the biomass plant. This alternative assumes only the construction of the Biomass Gasification Unit on approximately 3.5 acres of expansion land and installation of the solar panels would move forward. Because the facility's capacities would not be substantially increased, no revisions to the facility's Solid Waste Facility Permit would be requested and the proposed addition of sort lines, bays, and other equipment would not be required.

Alternative 3—Limited Expansion Alternative (Typical Operating Conditions). Alternative 3, the limited expansion alternative, assumes that there would be increases at the Mt. Diablo Recycling Facility, Transfer/Processing Facility, Mixed Construction and Demolition (C&D) Processing Facility, or Organics Processing Facility. The existing facility has historically operated below the facility's permitted levels. While the DEIR analysis assumes that the expanded facility under the proposed project would operate every day at the maximum permitted level currently requested, the limited expansion alternative assumes the permit would seek an expansion to only 55 percent of the requested permit level of the proposed project. Therefore, the operating condition of the facility under the limited expansion alternative (operating at 55 percent of the maximum permitted level under the proposed project) would be 3,050 tons per day (TPD), compared to 5,500 TPD for the proposed project. This alternative was analyzed as "typical operating conditions" in the traffic impact study and in Section 3.7, Transportation and Circulation of this DEIR.

ES4 AREAS OF CONTROVERSY AND ISSUES TO BE RESOLVED

Comments received on the NOP are included in **Appendix A** of this Draft EIR. Comments that are related to the scope of the environmental analysis are summarized in Section 1.0, Introduction, and include issues such as traffic operations, solid waste operations, odor and wastewater service. Additional comments were received that did not concern the adequacy or scope of the environmental analysis under CEQA.

Concerns raised in response to the NOP were considered during the preparation of the Draft EIR.

ES5 SUMMARY OF ENVIRONMENTAL IMPACTS

Table ES-1 displays a summary of project impacts and proposed mitigation measures that would avoid or minimize potential impacts. In the table, the level of significance is indicated both before and after the implementation of each mitigation measure. For detailed discussions of project impacts and mitigation measures, the reader is referred to the technical environmental analysis in Sections 3.1 through 3.8 in this Draft EIR.

Of the potential environmental impacts discussed in the Draft EIR, the following air quality and traffic impacts are considered significant and unavoidable. CEQA Guidelines Section 15126.2(b) requires an EIR to discuss unavoidable significant environmental effects, including those that can be mitigated but not reduced to a level of insignificance.

The significant and unavoidable project impacts are in the following air quality and traffic topic areas. The traffic topic areas are further identified as "typical operating conditions" at approximately 55 percent of permitted capacity and "maximum permitted operating conditions" at 100 percent permitted capacity (see Section 3.7, Transportation and Circulation, of this Draft EIR for further discussion of typical and maximum operating conditions):

- Short-Term Construction Emissions (Impact 3.1.1). Mitigation identified for the project, which include measures to reduce fugitive dust, area-source, and mobile-source emissions, would reduce maximum daily construction emissions but not below the BAAQMD's significance threshold of 54 lbs/day for each pollutant. Therefore, short-term construction emissions remain significant and unavoidable.

- Project-Specific Traffic Impacts (Impact 3.7.1). Mitigation identified for the project, which includes payment of Capital Improvement Program (CIP) fees, would improve level of service at impacted intersections to less than significant. However, while the improvements are listed in the CIP, there is no funding plan identified. Since funding for the full improvement is not certain, this impact remains significant and unavoidable.

  - *Typical Operating Conditions*—Based on Contra Costa Transportation Authority (CCTA) methodology, the Pittsburg-Antioch Highway/Loveridge Road intersection would degrade from level of service (LOS) B to LOS high-D during the AM peak hour and would degrade from LOS E to LOS F (an increase in the volume-to-capacity ratio (V/C) of more than 0.01) during the PM peak hour.

  - *Maximum Permitted Operating Conditions*—Based on CCTA methodology, the SR 4 Eastbound Ramps/Loveridge Road intersection would degrade to LOS high-D (V/C of 0.85 to 0.90) during the PM peak hour, thus resulting in a significant impact. Additionally, the Pittsburg-Antioch Highway/Loveridge Road intersection would degrade from LOS B to LOS F during the AM peak hour and would degrade from LOS

E to LOS F (an increase in V/C of more than 0.01) during the PM peak hour. Based on the Highway Capacity Manual (HCM) methodology, both the SR 4 Eastbound Ramps/Loveridge Road and Pittsburg-Antioch Highway/Loveridge Road intersections would operate at LOS F during at least one of the peak hours.

- Cumulative Traffic Impacts (Impact 3.7.2. While most intersections studied in the DEIR would operate acceptably under cumulative conditions, the addition of project-generated traffic to projected future traffic would result in unacceptable conditions under typical operating conditions or maximum permitted operating conditions. The traffic study determined that widening along Loveridge Road to accommodate an additional northbound lane may be infeasible due to the railroad crossing and right-of-way constraints. Therefore, the operating conditions at this intersection remain significant and unavoidable.

  - *Typical Operating Conditions*—Based on the HCM methodology, the Pittsburg-Antioch Highway/Loveridge Road intersection would operate at LOS F during both AM and PM peak hours with the addition of project traffic under typical operating conditions.

  - Maximum Permitted Operating Conditions—Based on CCTA methodology, the Pittsburg-Antioch Highway/Loveridge Road intersection would degrade to LOS D during the AM peak hour and to LOS E during the PM peak hour. Based on the HCM methodology, the Pittsburg-Antioch Highway/Loveridge Road intersection would operate at LOS F during both AM and PM peak hours with the addition of project traffic.

TABLE ES-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact		Level of Significance Without Mitigation	Mitigation Measure		Resulting Level of Significance
3.1 Air Quality					
Impact 3.1.1	Construction-related emissions of criteria air pollutants and precursors could violate or contribute substantially to an existing or projected air quality violation, expose sensitive receptors to substantial pollutant concentrations, and/or conflict with air quality planning efforts.	PS	**MM 3.1.1**	a. The proposed project shall implement BAAQMD-recommended best management practices for the control of fugitive dust including, but not limited to, the following: 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved areas of vehicle travel) shall be watered two times per day. 2. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 3. All vehicle speeds on on-site unpaved areas shall be limited to a maximum of 15 miles per hour. 4. All parking areas, equipment pads, and driveways shall be paved as soon as possible. Equipment pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 5. Where applicable, plant vegetative ground cover (fast-germinating native grass seed) in disturbed areas as soon as possible.	SU

LS – Less than Significant PS – Potentially Significant S – Significant SU – Significant and Unavoidable
LCC – Less than Cumulatively Considerable CC – Cumulatively Considerable

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		6. A publicly visible sign shall be posted at the site entrance identifying the telephone number and name of the person to contact at the construction site regarding dust complaints. The phone number of the City contact person and/or department shall also be posted to ensure compliance. All complaints, including any necessary corrective actions implemented to address the complaint, shall be documented and responded to within 48 hours. Designated City compliance monitoring staff and/or department shall be notified of all complaints received. b. The following measures shall be implemented to reduce construction-generated mobile-source emissions: 1. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. 2. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.	

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		3. Heavy-duty (i.e., 25 horsepower or greater) off-road construction equipment shall, at a minimum, meet Tier 3 emission standards. c. The above measures or any additional or modified measures listed by the Bay Area Air Quality Management District at the time of construction shall be implemented to the degree mandated by the discretion of the City at the time of issuance of any development permits. Timing/Implementation: Measures shall be added as conditions of approval for all development permits Enforcement/Monitoring: City of Pittsburg Development Services Department	
Impact 3.1.2 Long-term operational emissions of criteria air pollutants and precursors could violate or contribute substantially to an existing or projected air quality violation, expose sensitive receptors to substantial pollutant concentrations, and/or conflict with air quality planning efforts.	PS	**MM 3.1.2a** The project applicant shall demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards. Timing/Implementation: Prior to operation of new facilities Enforcement/Monitoring: City of Pittsburg Development Services Department and Department of Environmental Affairs **MM 3.1.2b** The operator shall provide a report on the throughput tonnage processed at the facility that would result in operational emissions of NO_x at 90% of the allowable threshold of 54 pounds per day and 10 tons per year (i.e., 48.6 pounds of NO_x per day or nine tons of NO_x per year).	LS

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		The report shall be included as a condition of approval of the use permit and shall be completed by a qualified air quality professional within one year of approval of the use permit for the expansion. Project-generated tonnages and estimated emissions based on the report shall be evaluated commencing at the five-year state permit review and each year thereafter as tonnage reports are submitted to the City Department of Environmental Affairs and Development Services Department. Once the throughput tonnages reach the amount determined in the report to result in 48.6 pounds of NO_x daily or nine or more tons of NO_x annually, the operator shall prepare and submit project-generated emissions reports, as described in MM 3.1.2c. Timing/Implementation: Completion of the report shall be a condition of approval of the use permit and shall be completed prior to issuance of the Solid Waste Facility Permit. Enforcement/Monitoring: City of Pittsburg Development Services Department and Department of Environmental Affairs. **MM 3.1.2c** Once the project receives a tonnage throughput resulting in 90% of assumed Nox emissions (48.6 pounds of NOx per day or nine tons of NOx per year) as indicated by annual tonnage reports submitted to the City's Department of Environmental Affairs and Development	

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		Services Department, the operator shall obtain the services of a qualified specialist, approved by the City Development Services Department in conjunction with the Department of Environmental Affairs, to prepare and submit an annual air quality report showing project-generated NOx emissions. The annual emissions evaluation shall identify project-generated increases in emissions over those existing at the time of the approval of the use permit, any emission reduction strategies that have been implemented (i.e., use of cleaner equipment, etc.), and any emissions offsets or additional mitigation measures, as described in MM 3.1.2d, that will be implemented sufficient to achieve the threshold of 54 pounds of NOx per day or 10 tons of NOx per year. Emissions analyses shall be submitted to the City by April 1 of the following year. Upon approval of the annual air quality report by the City, documentation of any emissions offsets or additional mitigation strategies that have been implemented shall be provided to the City within 30 calendar days. Timing/Implementation: Annually as described Enforcement/Monitoring: City of Pittsburg Development Services Department and Department of Environmental Affairs **MM 3.1.2d** Based on the information provided in the annual report described in MM 3.1.2c, the proposed project shall implement on-	

Impact		Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
			site control measures and/or purchase emissions offsets sufficient to limit net increases (as defined) in operational NOx emissions to no more than 54 pounds per day or 10 tons of NOx per year. Measures shall be implemented on an ongoing basis corresponding to increases in operational activities. Measures to be implemented to reduce operational NOx emissions may include, but are not limited to, the following: • Use of alternatively fueled vehicles and off-road equipment • Electrification of on-site equipment. • Reductions in the number of pieces of motorized equipment and/or hours of use. • Replacement/conversion of existing off-road equipment sufficient to meet, at a minimum, ARB's Tier 4i emission standards, or equivalent. • Secure emission reduction credits (ERCs) to offset NOx emissions per BAAQMD Regulations 2-2-215, 302, and 303. Timing/Implementation: Annually as described Enforcement/Monitoring: City of Pittsburg Development Services Department and Department of Environmental Affairs	
Impact 3.1.3	Implementation of the proposed project would not contribute to traffic volumes at primarily affected intersections that would exceed BAAQMD's screening criteria. As a result, localized concentrations of mobile-	LS	None required.	LS

Impact		Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
	source CO are not projected to exceed applicable ambient air quality standards.			
Impact 3.1.4	Implementation of the proposed project would not result in incremental increases in risk or hazards at nearby sensitive receptors that would exceed applicable significance thresholds.	LS	Implement mitigation measure MM 3.1.2a	LS
Impact 3.1.5	Subsequent land use activities associated with implementation of the proposed project would not create objectionable odors affecting a substantial number of people due to compliance with an Operations and Odor Impact Minimization Plan submitted with the proposed land use application.	LS	None required.	LS
Impact 3.1.6	The proposed project, in combination with emission sources in the San Francisco Bay Area Air Basin, would result in a cumulatively considerable net increase of criteria air pollutants and precursors.	LCC	Implement mitigation measures MM 3.1.1 and MM 3.1.2a through d.	LCC
Impact 3.1.7	The proposed project, in combination with nearby emission sources, would not result in predicted risks or hazards that would exceed applicable significance thresholds at nearby sensitive receptors.	LCC	Implement mitigation measure MM 3.1.2a	LCC
Impact 3.1.8	Implementation of the proposed project would not result in a cumulatively considerable increase of odorous emissions that would adversely impact nearby sensitive receptors.	LCC	None required.	LCC

Impact		Level of Significance Without Mitigation	Mitigation Measure		Resulting Level of Significance
3.2 Climate Change and Greenhouse Gases					
Impact 3.2.1	Implementation of the proposed project would not result in a net increase in greenhouse gas emissions that could potentially conflict with the goals of AB 32 or result in a significant impact on the environment.	LCC	*None required.*		LCC
3.3 Hazards and Hazardous Materials					
Impact 3.3.1	Implementation of the proposed project would result in the routine transport, use, and disposal of hazardous materials during both construction and operation that could pose a potential hazard to the public and the environment. However, federal, state, and local regulations provide a comprehensive regulatory system for handling, using, and transporting hazardous materials in a manner that protects human health and the environment	LS	None required.		LS
Impact 3.3.2	Construction workers could be exposed to hazardous materials during site preparation. However, compliance with existing applicable worker health and safety laws and regulations would minimize potential for exposure.	LS	**MM 3.3.2a**	The project applicant shall either update the existing facility's Construction Worker Site Health and Safety Plan or prepare a new plan to include the entire current project site and proposed site preparation and construction activities. The completed plan shall be implemented during all project construction activities. The plan shall address the potential for workers to be exposed to contaminated soils and shall provide specific measures to be implemented to ensure worker health and safety. These measures may include site controls, use of protective clothing, soil watering, hazard awareness training for workers, and/or emergency medical response procedures.	LS

Impact		Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
			Timing/Implementation: Prior to issuance of grading permits for the 18.5 acre expanded site Enforcement/Monitoring: City of Pittsburg Development Services Department/Department of Toxic Substances Control (DTSC)	
			MM 3.3.2b The project applicant shall comply with all relevant requirements of the Covenant to Restrict Use of Property, Environmental Restriction (Re: A limited portion of County of Contra Costa APN 073-200-021 UPI Pittsburg Facility Site L-A Property, DTSC site code number 520024), DOC-2010-0132574-00 recorded by the Contra Costa County Clerk-Recorder's office on July 1, 2010. Timing/Implementation: During Site Preparation and Construction Enforcement/Monitoring: City of Pittsburg Development Services Department/DTSC	
Impact 3.3.3	Construction and operation of the proposed project would not interfere with implementation of the City's Emergency Operations Plan (EOP).	LS	None required.	LS
Impact 3.3.4	Implementation of the proposed project, along with other proposed, planned, approved, and reasonably foreseeable projects in the area, would have a less than cumulatively considerable impacts related to hazards and hazardous materials.	LCC	None required.	LCC

Impact		Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
3.4 Hydrology and Water Quality				
Impact 3.4.1	On-site drainage is treated by existing on-site water quality measures to minimize pollutant load. Wastewater generated on-site is treated at the Delta Diablo Sanitation District Wastewater Treatment Plant, which is in compliance with all applicable water quality standards and waste discharge requirements.	LS	None required.	LS
Impact 3.4.2	Implementation of the proposed project would not result in the depletion of groundwater supplies or interference with groundwater recharge.	LS	None required.	LS
Impact 3.4.3	Implementation of the proposed project would result in a slight increase in on-site stormwater runoff. However, the existing on-site drainage system has adequate capacity to accept, treat, and convey increased flows. In the case that the 3.5 acre area to the south is rerouted to the ditch, a 0.2 acre detention system would be constructed to not exceed the available capacity of the downstream ditch.	LS	None required.	LS
Impact 3.4.4	Construction activities could introduce pollutants and sediments into stormwater runoff on the project site, potentially degrading downstream surface drainages and groundwater.	LS	None required.	LS
Impact 3.4.5	Operation of the proposed project would introduce sediments and other contaminants typically associated with commercial development into stormwater runoff, potentially resulting in the degradation of downstream surface water and underlying groundwater quality.	LS	None required.	LS

Impact		Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
Impact 3.4.6	A portion of the project site proposed for development is located within a flood zone. In addition, the project site is located in proximity to the Suisun Bay/Sacramento River Delta and may be at risk of flooding as a result of seiche/tsunami waves. However, compliance with existing City standards would minimize potential hazards.	LS	None required.	LS
Impact 3.4.7	The proposed project, in combination with approved, proposed, and other reasonably foreseeable projects in the cumulative setting area, would not contribute significantly to degradation of water quality in area surface drainages and groundwater supplies.	LCC	None required.	LCC
Impact 3.4.8	The proposed project, in combination with approved, proposed, and other reasonably foreseeable projects in the cumulative setting area, would place structures within a flood zone. However, compliance with existing City standards would minimize potential hazards.	LCC	None required.	LCC
3.5 Land Use				
Impact 3.5.1	The proposed project is consistent with the existing land use designation and zoning district for the site and requires a Use Permit.	LS	None required.	LS
Impact 3.5.2	The proposed project, in combination with other approved, proposed, and reasonably foreseeable projects in the cumulative study area, could conflict with the City's Zoning Ordinance.	LCC	None required.	LCC

Impact		Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
3.6 Public Services and Utilities				
Impact 3.6.1.1	Implementation of the proposed project could result in an increased demand for fire protection services, requiring new or expanded CCCFPD facilities or equipment.	LS	None required.	LS
Impact 3.6.1.2	The project proposes modifications to the layout of the facilities and operations on the project site that may result in inadequate access for emergency vehicles and personnel in the event of a fire or other emergency situation.	LS	*None required.*	LS
Impact 3.6.1.3	The project would contribute to cumulative demand for fire protection and emergency medical services.	LCC	None required.	LCC
Impact 3.6.2.1	Implementation of the proposed project would substantially increase the facility's water demands. However, the City and its wholesale provider would have sufficient water supplies available to meet the project's demand.	LS	None required.	LS
Impact 3.6.2.2	The proposed project, in combination with other cumulative development, would increase demand for potable water.	LCC	None required.	LCC
Impact 3.6.3.1	The proposed project could exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.	LS	None required.	LS
Impact 3.6.3.2	Implementation of the proposed project could require or result in the construction of new wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.	LS	None required.	LS

Impact		Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
Impact 3.6.3.3	Implementation of the proposed project could result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.	LS	None required.	LS
Impact 3.6.3.4	The proposed project, combined with other cumulative development, would increase demand for wastewater treatment facilities.	LCC	None required.	LCC
3.7 Transportation and Circulation				
Impact 3.7.1	Implementation of the proposed project would result in the degradation of operations at two study intersections.	S	**MM 3.7.1a** The proposed project shall contribute their fair share to implement the SR 4 widening project, which would result in improvements at the SR 4 Eastbound Ramps/Loveridge Road intersection that would increase capacity. These improvements include: • Convert the existing configuration from a "T" intersection to a four-leg intersection. • Modify eastbound approach from its current configuration which provides one shared left-turn/through lane and one right-turn lane to provide two left-turn lanes and one right-turn lane. • Modify southbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two left-turn lanes and two through lanes. • Modify northbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two through lanes and one right-turn lane.	SU

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		Timing/Implementation: Payment of fees shall be included as a condition of approval of a Conditional Use Permit Enforcement/Monitoring: City of Pittsburg Development Services Department **MM 3.7.1b** The proposed project shall contribute their fair share to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection: • Install a dedicated eastbound right-turn lane on Pittsburg-Antioch Highway. • Install a second westbound left-turn lane on Pittsburg-Antioch Highway. • Upgrade existing traffic signal equipment to accommodate the changed intersection lane configurations. Timing/Implementation: Payment of fees shall be included as a condition of approval of a Conditional Use Permit Enforcement/Monitoring: City of Pittsburg Development Services Department	
Impact 3.7.2 Operations at the Pittsburg-Antioch Highway/Loveridge Road intersection are projected to degrade with the addition of project traffic.	CC	**MM 3.7.2** The project applicant shall pay the project's fair share of the cost to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection: • Install an additional left-turn lane on the westbound Pittsburg-Antioch Highway approach. • Install a dedicated left-turn lane on the northbound Loveridge Road approach. • Convert the existing shared left-	CC SU

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		turn/through lane on the northbound Loveridge Road approach to be a through-only lane. • Modify signal phasing in the north/south direction from split phase to having protected left-turns. • Upgrade existing traffic signal equipment to accommodate the recommended intersection lane configurations. Timing/Implementation: Payment of fees shall be included as a condition of approval of a Conditional Use Permit Enforcement/Monitoring: City of Pittsburg Development Services Department	
Impact 3.8.1 Implementation of project-related activities could result in substantial adverse effects, either directly or through habitat modifications, to special-status species.	LS	**MM 3.8.1a** Burrowing Owl. Prior to any ground disturbance, a qualified biologist shall conduct a preconstruction survey for burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the CDFS's *Staff Report on Burrowing Owl Mitigation (Staff Report)*, published March 7, 2012. Surveys shall take place no more than 30 days prior to construction and will establish the presence or absence of burrowing owl and/or habitat features and evaluate habitat use by owls. During the surveys, all burrows and burrowing owls will be identified and mapped. If burrowing owls are found during the breeding season (February 1-August 31), the project proponent shall avoid all nest sites for the remainder of the breeding season or while the nest site is occupied by adults or young. Avoidance measures will include	LS

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		establishment of a 250-foot no disturbance buffer zone surrounding the nest burrow. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the non-breeding season (September 1-January 31), the project proponent shall avoid the owls and the burrows they are using through establishment of a 160-foot protective buffer zone surrounding the active burrow. If avoidance is not possible, passive relocation of occupied burrows shall be implemented outside the breeding season. Owls should be excluded from burrows by installing 1-way doors in burrow entrances. These doors should be in place for no less than 48 hours prior to excavation and the project area shall be monitored daily by a qualified biologist for one week to confirm that the owl has abandoned the burrow. Timing/Implementation: Prior to and during construction activities Enforcement/Monitoring: City of Pittsburg Development Services Department **MM 3.8.1b** Swainson's Hawk. Prior to any ground disturbance that occurs during the nesting season (March 15-September 15), a qualified	

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		biologist will conduct a preconstruction survey no more than one month prior to construction, to determine if occupied Swainson's hawk nests are present within 1,000 feet of the project site. If occupied nests are documented, project-related activities within 1,000 feet of an occupied nest site shall be prohibited to prevent nest abandonment. Project-related activities can proceed normally if a qualified biologist determines that young have fledged prior to September 15. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Furthermore, if the active nest site is shielded from view and noise from the project site by other development, topography, or other features (including off-site features), the applicant can apply to the HCP/NCCP Implementing Entity for a waiver of this avoidance measure. Waivers must also be approved by the USFWS and CDFW. While the nest is occupied, project-related activities outside the 1,000 foot buffer can take place. Timing/Implementation: Prior to and during construction activities Enforcement/Monitoring: City of Pittsburg Development Services Department **MM 3.8.1c** Golden Eagle. Prior to any ground disturbance that occurs during the nesting season (January 1 – August 31), a qualified biologist shall conduct a preconstruction survey not more	

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		than one month prior to construction, to determine whether active golden eagle nests are present within 0.5 mile of the project site. If active nests are present within 0.5 mile of the project site, project-related activities within 0.5 mile of the nest is prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Project-related disturbance may proceed once a qualified biological monitor determines that the nest has failed or that the young birds have fledged. Timing/Implementation: Prior to and during construction activities Enforcement/Monitoring: City of Pittsburg Development Services Department **MM 3.8.1d** Non-covered Raptor Surveys. If clearing and/or construction activities will occur during the raptor nesting season (January 15–August 15), preconstruction surveys to identify active raptor nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, and a 500-foot buffer (if feasible). If active nest sites are identified within 500 feet of project activities, the applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid	

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		construction-related disturbances to nesting raptors. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 250 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 250 feet) of LOPs may be adjusted through consultation with the CDFW and/or East Contra Costa County HCP/NCCP Implementing Entity. Timing/Implementation: Prior to and during construction activities Enforcement/Monitoring: City of Pittsburg Planning Department **MM 3.8.1e** Nesting Bird Surveys. If clearing and/or construction activities will occur during the migratory bird nesting season (February 15–August 15), preconstruction surveys to identify active migratory bird nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, including a 200-foot buffer. If active nest sites are identified within 200 feet of project activities, the applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to migratory bird nesting activities. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and	

Impact	Level of Significance Without Mitigation	Mitigation Measure	Resulting Level of Significance
		construction) will not occur and will be imposed within 100 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 100 feet) of LOPs may be adjusted through consultation with the CDFW and/or East Contra Costa County HCP/NCCP Implementing Entity. Timing/Implementation: Prior to and during construction activities Enforcement/Monitoring: City of Pittsburg Planning Department	
Impact 3.8.2 Implementation of project-related activities may result in substantial adverse effects, either directly or through habitat modifications, to riparian habitat or sensitive natural communities.	LS	None required.	LS
Impact 3.8.3 Implementation of project-related activities would not result in substantial adverse effects to federally protected wetlands.	NI	None required.	NI
Impact 3.8.4 Implementation of project-related activities would not result in substantial adverse effects to wildlife movement.	NI	None required.	NI
Impact 3.8.5 The proposed project would not conflict with any policies, ordinances or plans, including the East Contra Costa County HCP/NCCP.	LS	Implement mitigation measures **MM 3.8.1a** through **MM 3.8.1e**.	LS
Impact 3.8.6 The proposed project, in combination with other reasonably foreseeable projects, could result in mortality and loss of habitat for special-status species and sensitive habitat. However, the ECCC HCP/NCCP addresses and mitigates regional biological resource impacts.	LCC	Implement mitigation measures **MM 3.8.1a** through **MM 3.8.1e**.	LCC

APPENDIX D.
MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

The California Environmental Quality Act (CEQA) Guidelines, Section 15091(d), requires public agencies, as part of the certification of an environmental impact report, to adopt a mitigation monitoring and reporting program to ensure that changes made to the project as conditions of project approval to mitigate or avoid significant environmental effects are implemented. The Mitigation Monitoring and Reporting Program (MMRP) contained herein is intended to satisfy the requirements of CEQA as they relate to the Mt. Diablo Resource Recovery Park Project (project) in the City of Pittsburg (City). The MMRP is intended to be used by City staff and mitigation monitoring personnel during implementation of the project.

The MMRP will provide for monitoring of construction activities as necessary, in-the-field identification and resolution of environmental concerns, and reporting to City staff. The MMRP will consist of the components described below.

COMPLIANCE CHECKLIST

The table below contains a compliance-monitoring checklist that identifies the newly adopted mitigation measures, identification of agencies responsible for enforcement and monitoring, and timing of implementation.

MITIGATION MONITORING PLAN

MM Number	Mitigation Measure	Timing/Implementation	Enforcement/Monitoring	Verification (date and signature)
MM 3.1.1	a. The proposed project shall implement BAAQMD-recommended best management practices for the control of fugitive dust including, but not limited to, the following: 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved areas of vehicle travel) shall be watered two times per day. 2. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 3. All vehicle speeds on on-site unpaved areas shall be limited to a maximum of 15 miles per hour. 4. All parking areas, equipment pads, and driveways shall be paved as soon as possible. Equipment pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 5. Where applicable, vegetative ground cover (fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible. 6. A publicly visible sign shall be posted at the site entrance identifying the telephone number and name of the person to contact at the construction site regarding dust complaints. The phone number of the City contact person and/or department shall also be posted to ensure compliance. All complaints, including any necessary corrective actions implemented to address the complaint, shall be documented and responded to within	Measures shall be added as conditions of approval for all development permits	City of Pittsburg Development Services Department	

	48 hours. The designated City compliance monitoring staff and/or department shall be notified of all complaints received. b. The following measures shall be implemented to reduce construction-generated mobile-source emissions: 1. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by Title 13, Section 2485 of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points. 2. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. 3. Heavy-duty (i.e., 25 horsepower or greater) off-road construction equipment shall, at a minimum, meet Tier 3 emission standards. c. To the extent possible, construction of the proposed maintenance building shall utilize pre-coated building materials and low-VOC-content architectural coatings.			
MM 3.1.2a	The project applicant shall demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.	Prior to operation of new facilities	City of Pittsburg Development Services Department and Department of Environmental Affairs	
MM 3.1.2b	The operator shall provide a report on the throughput tonnage processed at the facility that would result in operational	Completion of the report shall	City of Pittsburg Development	

	emissions of NO_X at 90 percent of the allowable threshold of 54 pounds per day and 10 tons per year (i.e., 48.6 pounds of NO_X per day or 9 tons of NO_X per year). The report shall be included as a condition of approval of the use permit and shall be completed by a qualified air quality professional within one year of approval of the use permit for the expansion. Project-generated tonnages and estimated emissions based on the report shall be evaluated commencing at the five-year state permit review and each year thereafter as tonnage reports are submitted to the City Department of Environmental Affairs and Development Services Department. Once the throughput tonnages reach the amount determined in the report to result in 48.6 pounds of NO_X daily or 9 or more tons of NO_X annually, the operator shall prepare and submit project-generated emissions reports, as described in mitigation measure MM 3.1.2c.	be a condition of approval of the use permit and shall be completed prior to issuance of the Solid Waste Facility Permit	Services Department and Department of Environmental Affairs	
MM 3.1.2c	Once the project receives a tonnage throughput resulting in 90 percent of assumed NO_X emissions (48.6 pounds of NO_X per day or 9 tons of NO_X per year) as indicated by annual tonnage reports submitted to the City's Department of Environmental Affairs and Development Services Department, the operator shall obtain the services of a qualified specialist, approved by the City Development Services Department in conjunction with the Department of Environmental Affairs, to prepare and submit an annual air quality report showing project-generated NO_X emissions. The annual emissions evaluation shall identify project-generated increases in emissions over those existing at the time of the approval of the use permit, any emission reduction strategies that have been implemented (i.e., use of cleaner equipment, etc.), and any emissions offsets or additional mitigation measures, as described in mitigation measure MM 3.1.2d, that will be implemented sufficient to achieve the threshold of 54 pounds of NO_X per day or 10 tons of NO_X per year. Emissions analyses shall be submitted to the City by April 1 of the following year. Upon the City's approval of the annual air quality report, documentation of any emissions offsets or additional mitigation strategies that have been implemented shall be provided to the City within 30	Annually as described	City of Pittsburg Development Services Department and Department of Environmental Affairs	

	calendar days.			
MM 3.1.2d	Based on the information provided in the annual report described in mitigation measure MM 3.1.2c, the proposed project shall implement on-site control measures and/or purchase emissions offsets sufficient to limit net increases (as defined) in operational NO_X emissions to no more than 54 pounds per day or 10 tons of NO_X per year. Measures shall be implemented on an ongoing basis corresponding to increases in operational activities. Measures to be implemented to reduce operational NO_X emissions may include, but are not limited to, the following: • Use of alternatively fueled vehicles and off-road equipment. • Electrification of on-site equipment. • Reduction in the number of pieces of motorized equipment and/or hours of use. • Replacement/conversion of existing off-road equipment sufficient to meet, at a minimum, CARB's Tier 4i emission standards, or equivalent. Secure emission reduction credits (ERCs) to offset NO_X emissions per BAAQMD Regulations 2-2-215, 302, and 303.	Annually as described	City of Pittsburg Development Services Department and Department of Environmental Affairs	
MM 3.3.2a	The project applicant shall either update the existing facility's Construction Worker Site Health and Safety Plan or prepare a new plan to include the entire current project site and proposed site preparation and construction activities. The completed plan shall be implemented during all project construction activities. The plan shall address the potential for workers to be exposed to contaminated soils and shall provide specific measures to be implemented to ensure worker health and safety. These measures may include site controls, use of protective clothing, soil watering, hazard awareness training for workers, and/or emergency medical response procedures.	Prior to issuance of grading permits for the 18.5 acre expanded site.	City of Pittsburg Development Services Department	

MM 3.3.2b	The project applicant shall comply with all relevant requirements of the *Covenant to Restrict Use of Property, Environmental Restriction (Re: A limited portion of County of Contra Costa APN 073-200-021 UPI Pittsburg Facility Site L-A Property, DTSC site code number 520024), DOC-2010-0132574-00 recorded by the Contra Costa County Clerk-Recorder's office on July 1, 2010.*	During Site Preparation and Construction	City of Pittsburg Development Services Department	
MM 3.7.1a	The proposed project shall contribute their fair share to implement the SR 4 widening project, which would result in improvements at the SR 4 Eastbound Ramps/Loveridge Road intersection that would increase capacity. These improvements include: • Convert the existing configuration from a "T" intersection to a four-leg intersection. • Modify eastbound approach from its current configuration which provides one shared left-turn/through lane and one right-turn lane to provide two left-turn lanes and one right-turn lane. • Modify southbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two left-turn lanes and two through lanes. • Modify northbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two through lanes and one right-turn lane.	Payment of fees shall be included as a condition of approval of a Conditional Use Permit	City of Pittsburg Development Services Department	
MM 3.7.1b	The proposed project shall contribute their fair share to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection: • Install a dedicated eastbound right-turn lane on Pittsburg-Antioch Highway.	Payment of fees shall be included as a condition of approval of a Conditional Use	City of Pittsburg Development Services Department	

	• Install a second westbound left-turn lane on Pittsburg-Antioch Highway. • Upgrade existing traffic signal equipment to accommodate the changed intersection lane configurations.	Permit		
MM 3.7.2	The project applicant shall pay the project's fair share of the cost to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection: • Install an additional left-turn lane on the westbound Pittsburg-Antioch Highway approach. • Install a dedicated left-turn lane on the northbound Loveridge Road approach. • Convert the existing shared left-turn/through lane on the northbound Loveridge Road approach to be a through-only lane. • Modify signal phasing in the north/south direction from split phase to having protected left-turns. • Upgrade existing traffic signal equipment to accommodate the recommended intersection lane configurations.	Payment of fees shall be included as a condition of approval of a Conditional Use Permit	City of Pittsburg Development Services Department	
MM 3.8.1a	**Burrowing Owl.** Prior to any ground disturbance, a qualified biologist shall conduct a preconstruction survey for burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report), published March 7, 2012. Surveys shall take place no more than 30 days prior to construction and will establish the presence or absence of burrowing owl and/or habitat features and evaluate habitat use by owls. During the surveys, all burrows and burrowing owls will be identified and mapped.	Prior to and during construction activities	City of Pittsburg Planning Department	

	If burrowing owls are found during the breeding season (February 1–August 31), the project applicant shall avoid all nest sites for the remainder of the breeding season or while the nest site is occupied by adults or young. Avoidance measures will include establishment of a 250-foot no disturbance buffer zone surrounding the nest burrow. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the non-breeding season (September 1–January 31), the project applicant shall avoid the owls and the burrows they are using through establishment of a 160-foot protective buffer zone surrounding the active burrow. If avoidance is not possible, passive relocation of occupied burrows shall be implemented outside the breeding season. Owls should be excluded from burrows by installing one-way doors in burrow entrances. These doors should be in place for no less than 48 hours prior to excavation, and the project area shall be monitored daily by a qualified biologist for one week to confirm that the owl has abandoned the burrow.			
MM 3.8.1b	**Swainson's Hawk.** Prior to any ground disturbance that occurs during the nesting season (March 15–September 15), a qualified biologist will conduct a preconstruction survey no more than one month prior to construction to determine if occupied Swainson's hawk nests are present within 1,000 feet of the project site. If occupied nests are documented, project-related activities within 1,000 feet of an occupied nest site shall be prohibited to prevent nest abandonment. Project-related activities can proceed normally if a qualified biologist determines that young	Prior to and during construction activities	City of Pittsburg Planning Department	

	have fledged prior to September 15. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Furthermore, if the active nest site is shielded from view and noise from the project site by other development, topography, or other features (including off-site features), the project applicant can apply to the HCP/NCCP Implementing Entity for a waiver of this avoidance measure. Waivers must also be approved by the USFWS and the CDFW. While the nest is occupied, project-related activities outside the 1,000-foot buffer can take place.			
MM 3.8.1c	**Golden Eagle.** Prior to any ground disturbance that occurs during the nesting season (January 1–August 31), a qualified biologist shall conduct a preconstruction survey not more than one month prior to construction to determine whether active golden eagle nests are present within 0.5 mile of the project site. If active nests are present within 0.5 mile of the project site, project-related activities within 0.5 mile of the nest are prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Project-related disturbance may proceed once a qualified biological monitor determines that the nest has failed or that the young birds have fledged.	Prior to and during construction activities	City of Pittsburg Planning Department	
MM 3.8.1d	**Non-Covered Raptor Surveys.** If clearing and/or construction activities will occur during the raptor nesting season (January 15–August 15), preconstruction surveys to identify active raptor nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed	Prior to and during construction activities	City of Pittsburg Planning Department	

	impact area and a 500-foot buffer (if feasible). If active nest sites are identified within 500 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to nesting raptors. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 250 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 250 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.			
MM 3.8.1e	**Nesting Bird Surveys.** If clearing and/or construction activities will occur during the migratory bird nesting season (February 15–August 15), preconstruction surveys to identify active migratory bird nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, including a 200-foot buffer. If active nest sites are identified within 200 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to migratory bird nesting activities. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 100 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 100 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.	Prior to and during construction activities	City of Pittsburg Planning Department	

APPENDIX E.
BIOLOGICAL RESOURCES ANALYSIS
MONK & ASSOCIATES, INC.
JULY 30, 2020

BIOLOGICAL RESOURCES ANALYSIS
MT DIABLO RESOURCES RECOVERY PROJECT
CITY OF PITTSBURG, CALIFORNIA
APN: 073-200-013

July 30, 2020

Prepared for

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Prepared by

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Sheet 1. Draft Aquatic Resources Delineation Map. Prepared by M&A on July 6, 2020.

1. INTRODUCTION AND PROJECT BACKGROUND

Monk & Associates, Inc. (M&A) has prepared a biological resources analysis report for the proposed Mt. Diablo Resource Recovery Project site located at 1600 Loveridge Road in the City of Pittsburg, Contra Costa County, California (hereinafter referred to as the project site). The purpose of our analysis is to provide a description of existing biological resources on the project site and to identify potentially significant impacts that could occur to sensitive biological resources from the construction of a proposed vehicle maintenance building and associated entrance road.

Biological resources include common plant and animal species, and special-status plants and animals as designated by the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and other resource organizations including the California Native Plant Society (CNPS). Biological resources also include waters of the United States and State, as regulated by the U.S. Army Corps of Engineers (Corps), California Regional Water Quality Control Board (RWQCB), and the CDFW.

This biological resource analysis includes identification of "potentially significant" and "significant impacts" as defined by the California Environmental Quality Act (CEQA) that could occur to sensitive biological resources. Mitigation measures have been developed for all identified "potentially significant" and "significant" impacts, and upon implementation would reduce the effects of such impacts to levels regarded as less than significant pursuant to the CEQA.

2. SETTING/PROJECT SITE DESCRIPTION

The approximately 4-acre project site is located at 1600 Loveridge Road in the City of Pittsburg, Contra Costa County, California, (Figures 1 and 2). The project site is bordered to the east by Loveridge Road, to the south by the Pittsburg-Antioch Highway, to the west by a field of ruderal herbaceous vegetation, with industrial development located further west. The existing Mt. Diablo Resource Recovery Center is located directly to the north of the project site at 1300 Loveridge Road.

The northern portion of project site is entirely disturbed by gravel impregnated fill material; no natural substrate remains. A building once occupied the approximate center of the project site. A recycled-water tank used by the recycling center trucks for dust control is located in the former building location. In each corner of the parking lot there is a man-made, gravel-impregnated depression in the ground associated with past trash collection. A solar panel is located in the southeastern corner of the project site.

Running along the southern project site boundary is a channelized reach of Kirker Creek. Kirker Creek is mapped on the U.S. Geological Survey (USGS) 7.5 minute Antioch North quadrangle as an intermittent drainage; this creek receives enough urban runoff that the reach along the project site boundary is 100 percent vegetated with wetland vegetation. This creek flows west to east into Dowest Slough to New York Slough and down into Suisun Bay. The Pittsburg-Antioch Highway runs directly parallel with Kirker Creek south of the project site.

3. PROPOSED PROJECT

At this time, the proposed project is the construction of a new road extending from Loveridge Road. This entrance from Loveridge continues to a parking lot for a proposed vehicle maintenance building that will be constructed on the project site that will be approximately 10,500 square feet. From the proposed vehicle maintenance building, the road continues along the northern boundary of the top of bank of Kirker Creek to the west, turns northern on the eastern boundary of the project site, and then continues north to the 1300 Loveridge Road property. There are future intended phases of this project.

4. ANALYSIS METHODS

Prior to preparing this biological resource analysis report, M&A researched the most recent version of the CDFW Natural Diversity Database, RareFind 5 application (CNDDB 2020) for historical and recent records of special-status plant and animal species (that is, threatened, endangered, rare) known to occur within 3 miles of the project site. All special-status species records were compiled in tables. M&A reviewed all known records and any available biological survey reports to determine if special-status species could occur on the project site or within an area of effect of the development project.

4.1 M&A Site Surveys

M&A biologists, Ms. Sarah Lynch and Ms. Monica Matthews, conducted a survey of the project site on June 23, 2020. M&A's site evaluation included a thorough examination of the site to document potential habitats on or adjacent to the project site that could support special-status species and/or waters of the U.S. and State. The survey involved searching all habitats on the site and recording all plant and wildlife species observed. M&A cross-referenced the habitats found on the project site against the habitat requirements of local or regionally known special-status species to determine if the proposed project could directly or indirectly impact such species.

4.2 Special-Status Plant Surveys

M&A biologists Ms. Lynch and Ms. Matthews conducted a special-status (that is, rare, threatened, or endangered) plant survey on June 23, 2020, on the project site for late-flowering species such as tarweeds (*Centromadia, Hemizonia,* and *Blepharizonia* spps.).

4.3 Wetland Delineation

On June 23, 2020, M&A biologists, Ms. Lynch and Ms. Matthews, conducted a wetland delineation of the project site using criteria prescribed in the Corps' 1987 Wetland Delineation Manual (Corps 1987) and the Corps' Regional Supplement for the Arid West Region (Corps 2008). The draft wetland delineation map is provided as Sheet 1 (attached).

5. PROJECT SITE ANALYSIS

5.1 Project Site Topography and Hydrology

The majority of the project site is level, with the exception of the man-made, gravel impregnated depressions in the project site corners.

Kirker Creek is an intermittent drainage on the USGS Antioch North quadrangle that runs along the southern project site boundary (Figure 3). This creek is channelized with steep banks that are reinforced with rock rip-rap along the project site's reach. A hard-packed gravel flood control road runs along the northern creek bank. This creek exits the project site's southeastern corner via twin 12-foot diameter corrugated metal pipes that discharge water under Loveridge Road when the creek is flowing, carrying water northeast to Dowest Slough, to New York Slough and out to the San Joaquin River and eventually to Suisun Bay.

5.2 Plant Communities and Associated Wildlife Habitats

A complete list of plant species observed on the project site is presented in Table 1. Nomenclature used for plant names follows *The Jepson Manual, 2nd edition* (Baldwin 2012) and changes made to this manual as published on the Jepson Interchange Project website. Table 2 is a list of wildlife species observed on the project site. Nomenclature for wildlife follows CDFW's *Complete list of amphibian, reptile, bird, and mammal species in California* (CDFW 2016) and any changes made to species nomenclature as published in scientific journals since the publication of CDFW's list.

The gravel-impregnated project site just north of Kirker Creek supports an extremely sparse covering of ruderal (weedy) herbaceous plants. Kirker Creek supports riparian vegetation with a broken riparian canopy (Sheet 1). A row of blue gum trees (*Eucalyptus* sp.) grow along the northern project site boundary. The three plant communities observed on the project site are discussed below.

5.2.1 RUDERAL HERBACEOUS

Most of the project site is barren due to the hard-pack graveled surface. Where it is vegetated though outside of the creek channel it is dominated by ruderal (weedy) herbaceous vegetation such as black mustard (*Brassica nigra*), Medusahead (*Elymus caput-medusae*), prickly lettuce (*Lactuca serriola*), bristly ox tongue (*Helminthotheca echioides*), willow herb (*Epilobium brachycarpum*), and horseweed (*Erigeron canadensis*) . There is also one beach sheoak (*Casuarina equisetifolia*) and one Mexican fan palm (*Washingtonia robusta*) tree located in the southeastern project site corner north of Kirker Creek.

5.2.2 KIRKER CREEK/WETLAND

Kirker Creek, an intermittent drainage with wetland vegetation, runs along the project site's southern boundary. This creek receives urban runoff contributions in addition to traditional seasonal flows. As such, it supports both emergent wetland vegetation and riparian vegetation. The riparian canopy is broken and dominated by Fremont cottonwoods (*Populus fremontii*), red willows (*Salix laevigata*), and castor bean (*Ricinus communis*) trees, with an occasional black walnut (*Juglans nigra*), Oregon ash (*Fraxinus latifolia*), and blue gum (*Eucalyptus* sp.) tree. The

channel is one hundred percent (100%) vegetated with wetland vegetation including knotgrass (*Paspalum distichum*), barnyard grass (*Echinochloa crus-galli*), cocklebur (*Xanthium strumarium*), curly dock (*Rumex crispus*), and mugwort (*Artemisia douglasiana*). Additional species that were present included Harding grass (*Phalaris aquatica*), smilo grass (*Stipa miliacea*), and umbrella sedge (*Cyperus eragrostis*). The creek's banks within the project site boundaries are heavily rock rip-rapped and do not support herbaceous or woody vegetation. Kirker Creek is typical of an urban creek with its uniform, channelized design and its accumulation of urban debris.

5.3 Wildlife Corridors

Wildlife corridors are linear and/or regional habitats that provide connectivity to other natural vegetation communities within a landscape fractured by urbanization and other development. Wildlife corridors have several functions: 1) they provide avenues along which wide-ranging animals can travel, migrate, and breed, allowing genetic interchange to occur; 2) populations can move in response to environmental changes and natural disasters; and 3) individuals can recolonize habitats from which populations have been locally extirpated (Beier and Loe 1992). All three of these functions can be met if both regional and local wildlife corridors are accessible to wildlife. Regional wildlife corridors provide foraging, breeding, and retreat areas for migrating, dispersing, immigrating, and emigrating wildlife populations. Local wildlife corridors also provide access routes to food, cover, and water resources within restricted habitats.

The proposed project will not interfere with the movement of native wildlife. Kirker Creek at the southern project site boundary provides a valuable east/west wildlife corridor with suitable cover, foraging, water resources, and migration pathways that lead to other natural habitats. This broad creek channel allows medium-sized mammals such as racoons (*Procyon lotor*), Columbian black-tailed deer (*Odocoileus hemionus columbianus*), striped skunks (*Mephitis mephitis*), among others, to move through the area without getting struck by cars or going through development. The project as currently proposed would not impact wildlife movement corridors since, as mentioned, there are no impacts to Kirker Creek currently proposed with this project.

Kirker Creek provides low-quality avian habitat that is used seasonally by migrants and year-round by resident birds; it is low-quality avian habitat because it is heavily disturbed by the constant traffic on both Loveridge Road and the Pittsburg-Antioch Highway. These functions will also remain unaffected as nesting bird surveys will be conducted prior to commencement of construction.

In addition, prior to the commencement of construction, orange construction fence will be installed along the norther perimeter of Kirker Creek to prevent mammals migrating along this creek from entering the project site. Kirker Creek is the only wildlife corridor in proximity to the project site and this function will be unaffected by the proposed development project and will continue to serve its function as a wildlife corridor.

6. SPECIAL-STATUS SPECIES

Special-status species are those plants and animals that meet the definition of endangered, rare, or threatened under the CEQA (14 CCR §15380) and those species protected pursuant to the California or Federal Endangered Species Acts (CESA and FESA, respectively). Potential impacts to special-status species known from the area of the project site are assessed below.

6.1 Potential Special-Status Plant Species on the Project Site

Figure 4A provides a graphical illustration of the known records for special-status plant species within three miles of the project site and helps readers visually understand the number of sensitive species that occur near the project site. According to the CDFW's CNDDB, a total of 12 special-status plant species are known to occur in the region of the project site (Table 3). However, all of these plants occur in specialized habitats that do not occur on the project site such as marshes and swamps, valley and foothill grassland, dune, and scrub/chaparral. The project site outside of Kirker Creek consists of hard-packed, gravel surfaces that do not support native or natural vegetation communities. Additionally, Kirker Creek in the region of the project site is an urban channel, 100% vegetated with non-native grasses and forbs (broad-leaved plants) and does not provide suitable habitat for any of the plants listed in Table 3. Therefore, M&A believes that the project site, with its absence of natural habitats, does not provide "suitable" habitat for the special-status plant species known to occur within three miles of the project site. M&A conducted two surveys of the project site: one in June and one in July 2020, and no late-blooming special-status plants were observed on the project site. Due to an absence of suitable habitats, none are expected to occur.

6.2 Special-Status Wildlife Species

Figure 4B provides a graphical illustration of the known records for special-status wildlife species within three miles of the project site and helps readers visually understand the number of sensitive species that occur in the vicinity of the project site. According to the CDFW's CNDDB, a total of 19 special-status wildlife species are known to occur in the region of the project site (Table 4). Of these 19 species, M&A believes that only one of these wildlife species has any potential to occur on or adjacent to the project site: the western red bat (*Lasiurus blossevillii*). While the highly disturbed project site and the urban reach of Kirker Creek do not provide habitat for any other special-status species, due to the sensitivity of one federally listed species known from the county, the California red-legged frog (*Rana draytonii*), this species is discussed further below. An explanation for dismissal of the remaining 16 wildlife species is provided in Table 4.

6.2.1 California Red-Legged Frog

The California red-legged frog is a federally listed threatened species and California species of special concern. This species occurs in lowlands and foothills in deep pools and streams, requiring 11-20 weeks of permanent water for larval development. Water typically must be present through the month of July or August for larvae to reach metamorphosis. The hard-packed, formerly developed surfaces of the project site and the seasonally dry reach of Kirker Creek that runs along the project site's southern boundary do not meet these criteria for suitable California red-legged frog habitat; however, the possibility of this creek being used as seasonal

dispersal corridor during the winter months could not be dismissed from possibility without further research.

A review of the CNDDB RareFind records revealed that the closest CNDDB record for this frog to the project site is located 1.9 miles southeast of the project site in Markley Canyon Creek (Occurrence No. 531). In July 2002, 4 adult California red-legged frogs were observed in this perennial creek. This record is south of Highway 4 from the project site (Figure 4B). There are no records for California red-legged frog north of Highway 4 or in the same watershed as the project site. M&A has conducted numerous California red-legged frog surveys in Kirker Creek for the City of Pittsburg as part of their creek clean-up/Streambed Alteration Agreement requirements as authorized by the CDFW pursuant to Section 1602 of California Fish and Game Code. During multiple surveys of Kirker Creek conducted in 2000, 2001, 2002, and 2003, in the vicinity of the project site (that is, on the north side of Highway 4 and within a mile or two of the current project site), no California red-legged frogs were ever observed.

On June 23, 2020, July 2, 2020, and July 27, 2020, M&A federally permitted California red-legged frog biologist, Ms. Lynch and herpetologist, Ms. Matthews, conducted surveys of Kirker Creek to assess the likelihood of California red-legged frogs using Kirker Creek as dispersal habitat, and to search for adult California red-legged frogs. On all three dates that the creek was surveyed, the portion of Kirker Creek located on the project site was entirely dry, with no pools of water, no running water and no saturated soil, and thus, no breeding or dispersal habitat. During the July 27, 2020 survey, M&A also walked well outside the project site boundaries, searching upstream approximately 900 feet and downstream of the project site approximately 300 feet looking for pooled water and frogs. Neither was found. No amphibians of any kind were observed.

The portion of Kirker Creek that is on the project site and downstream of the project site is heavily disturbed by homeless activity, including an active homeless encampment that has resulted in the accumulation of large amounts of clothing, furniture, and bedding debris in the creek (M&A pers. observations and pers. comm. with Bob Hammons of Mt. Diablo Resource Recovery) (see also Attachment A, photographs of Kirker Creek). Based on M&A's past surveys in Kirker Creek with negative findings, and given the lack of water noted in Kirker Creek within the project site boundaries and well up and downstream of the project site, and the amount of human disturbance in the creek, M&A has concluded that Kirker Creek in the vicinity does not provide suitable California red-legged frog breeding, larval development habitat or dispersal habitat. No impacts to the California red-legged frog are expected from project implementation.

6.2.2 SPECIAL-STATUS BATS

The western red bat is a California species of special concern (Pierson 2006). It has no federal status. This bat roosts primarily in trees, 2 to 40 feet above the ground, from sea level to approximately 7,000 feet in elevation. It prefers habitat edges and mosaics with trees that are protected from above and open below with open areas for foraging.

The closest CNDDB record for this species has an unknown exact location. It is noted that on June 24, 1998, in the city of Antioch, California, western red bats were observed somewhere in

the city (CNDDB Occurrence No. 66). This is the only occurrence of this species in all of Contra Costa County.

The only potential bat roosting habitat on the project site are the blue gum eucalyptus trees along the northern boundary and the riparian trees along Kirker Creek. A focused survey for bat roosts and maternity sites should be conducted prior to any project site tree removal or disturbance. This would prevent potential impacts to roosting bats.

7. REGULATORY FRAMEWORK FOR NATIVE WILDLIFE, FISH, AND PLANTS

This section provides a discussion of the laws and regulations that are in place to protect native wildlife and plants. Under each law we discuss their pertinence to the project site.

7.1 Federal Endangered Species Act (FESA)

The FESA forms the basis for the federal protection of threatened or endangered plants, insects, fish and wildlife. Responsible Agency FESA gives regulatory authority to the USFWS for federally-listed terrestrial species and non-anadromous fish. The National Marine Fisheries Service (NMFS) has regulatory authority over federally-listed marine mammals and anadromous fish. FESA contains four main elements, they are as follows:

Section 4 (16 USCA §1533): Species listing, Critical Habitat Designation, and Recovery Planning: outlines the procedure for listing endangered plants and wildlife.

Section 7 (§1536): Federal Consultation Requirement: imposes limits on the actions of federal agencies that might impact listed species.

Section 9 (§1538): Prohibition on Take: prohibits the "taking" of a listed species by anyone, including private individuals, and State and local agencies.

Section 10: Exceptions to the Take Prohibition: non-federal agencies can obtain an incidental take permit through approval of a HCP.

In the case of saltwater fish and other marine organisms, the requirements of FESA are administered by the NMFS. The USFWS enforces all other cases. Below, Sections 9, 7, and 10 of FESA are discussed since they are the sections most relevant to the proposed project.

Section 9 of FESA as amended, prohibits the "take" of any fish or wildlife species listed under FESA as endangered. Under federal regulation, "take" of fish or wildlife species listed as threatened is also prohibited unless otherwise specifically authorized by regulation. "Take," as defined by FESA, means "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." "Harm" includes not only the direct taking of a species itself, but the destruction or modification of the species' habitat resulting in the potential injury of the species. As such, "harm" is further defined to mean "an act which actually kills or injures wildlife; such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering" (50 CFR 17.3). A December 2001 decision by the 9th

Circuit Court of Appeals (Arizona Cattle Growers' Association, Jeff Menges, vs. the U.S. Fish and Wildlife Service and Bureau of Land Management, and the Southwest Center for Biological Diversity) ruled that the USFWS must show that a threatened or endangered species is present on a project site and that it would be taken by the project activities. According to this ruling, the USFWS can no longer require mitigation based on the probability that the species could use the site; rather, they must show that it is actually present.

Section 9 applies to any person, corporation, federal agency, or any local or State agency. If "take" of a listed species is necessary to complete an otherwise lawful activity, this triggers the need to obtain an "incidental take permit" either through a Section 7 Consultation as discussed further below (for federal actions or private actions that are permitted or funded by a federal agency such as the Corps), or through Section 10 of FESA which requires preparation of a HCP (for state and local agencies, or individuals, and projects without a federal "nexus"; for example, projects that do not need a Corps permit).

Section 7(a)(2) of the Act requires that each federal agency consult with the USFWS to ensure that any action authorized, funded or carried out by such agency is not likely to jeopardize the continued existence of an endangered or threatened species or result in the destruction or adverse modification of critical habitat for listed species. Critical habitat designations mean: (1) specific areas within a geographic region currently occupied by a listed species, on which are found those physical or biological features that are essential to the conservation of a listed species and that may require special management considerations or protection; and (2) specific areas outside the geographical area occupied by a listed species that are determined essential for the conservation of the species.

The Section 7 consultation process only applies to actions taken by federal agencies that are considering authorizing discretionary projects. Section 7 is by and between the NMFS and/or the USFWS and the federal agency contemplating a discretionary approval (that is, the "federal nexus agency," for example, the Corps or the Federal Highway Administration). Private parties, cities, counties, etc. (i.e., applicants) may participate in the Section 7 consultation at the discretion of the federal agencies conducting the Section 7 consultation. The Section 7 consultation process is triggered by a determination of the "action agency" – that is, the federal agency that is carrying out, funding, or approving a project - that the project "may affect" a listed species or critical habitat. If an action is likely to adversely affect a listed species or designated critical habitat, formal consultation between the nexus agency and the USFWS/NMFS is required. As part of the formal consultation, the USFWS/NMFS may resolve any issues informally with the nexus agency or may prepare a formal Biological Opinion assessing whether the proposed action would be likely to result in "jeopardy" to a listed species or if it could adversely modify designated critical habitat. If the USFWS/NMFS prepares a Biological Opinion, it will contain either a "jeopardy" or "non-jeopardy" decision. If the USFWS/NMFS concludes that a proposed project would result in adverse modification of critical habitat or would jeopardize the continued existence of a federally-listed species (that is, it will issue a jeopardy decision), the nexus federal agency would be most unlikely to authorize its discretionary permit. If the USFWS/NMFS prepares a "non-jeopardy" Biological Opinion, the nexus federal agency may authorize the discretionary permit making all conditions of the

Biological Opinion conditions of its discretionary permit. A non-jeopardy Biological Opinion constitutes an "incidental take" permit that allows applicants to "take" federally-listed species while otherwise carrying out legally sanctioned projects.

For non-federal entities, for example private parties, cities, counties that are considering a discretionary permit, Section 10 provides the mechanism for obtaining take authorization. Under Section 10 of FESA, for the applicant to obtain an "incidental take permit," the applicant is required to submit a "conservation plan" to the USFWS or NMFS that specifies the impacts that are likely to result to federally-listed species, and the measures the applicant will undertake to minimize and mitigate such impacts, and the funding that will be available to implement those steps. Conservation plans under FESA have come to be known as "habitat conservation plans" or "HCPs" for short. The terms incidental take permit, Section 10 permit, and Section 10(a)(1)(B) permit are used interchangeably by the USFWS. Section 10(a)(2)(B) of FESA provides statutory criteria that must be satisfied before an incidental take permit can be issued.

7.1.1 APPLICABILITY TO THE PROPOSED PROJECT

The project site is a highly disturbed parcel that does not support any natural or naturalized habitats that could support federally-listed plants, wildlife, or fish. Kirker Creek is located on the southern project site boundary and provides channelized wetland habitat. M&A considered the possibility that the federally listed California red-legged frog could use this creek. However, after M&A's thorough database research, a review of our past years of survey results in Kirker Creek, and our recent surveys of the Kirker Creek channel, M&A has determined that Kirker Creek does not function as suitable breeding habitat and does not currently provide dispersal habitat due to an absence of California red-legged frogs in this watershed and continual human disturbance in the creek.

7.2 Migratory Bird Treaty Act

The Migratory Bird Treaty Act of 1918 (16 U.S.C. §§ 703-712, July 3, 1918, as amended in 1936, 1960, 1968, 1969, 1974, 1978, 1986 and 1989) makes it unlawful to "take" (kill, harm, harass, shoot, etc.) any migratory bird listed in Title 50 of the Code of Federal Regulations, Section 10.13, including their nests, eggs, or young. Migratory birds include geese, ducks, shorebirds, raptors, songbirds, wading birds, seabirds, and passerine birds (such as warblers, flycatchers, swallows, etc.).

Birds of prey such as the white-tailed kite, Coopers hawk (*Accipiter cooperii*), red-tailed hawk (*Buteo jamaicensis*), and red-shouldered hawk (*Buteo lineatus*), could nest on or immediately adjacent to the project site. Similarly, many common passerine bird species could nest on or immediately adjacent to the project site. All raptors (birds of prey) are subject to the Migratory Bird Treaty Act. Also, common songbirds and wading birds are also protected pursuant to this Act.

7.2.1 APPLICABILITY TO THE PROPOSED PROJECT

Prior to development of the project site, preconstruction surveys would have to be conducted for nesting birds if work would be conducted during the nesting season (February 1 through August 31) to ensure that there is no direct take of these birds, including their eggs or young. As long as

there is no direct mortality to species protected pursuant to this Act caused by development of the project site, there should be no constraints. While adult birds can typically fly out of harm's way, nesting birds, their eggs, and young are more prone to being impacted by construction projects.

To comply with the Migratory Bird Treaty Act, all active nest sites would have to be avoided while birds were nesting. If nesting birds are found, provided it is not a golden eagle nest (not likely possible), the protective buffer could be removed after the young have fledged and reached independence of the nest site, and development of the project site could commence as otherwise planned. M&A believes there is a moderate chance for a bird to nest in the eucalyptus trees on the project site or in the riparian vegetation along Kirker Creek. If construction was started before February 1 or after August 31, there would be no requirements for nesting birds.

7.3 California Endangered Species Act (CESA)

In 1984, California legislated the CESA (Fish and Game Code §2050). The basic policy of CESA is to conserve and enhance endangered species and their habitats. State agencies will not approve private or public projects under their jurisdiction that would impact threatened or endangered species if reasonable and prudent alternatives are available. Because CESA does not have a provision for "harm" (see discussion of FESA, above), CDFW considerations pursuant to CESA are limited to those actions that would result in the direct take (killing) of a listed species.

If proposed projects would result in take of a state-listed species, a project applicant may secure an "incidental take" permit pursuant to §2081 of the Fish and Game Code CDFW will issue an incidental take permit only if:

1) The authorized take is incidental to an otherwise lawful activity;

2) the impacts of the authorized take are minimized and fully mitigated;

3) measures required to minimize and fully mitigate the impacts of the authorized take:
   a) are roughly proportional in extent to the impact of the taking on the species;
   b) maintain the project applicant's objectives to the greatest extent possible; and,
   c) capable of successful implementation; and,

4) adequate funding is provided to implement the required minimization and mitigation measures and to monitor compliance with, and the effectiveness of, the measures.

If an applicant is preparing a HCP as part of the federal 10(a) permit process, the HCP might be incorporated into the §2081 permit if it meets the substantive criteria of §2081(b). To ensure that an HCP meets the mitigation and monitoring standards in Section 2081(b), an applicant should involve CDFW staff in development of the HCP. If a final Biological Opinion (federal action) has been issued for the project pursuant to Section 7 of the FESA, it might also be incorporated into the §2081 permit if it meets the standards of §2081(b).

No §2081 permit may authorize the take of a species for which the Legislature has imposed strict prohibitions on all forms of "take." These species are listed in several statutes that identify "fully protected" species and "specified birds." See Fish and Game Code §§ 3505, 3511, 4700, 5050, 5515, and 5517. If a project is planned in an area where a "fully protected" species or a "specified bird" occurs, an applicant must design the project to avoid all take.

Fish and Game Code §2081 allows an applicant who has obtained a "non-jeopardy" federal Biological Opinion pursuant to Section 7 of the FESA, or who has received a federal 10(a) permit (federal incidental take permit) pursuant to the FESA, to submit the federal opinion or permit to CDFW for a determination as to whether the federal document is "consistent" with CESA. If after 30 days CDFW determines that the federal incidental take permit is consistent with state law, and that all state-listed species under consideration have been considered in the federal Biological Opinion, then no further permit or consultation is required under CESA for the project. However, if CDFW determines that the federal opinion or permit is not consistent with CESA, or that there are state-listed species that were not considered in the federal Biological Opinion, then the applicant must apply for a state CESA permit under Section 2081(b). Section 2081(b) is of no use if an affected species is state-listed, but not federally-listed.

7.3.1 APPLICABILITY TO THE PROPOSED PROJECT

Kirker Creek is an intermittent creek that is dry in the summer months. Hence, the project site does not provide fisheries habitat. There would be no impacts to state-listed from project implementation. No suitable habitat for state-listed plant species occurs on the project site; consequently, no state-listed plant species would likely be impacted by proposed development of the project site (Table 3). There is also no suitable habitat for any state-listed wildlife species; therefore, no state-listed wildlife species would likely be impacted by proposed development of the project site (Table 4).

7.4 California Fish and Game Code § 3503, 3503.5, 3511, and 3513

California Fish and Game Code §3503, 3503.5, 3511, and 3513 prohibit the "take, possession, or destruction of birds, their nests or eggs." Disturbance that causes nest abandonment and/or loss of reproductive effort (killing or abandonment of eggs or young) is considered "take." All raptors (that is, hawks, eagles, owls), their nests, eggs, and young are protected under California Fish and Game Code (§3503.5). Additionally, "fully protected" birds, such as the white-tailed kite, are protected under California Fish and Game Code (§3511). "Fully protected" birds may not be taken or possessed (that is, kept in captivity) at any time.

7.4.1 APPLICABILITY TO THE PROPOSED PROJECT

Tree nesting raptors that are known to nest in the region of the project site include white-tailed kite (*Elanus caeruleus*), barn owl (*Tyto alba*), red-tailed hawk (*Buteo jamaicensis*), and red-shouldered hawk (*Buteo lineatus*), among others. It should be noted that although there is a riparian canopy along Kirker Creek, none of the trees appear to be large enough to physically support a raptor nest and thus, it would be unlikely that the trees in the riparian corridor along Kirker Creek would be used as raptor nesting trees. Similarly, the blue gum trees on the project

site are not large enough at this time to support nesting raptors. However, passerine birds (perching birds) such as finches, mockingbird, scrub jays, etc. would possibly nest in these trees or along Kirker Creek. To ensure that nesting birds are not impacted by construction activity, a preconstruction nesting survey would have to be conducted for nesting birds on the project site and within a zone of disturbance if work would take place between February 1 and August 31 to ensure that there is no direct take of these birds, including their eggs or young, during development of the project site. Any active nests that are found during preconstruction surveys would have to be avoided by the proposed project. Suitable non-disturbance buffers would be established around nest sites until the nesting cycle is complete. Once complete there would be no further impediments to development. The size of the non-disturbance buffer would have to be determined by a qualified biologist. See the Impacts and Mitigations section for details.

8. REGULATORY REQUIREMENTS FOR WATERS OF THE U.S./STATE

8.1 U.S. Army Corps of Engineers Jurisdiction and General Permitting

8.1.1 SECTION 404 OF THE CLEAN WATER ACT

Congress enacted the Clean Water Act "to restore and maintain the chemical, physical, and biological integrity of the Nation's waters" (33 U.S.C. §1251(a)). Pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344), the U.S. Army Corps of Engineers (Corps) regulates the disposal of dredged or fill material into "waters of the United States" (33 CFR Parts 328 through 330). This requires project applicants to obtain authorization from the Corps prior to discharging dredged or fill materials into any water of the United States.

8.1.1.1 Navigable Waters Protection Rule

On April 21, 2020, the U.S. Environmental Protection Agency (EPA) and the Corps (together, ''the agencies'') published the Navigable Waters Protection Rule re-defining the scope of waters subject to federal regulation under the Clean Water Act (CWA or the Act), in light of the U.S. Supreme Court cases in *United States* v. *Riverside Bayview Homes* (*Riverside Bayview*), *Solid Waste Agency of Northern Cook County* v. *United States* (*SWANCC*), and *Rapanos* v. *United States* (*Rapanos*), and consistent with Executive Order 13778, signed on February 28, 2017, entitled ''Restoring the Rule of Law, Federalism, and Economic Growth by Reviewing the 'Waters of the United States' Rule.'' This Final Rule became effective on June 22, 2020 (Corps 2020).

In this final rule, the agencies interpret the term ''waters of the United States'' to encompass:

1. The territorial seas and traditional navigable waters;
2. perennial and intermittent tributaries that contribute surface water flow to such waters;
3. certain lakes, ponds, and impoundments of jurisdictional waters; and,
4. wetlands adjacent to other jurisdictional waters.

Paragraph (a) of the final rule identifies four categories of waters that are ''waters of the United States.'' These waters are referred to as ''jurisdictional.''

Section 404 jurisdiction in "other waters" such as lakes, ponds, and streams, extends to the upward limit of the ordinary high water mark (OHWM) or the upward extent of any adjacent wetland. The OHWM on a non-tidal water is:

- the "line on shore established by the fluctuations of water and indicated by physical characteristics such as a clear natural line impressed on the bank; shelving; changes in the character of soil; destruction of terrestrial vegetation; the presence of litter or debris; or other appropriate means that consider the characteristics of the surrounding areas" (33 CFR Section 328.3[7]).

8.1.2 CLEAN WATER ACT DEFINED WETLANDS

Wetlands are defined as: "...those areas that are inundated or saturated by surface or ground water at a frequency and duration to support a prevalence of vegetation adapted for life in saturated soil conditions" (33 CFR Section 328.3 [16]). Wetlands usually must possess hydrophytic vegetation (i.e., plants adapted to inundated or saturated conditions), wetland hydrology (e.g., topographic low areas, exposed water tables, stream channels), and hydric soils (i.e., soils that are periodically or permanently saturated, inundated or flooded and that exhibit properties that typically include redoximorphic chemical changes to the soil properties indicative of periodic saturation or inundation, and, thus that meet the hydric soil criterion). All three parameters must be present to be regarded as a Clean Water Act defined wetland. Wetlands may or may not be regulated by the Corps pursuant to the Clean Water Act depending on whether they occur as part of a navigable water or have direct adjacency to a navigable waters, as defined above.

8.1.2.1 Permitting Corps Jurisdictional Areas

To remain in compliance with Section 404 of the Clean Water Act, project proponents and property owners (applicants) are required to be permitted by the Corps prior to discharging or otherwise impacting waters of the U.S. In many cases, the Corps must visit a proposed project area (to conduct a "jurisdictional determination") to confirm the extent of area falling under their jurisdiction prior to authorizing any permit for that project area. Typically, at the time the jurisdictional determination is conducted, applicants (or their representative) will discuss the appropriate permit application that would be filed with the Corps for permitting the proposed impact(s) to "waters of the United States."

Pursuant to Section 404, the Corps normally provides two alternatives for permitting impacts to the type of waters of the U.S. found in the project area. The first alternative would be to use Nationwide Permit(s) (NWP). The second alternative is to apply to the Corps for an Individual Permit (33 CFR Section 235.5(2)(b)). The application process for Individual Permits is extensive and includes public interest review procedures (i.e., public notice and receipt of public comments) and must contain an "alternatives analysis" that is prepared pursuant to Section 404(b) of the Clean Water Act (33 U.S.C. 1344(b)). The alternatives analysis is also typically reviewed by the federal EPA and thus brings another resource agency into the permitting framework. Both the Corps and EPA take the initial viewpoint that there are practical alternatives to the proposed project if there would be impacts to waters of the U.S., and the proposed permitted action is not a water dependent project (e.g., a pier or a dredging project).

Alternative analyses therefore must provide convincing reasons that the proposed permitted impacts are unavoidable. Individual Permits may be available for use in the event that discharges into regulated waters fail to meet conditions of NWP(s).

NWPs are a type of general permit administered by the Corps and issued on a nationwide basis that authorize minor activities that affect Corps regulated waters. Under NWP, if certain conditions are met, the specified activities can take place without the need for an individual or regional permit from the Corps (33 CFR, Section 235.5[c][2]). In order to use NWP(s), a project must meet 27 general nationwide permit conditions, and all specific conditions pertaining to the NWP being used (as presented at 33 CFR Section 330, Appendices A and C). It is also important to note that pursuant to 33 CFR Section 330.4(e), there may be special regional conditions or modifications to NWPs that could have relevance to individual proposed projects. Finally, pursuant to 33 CFR Section 330.6(a), Nationwide permittees may, and in some cases must, request from the Corps confirmation that an activity complies with the terms and conditions of the NWP intended for use (*i.e.,* must receive "verification" from the Corps).

Prior to finalizing design plans, the applicant needs to be aware that the Corps maintains a policy of "no net loss" of wetlands (waters of the U.S.) from project area development. Therefore, it is incumbent upon applicants that propose to impact Corps regulated areas to submit a mitigation plan that demonstrates that impacted regulated areas would be recreated (*i.e.,* impacts would be mitigated). Typically, the Corps requires mitigation to be "in-kind" (i.e., seasonal wetlands would be filled, mitigation would include seasonal wetland mitigation), and at a minimum of a 1:1 replacement ratio (i.e., one acre or fraction there of recreated for each acre or fraction thereof lost). Often a 2:1 replacement ratio is required if the Permittee is responsible for the mitigation. In some cases, the Corps allows "out-of-kind" mitigation if the compensation site has greater value than the impacted site. Finally, there are many Corps approved wetland mitigation banks where wetland mitigation credits can be purchased by applicants to meet mitigation compensation requirements. Mitigation banks have defined service areas and the Corps may only allow their use when a project would have minimal impacts to wetlands.

8.1.3 APPLICABILITY TO THE PROPOSED PROJECT

M&A completed a delineation of waters of the United States on the project site on June 23, 2020 and July 7, 2020. This delineation was prepared for a reverification of a previously Approved Jurisdictional Determination prepared on March 20, 2013 that expired on March 20, 2018. M&A submitted this reverification request to the Corps on July 15, 2020. On M&A's wetland delineation, only one potential water of the United States was mapped onsite: Kirker Creek (Sheet 1). The project as proposed would not impact Kirker Creek (that is, no outfall structures are proposed, no bridges with footings in the creek are proposed). All project site runoff is being directed north, away from this creek, and will be directed to an existing offsite detention basin (B. Hammons, Mt. Diablo Resource Recovery, pers. comm. with S. Lynch of M&A). If the plans for the proposed project change and could result in any impacts to Kirker Creek, a Section 404 permit from the Corps may be required.

8.2 California Regional Water Quality Control Board (RWQCB)

8.2.1 Section 401 of the Clean Water Act

The State Water Resources Control Board (SWRCB) and RWQCB regulate activities in "waters of the State" (which includes wetlands) through Section 401 of the CWA. While the Corps administers a permitting program that authorizes impacts to waters of the U.S., including wetlands and other waters, any Corps permit authorized for a proposed project would be inoperative unless it is a NWP that has been certified for use in California by the SWRCB, or if the RWQCB has issued a project specific certification of water quality. Certification of NWPs requires a finding by the SWRCB that the activities permitted by the NWP will not violate water quality standards individually or cumulatively over the term of the permit (the term is typically for five years). Certification must be consistent with the requirements of the federal CWA, the California Environmental Quality Act, the California Endangered Species Act, and the SWRCB's mandate to protect beneficial uses of waters of the State. Any denied (i.e., not certified) NWPs, and all Individual Corps permits, would require a project specific RWQCB certification of water quality. Where a project will result in dredge or fill of non-federal waters of the State, the RWQCB will authorize those fills through waste discharge requirements issued under the Porter Cologne Water Quality Control Act.

On April 2, 2019, the SWRCB adopted a state-level definition of "wetlands,' which definition is broader than the federal definition in that unvegetated areas may be considered a wetland water of the State. As a part of the same policy, the Water Board adopted permit procedures and standards governing the discharge of dredged or fill material into wetlands and other waters of the State. The policy includes, among other things, requirements for analyses to identify the least environmentally damaging practicable alternative (LEDPA) and compensatory mitigation standards including a minimum 1:1 ratio for wetlands and streams, and full functional replacement of all waters on top of this minimum where applicable. The policy, which will govern both Section 401 certifications and WDRs, is scheduled to become effective nine months following the completion of review by the California Office of Administrative Law.

8.2.2 Applicability to the Proposed Project

Based on a wetland delineation completed by M&A in June 2020, and pending confirmation from the Corps, there is only one potential water of the State on the project site: Kirker Creek. The project as proposed would not impact Kirker Creek (that is, no outfall structures are proposed, no bridges with footings in the creek are proposed). All project site runoff is being directed north, away from this creek, and will be directed to an existing offsite detention basin. If the plans for the proposed project change and could result in any impacts to Kirker Creek, a Clean Water Act Section 401 Certification may be required.

8.3 State Water Resources Control Board (SWRCB)

The uncontrolled discharge of pollutants into impaired water bodies is considered particularly detrimental. According to the EPA, sediment is one of the most widespread pollutants contaminating U.S. rivers and streams. Sediment runoff from construction sites is 10 to 20 times greater than from agricultural lands and 1,000 to 2,000 times greater than from forest lands.

Consequently, the discharge of stormwater from large construction sites is regulated by the RWQCB under the federal CWA and California's Porter-Cologne Water Quality Control Act.

The Porter-Cologne Water Quality Control Act, Water Code § 13260, requires that "any person discharging waste, or proposing to discharge waste, that could affect the waters of the State to file a report of discharge" with the RWQCB through an application for waste discharge (Water Code Section 13260(a)(1). The term "waters of the State" is defined as any surface water or groundwater, including saline waters, within the boundaries of the State (Water Code § 13050(e)). It should be noted that pursuant to the Porter-Cologne Water Quality Control Act, the RWQCB also regulates "isolated wetlands," or those wetlands considered to be outside of the Corps' jurisdiction pursuant to the SWANCC decision (see Corps Section above).

The RWQCB generally considers filling in waters of the State to constitute "pollution." Pollution is defined as an alteration of the quality of the waters of the State by waste that unreasonably affects its beneficial uses (Water Code §13050(1)). The RWQCB litmus test for determining if a project should be regulated pursuant to the Porter-Cologne Water Quality Control Act is if the action could result in any "threat" to water quality.

The RWQCB requires complete pre- and post-development Best Management Practices (BMPs) for any portion of the project site that is developed. This means that a water quality treatment plan for the pre- and post-developed project site must be prepared and implemented. Preconstruction requirements must be consistent with the requirements of the National Pollutant Discharge Elimination System (NPDES). That is, a *Stormwater Pollution Prevention Plan* (SWPPP) must be developed prior to the time that a site is graded (see NPDES section below). In addition, a post construction BMPs plan, or a Stormwater Management Plan (SWMP) must be developed and incorporated into any site development plan.

8.3.1 Applicability to The Proposed Project

As the proposed project is currently planning to discharge all surface runoff north, off-site from the proposed project site, to an existing detention basin, the proposed project does not currently have impacts that would be regulated under California's Porter-Cologne Water Quality Control Act. If the plans for the proposed project change and would result in any proposed discharge impacts to a water of the State (see Sheet 1), a Notice of Applicability and an application for Waste Discharge Requirements under the Porter-Cologne Water Quality Control Act will be required. Additionally, measures must be taken to ensure that adequate pre-and post-construction BMPs are incorporated into the project implementation plans and are in-place pre- and post-construction.

9. CITY OF PITTSBURG GENERAL PLAN BIOLOGICAL RESOURCES POLICIES

Below we provide language from the portions of the City's General Plan that pertain to biological resources. Chapter 9 of the 2001 City of Pittsburg General Plan is entitled the "Biological Resources Objective" and addresses Biological Resources Policies, including:

a. Ensure that development does not substantially affect special status species, as required by State and federal agencies. Conduct assessments of biological resources as required by CEQA

prior to approval of development within habitat areas of identified special status species. Development located in or adjacent to these ecologically sensitive areas must complete a site-specific assessment of biological resources as part of the development review process. The City's environmental review process would be used to impose appropriate mitigation measures as required by State and federal agencies to reduce impacts on sensitive habitat and special status species.

b. Establish creek setbacks along riparian corridors, extending a minimum of 50 to 150 feet laterally on each side of the creek bed. Setback buffers for habitat areas of identified special status species and wetlands may be expanded as needed to preserve ecological resources.

c. Prohibit development within creek setback areas, except as part of greenway enhancement (for example, trails and bikeways). Encourage developers to reserve space outside of the creek setbacks where endangered species habitat makes trail development inappropriate.

d. Ensure that riparian corridor characteristics are retained. Encourage the retention and/or reestablishment of creeks in the design of new development.

e. Protect and restore threatened natural resources, such as estuaries, tidal zones, marine life, wetlands, and waterfowl habitat. While much of the marshland and mudflats in the Planning Area are intact, potential for reclamation exists in areas where these have been destroyed, especially along the industrial waterfronts. Potential for this reclamation may exist as some of these sites are converted to other uses. A potential way to promote the value of Pittsburg's natural resources is through education. The City could heighten public awareness of the importance of local marshlands for roosting and nesting sites for migrating waterfowl by creating interpretive facilities with educational displays along the marshlands when possible.

f.Ensure that special-status species and sensitive habitat areas are preserved, as required by State and federal agencies, during redevelopment and intensification of industrial properties along the Suisun Bay waterfront. Limit dredging and filling of wetlands and marshlands, particularly adjacent to Browns Island Preserve.

g. Minimize the runoff and erosion caused by earth movement by requiring development to use best construction management practices (BMPs).

h. Preserve and enhance Pittsburg's creeks for their value in providing visual amenity, drainage capacity, and habitat value.

i. Minimize the runoff and erosion caused by earth movement by requiring development to use best construction management practices (BMPs).

j. Preserve and enhance Pittsburg's creeks for their value in providing visual amenity, drainage capacity, and habitat value.

k. Additional flood control mitigation may include intermixing areas of pavement with the naturally vegetated infiltration sites to reduce the concentration of stormwater runoff from pavement and structures.

l. Require an encroachment permit from Contra Costa Water District (CCWD) for any storm drain facility crossing or encroaching onto Contra Costa Canal rights-of-way. Require all crossings to be constructed in accordance with CCWD standards and requirements.

m. As part of the City's Zoning Ordinance, establish regulations for the preservation of mature trees. Include measures for the replacement of all mature trees removed. Trees are valuable along creeks and watersheds because their root systems help stabilize topsoil and reduce erosion.

n. As part of project review and approval, establish maintenance districts to ensure uniform maintenance for selected channels and creeks.

o. As part of project review and CEQA documentation, require an assessment of downstream drainage (creeks and channels) and City storm-water facilities impacted by potential project runoff. Calculate potential sedimentation and runoff based on the maximum storm event and determine necessary capacity of the downstream drainage system. If the project presents potential downstream sedimentation, runoff or flooding issues, require additional mitigation including but not limited to limitations on grading, construction only in dry seasons.

9.1.1 Applicability to the Proposed Project

The proposed project is the construction of one building and a road on an existing, hard-packed graveled surface that was previously developed. The proposed building would be a minimum of 50 feet from Kirker Creek's top-of-bank. The associated road would be a minimum of 30 feet from the creek's centerline. Kirker Creek's riparian vegetation would remain unaffected by the proposed project (Attachment B, Site Plan). In order to protect Kirker Creek and downstream waters, BMPs such as silt fencing and wildlife friendly hay wattles (that is, no monofilament netting) would be installed prior to grading or construction. There are no special-status species on the project site and thus, there would be no impacts to any state or federally-protected species.

9.2 California Department of Fish and Wildlife Protections

9.2.1 Section 1602 of California Fish and Game Code

Pursuant to Section 1602 of the California Fish and Game Code: "An entity may not substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, unless all of the following occur:

(1) CDFW receives written notification regarding the activity in the manner prescribed by CDFW. The notification shall include, but is not limited to, all of the following:
(A) A detailed description of the project's location and a map.
(B) The name, if any, of the river, stream, or lake affected.

(C) A detailed project description, including, but not limited to, construction plans and drawings, if applicable.
(D) A copy of any document prepared pursuant to Division 13 (commencing with Section 21000) of the Public Resources Code.
(E) A copy of any other applicable local, State, or federal permit or agreement already issued.
(F) Any other information required by CDFW" (Fish & Game Code 2014).

Please see Section 1602 of the current California Fish and Game Code for further details.

Please also note that while not stated in the regulations above, the CDFW typically considers its jurisdiction to include riparian vegetation (that is, the trees and bushes growing along the stream). Thus, any proposed activity in a natural stream channel that would substantially adversely affect an existing fish and/or wildlife resource, including its riparian vegetation, would require entering into a Streambed Alteration Agreement (SBAA) with the CDFW prior to commencing with work in the stream. However, prior to authorizing such permits, the CDFW typically reviews an analysis of the expected biological impacts, any proposed mitigation plans that would be implemented to offset biological impacts and engineering and erosion control plans.

9.2.2 Applicability to The Proposed Project

Kirker Creek is an intermittent drainage as shown on the USGS Antioch North 7.5 minute quadrangle. If the proposed project would impact Kirker Creek or its riparian vegetation, a Section 1602 Agreement (Streambed Alteration Agreement) would be required by the CDFW prior to initiating the work. Impacts to the riparian vegetation or the creek itself would likely require mitigation in the form of tree planting and monitoring and would become conditions of the Streambed Alteration Agreement.

10. IMPACTS ANALYSIS

Below the criteria used in assessing impacts to Biological Resources is presented.

10.1 Significance Criteria

A significant impact is determined using CEQA and CEQA Guidelines. Pursuant to CEQA §21068, a significant effect on the environment means a substantial, or potentially substantial, adverse change in the environment. Pursuant to CEQA Guideline §15382, a significant effect on the environment is further defined as 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 historical or aesthetic significance. Other Federal, State, and local agencies' considerations and regulations are also used in the evaluation of significance of proposed actions.

Direct and indirect adverse impacts to biological resources are classified as "significant," "potentially significant," or "less than significant." Biological resources are broken down into four categories: vegetation, wildlife, threatened and endangered species, and regulated "waters of the United States" and/or stream channels.

10.1.1 THRESHOLDS OF SIGNIFICANCE

10.1.1.1 Plants, Wildlife, Waters

In accordance with Appendix G (Environmental Checklist Form) of the CEQA Guidelines, implementing the project would have a significant biological impact if it would:

- 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 CDFW or USFWS.

- 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 CDFW or USFWS.

- Have a substantial adverse effect on federally protected "wetlands" as defined by Section 404 of the CWA (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.

- 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.

- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

10.1.1.2 Waters of the United States and State.

Pursuant to Section 404 of the CWA (33 U.S.C. 1344), the Corps regulates the discharge of dredged or fill material into waters of the United States, which includes wetlands, as discussed in the bulleted item above, and also includes "other waters" (stream channels, rivers) (33 CFR Parts 328 through 330). Substantial impacts to Corps regulated areas on a project site would be considered a significant adverse impact. Similarly, pursuant to Section 401 of the CWA, and to the Porter-Cologne Water Quality Control Act, the RWQCB regulates impacts to waters of the state. Thus, if there were substantial impacts to RWQCB regulated areas to a project site, there would also be considered a significant adverse impact.

10.1.1.3 Stream Channels

Pursuant to Section 1602 of the California Fish and Game Code, CDFW regulates activities that divert, obstruct, or alter stream flow, or substantially modify the bed, channel, or bank of a stream which CDFW typically considers to include riparian vegetation. Any proposed activity that would result in substantial modifications to a natural stream channel would be considered a significant adverse impact.

11. IMPACT ASSESSMENT AND PROPOSED MITIGATION

This Impact Assessment is based on an April 30, 2020 Site Plan prepared by JRMA Architects and Engineers (attached). In this section we discuss potential impacts to sensitive biological resources. We follow each impact with a mitigation prescription that when implemented would reduce impacts to the greatest extent possible.

11.1 Impact BIO-1. Development of the Project Would Have a Potentially Significant Adverse Impact on Nesting Birds (Potentially Significant)

Common bird species, typically those well adapted to man's activities, could nest in the riparian trees along Kirker Creek and in the blue gum trees on the project site. Other birds could nest on the ground. Nesting birds are protected under the Migratory Bird Treaty Act (50 CFR 10.13) and their eggs and young are protected under California Fish and Game Code Sections 3503, 3503.5. Any project-related impacts to these species would be considered a significant adverse impact. Potential impacts to these species from the proposed project include disturbance to nesting birds and possibly death of adults and/or young.

Impacts to nesting birds, their eggs, and/or young caused by implementation of the proposed project would be regarded as potentially significant pursuant to the CEQA. Mitigation could be implemented to reduce these impacts to levels regarded as less than significant pursuant to the CEQA.

11.2 Mitigation Measure BIO-1. Nesting Birds

To avoid impacts to nesting birds, a nesting survey shall be conducted within 15 days of commencing with construction work or tree removal if this work would commence between February 1st and August 31st. The nesting survey should include an examination of the entire project site including all riparian habitat and all trees and shrubs onsite and within 200 feet of the project site (i.e., within a zone of influence of nesting birds). The zone of influence includes those areas outside the project site where birds could be disturbed by earth-moving vibrations and/or other construction-related noise.

If birds are identified nesting on or within the zone of influence of the construction project, a qualified biologist shall establish a temporary protective nest buffer around the nest(s). The nest buffer should be staked with orange construction fencing. The buffer must be of sufficient size to protect the nesting site from construction-related disturbance and shall be established by a qualified ornithologist or biologist with extensive experience working with nesting birds near and on construction sites. Typically, adequate nesting buffers are 50 feet from the nest site or nest tree dripline for small birds and up to 300 feet for sensitive nesting birds that include several raptor species known in the region of the project site but that are not expected to occur on the project site.

No construction or earth-moving activity shall occur within any established nest protection buffer prior to September 1 unless it is determined by a qualified ornithologist/biologist that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid project construction zones, or that the nesting cycle is otherwise completed. At the end of the nesting

cycle, as determined by a qualified biologist, temporary nesting buffers may be removed, and construction may commence in established nesting buffers without further regard for the nest site. ***Implementation of these mitigation measures would reduce impacts to nesting birds to a level regarded as less than significant pursuant to CEQA.***

11.3 Impact BIO-2. Bats –Tree Removal and Site Development May Have a Potentially Significant Impact on Western Red Bat (Potentially Significant)

The trees onsite may provide roosting and maternity habitat for the special-status western red bat. This bat species is designated by the State as a "species of special concern." In accordance with the CEQA Guidelines (Section 15380) which protects "rare" and "endangered" species as defined by CEQA (species of special concern meet this CEQA definition), impacts to this bat species would be considered a **potentially significant adverse impact**. Potential impacts to special-status bats from the proposed project include loss of maternity and/or roosting habitat, death of individual adult bats and/or young. This impact could be mitigated to a less than significant level.

11.4 Mitigation Measure BIO-2. Special-Status Bats

In order to avoid impacts to roosting western red bat or other special-status bats, tree removal should only be conducted during seasonal periods of bat activity: between August 31 and October 15, when bats would be able to fly and feed independently, and between March 1 and April 1st to avoid hibernating bats, and prior to the formation of maternity colonies. Then a qualified biologist, one with at least two years of experience surveying for bats, should do preconstruction surveys for roosting bats within 14 days of starting work. If the qualified biologist finds evidence of bat presence during the surveys, then he/she should develop a plan for removal and exclusion, in conjunction with the CDFW.

If tree removal must occur outside of the seasonal activity periods mentioned above (i.e., between October 16 and February 28/29, or between April 2 and August 30), then a qualified biologist, one with at least two years of experience surveying for bats, should do preconstruction surveys within 14 days of starting work. If roosts are found, a determination should be made whether there are young. If a maternity site is found, impacts to the maternity site will be avoided by establishment of a non-disturbance buffer until the young have reached independence. The size of the buffer zone should be determined by the qualified bat biologist at the time of the surveys. If the qualified biologist finds evidence of bat presence during the surveys, then he/she should develop a plan for removal and exclusion, when there are not dependent young present, in conjunction with the CDFW.

This mitigation measure would reduce the project's impact to special-status bats to a level considered less than significant.

12. REFERENCES

Baldwin D.H, Goldman D.H., Keil D.J., Patterson R, Rosatti T.J., Wilken D.H. (ed.). 2012. The Jepson Manual Vascular Plants of California: Second Edition. University of California Press, Berkeley. 1568 pps. http://ucjeps.berkeley.edu/interchange/index.html

CDFW (California Department of Fish and Wildlife). 2016. Complete List of Amphibian, Reptile, Bird and Mammal Species in California. (updated).

CNDDB (California Natural Diversity Data Base). 2020. RareFind 5. Computer printout for special-status species within a 3-mile radius of the project site. California Natural Heritage Division, California Department of Fish and Wildlife, Sacramento, CA.

Corps (U.S. Army Corps of Engineers). 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report, Y-87-1. US Army Engineer Waterways Experiment Station. Vicksburg, Mississippi. 100 pp.

Corps (U.S. Army Corps of Engineers). 2008. Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2). Ed. J.S. Wakeley, R.W. Lichvar, and C.V. Noble. ERDC/EL TR-06-16. Vicksburg, MS: U.S. Army Engineer Research and Development Center. September 2008.

Corps (Department of the Army, Corps of Engineers, Department of Defense) and Environmental Protection Agency. 2020. The Navigable Waters Protection Rule: Definition of ‘‘Waters of the United States;’’ Final Rule. Federal Register 40 CFR Parts 110, 112, 116, 117, 120, 122, 230, 232, 300, 302, and 401. April 21, 2020 (Vol. 85, No. 77) Pages 22250-22342.

Pierson, E.D., W.E. Rainey, and C. Corben. 2006. Distribution and status of Western red bats (*Lasiurus blossevillii*) in California. California Department of Fish and Game, Habitat Conservation Planning Branch, Species Conservation and Recovery Program Report 2006-04, Sacramento, California.

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Figure 1. 1600 Loveridge Avenue Project Site
Regional Map
Pittsburg, California

County: Contra Costa
Map Preparation Date: July 13, 2020

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Figure 2. 1600 Loveridge Avenue Project Site
Location Map
Pittsburg, California

38.018351 -121.859246
Land Grant
7.5-Minute Antioch North quadrangle
Aerial Photograph Source: ESRI
Map Preparation Date: July 13, 2020

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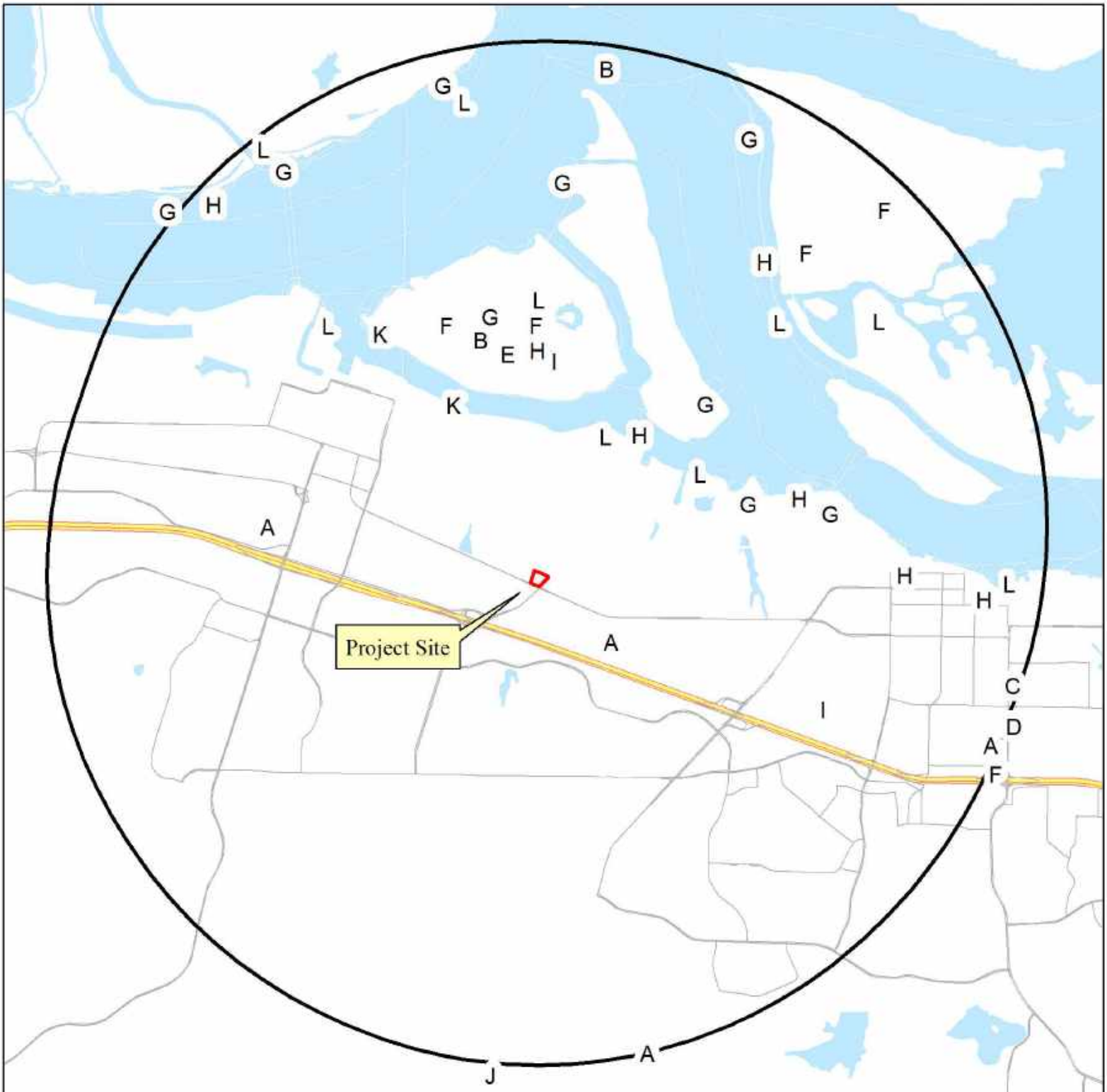
Figure 3. Aerial Photograph of the
1600 Loveridge Avenue Project Site
Pittsburg, California

Aerial Photograph Source: ESRI
Map Preparation Date: July 13, 2020



A	*Blepharizonia plumosa*	E	*Erysimum capitatum var. angustatum*	I	*Limosella australis*
B	*Cicuta maculata var. bolanderi*	F	*Lasthenia conjugens*	J	*Madia radiata*
C	*Cryptantha hooveri*	G	*Lathyrus jepsonii var. jepsonii*	K	*Oenothera deltoides ssp. howellii*
D	*Eriogonum truncatum*	H	*Lilaeopsis masonii*	L	*Symphyotrichum lentum*

0 0.5 1 2 3 Miles

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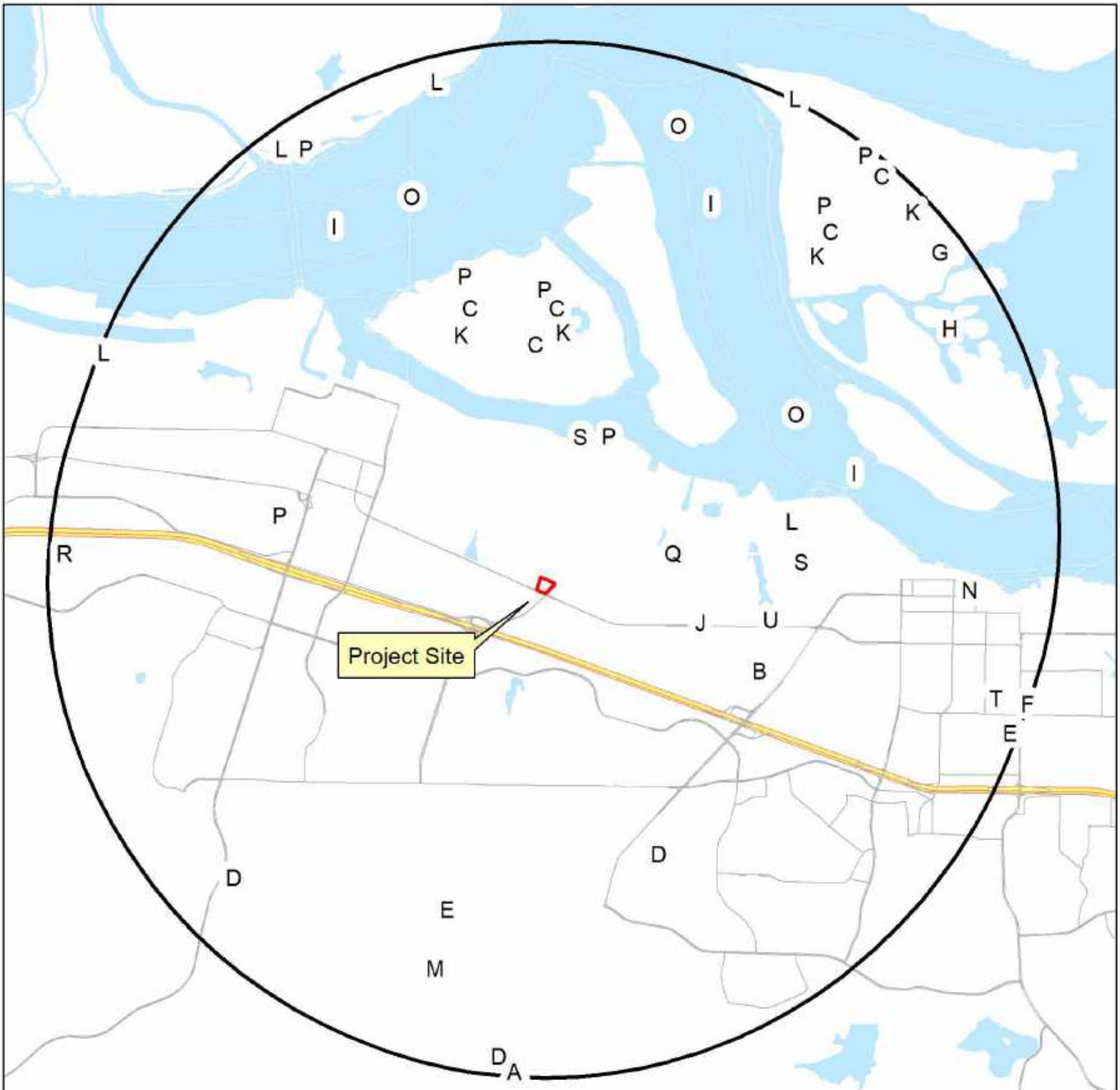
Figure 4A. Known CNDDB Records for Special-Status Plant Species Within 3 Miles of the 1600 Loveridge Avenue Project Site

Map Preparation Date:
July 13, 2020
3-Mile Radius
Source: CDFW, California Natural Diversity Data Base, 2020



A	Alameda whipsnake	H	Lange's metalmark butterfly	O	Steelhead - Central Valley DPS
B	Burrowing owl	I	Longfin smelt	P	Suisun song sparrow
C	California black rail	J	Northern California legless lizard	Q	Vernal pool fairy shrimp
D	California red-legged frog	K	Saltmarsh common yellowthroat	R	Western bumble bee
E	California tiger salamander	L	Salt-marsh harvest mouse	S	Western pond turtle
F	Crotch bumble bee	M	San Joaquin kit fox	T	Western red bat
G	Delta smelt	N	Song sparrow (""Modesto"" population)	U	White-tailed kite

0 0.5 1 2 3 Miles

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Figure 4B. Known CNDDB Records for Special-Status Wildlife Species Within 3 Miles of the 1600 Loveridge Avenue Project Site

Map Preparation Date:
July 13, 2020
3-Mile Radius
Source: CDFW, California Natural Diversity Data Base, 2020

Table 1

Plant Species Observed on the Mt. Diablo Resource Recovery Project Site

Angiosperms - Dicots

Anacardiaceae	
**Pistacia atlantica*	Atlantic pistachio
Apiaceae	
**Foeniculum vulgare*	Sweet fennel
Apocynaceae	
Asclepias fascicularis	Narrow-leaf milkweed
Asteraceae	
Artemisia douglasiana	California mugwort
Baccharis pilularis subsp. consanguinea	Coyote brush
**Carduus pycnocephalus subsp. pycnocephalus*	Italian thistle
**Cynara cardunculus*	Artichoke thistle
**Dittrichia graveolens*	Stinkwort
**Helminthotheca echioides*	Bristly ox-tongue
**Sonchus oleraceus*	Common sow-thistle
Xanthium strumarium	Cocklebur
Boraginaceae	
Amsinckia intermedia	Common fiddleneck
Brassicaceae	
**Brassica nigra*	Black mustard
**Lepidium latifolium*	Broadleaf pepperweed
Convolvulaceae	
**Convolvulus arvensis*	Bindweed
Fabaceae	
**Vicia benghalensis*	Purple vetch
Juglandaceae	
**Juglans nigra*	Black walnut
Malvaceae	
Malvella leprosa	Alkali mallow
Myrtaceae	
**Eucalyptus sp.*	Eucalyptus
Oleaceae	
Fraxinus anomala	Single-leaf ash
Fraxinus latifolia	Oregon ash
Onagraceae	
Epilobium brachycarpum	Summer cottonweed
Polygonaceae	
**Rumex crispus*	Curly dock
Salicaceae	
Populus fremontii subsp. fremontii	Fremont cottonwood

* Indicates a non-native species

Table 1

Plant Species Observed on the Mt. Diablo Resource Recovery Project Site

Salix laevigata	Red willow
Solanaceae	
**Datura sp.*	Thornapple
Angiosperms -Monocots	
Cyperaceae	
Cyperus eragrostis	Tall flatsedge
Poaceae	
**Avena barbata*	Slender wild oat
**Avena fatua*	Wild oat
**Bromus diandrus*	Ripgut grass
**Echinochloa crus-galli*	Barnyard grass
Elymus glaucus	Blue wildrye
**Festuca perennis*	perennial ryegrass
**Hordeum murinum subsp. leporinum*	Hare barley
**Phalaris aquatica*	Harding grass
**Stipa miliacea var. miliacea*	Smilo grass

* Indicates a non-native species

Table 2
Wildlife Observed on the Mt. Diablo Resources Recovery Project Site

Birds	
Rock pigeon	*Columba livia*
Mourning dove	*Zenaida macroura*
Tree swallow	*Tachycineta bicolor*
Barn swallow	*Hirundo rustica*
Northern mockingbird	*Mimus polyglottos*
House finch	*Haemorhous mexicanus*
Mammals	
Raccoon (scat)	*Procyon lotor*
Virginia opossum	*Didelphis virginiana*

Table 3

Special-Status Plant Species Known to Occur within 3 Miles of the Mt Diablo Resources Recovery Project Site

Family Taxon Common Name	Status*	Flowering Period	Habitat	Area Locations	Probability on Project Site
Apiaceae					
Cicuta maculata bolanderi Bolander's waterhemlock	Fed: - State: - CNPS: Rank 2B.1	July-September	Marshes and swamps (coastal, fresh, or brackish). 0 to 200 meters.	Closest known record is approximately 1.0 mile N of the project site (Occurrence No. 2).	None. Not observed in Kirker Creek in June and July 2020. No suitable habitat. No impacts expected.
Lilaeopsis masonii Mason's lilaeopsis	Fed: - State: CR CNPS: Rank 1B.1	April-October	Marshes and swamps (brackish or freshwater); riparian scrub.	Closest known record is approximately 0.92-mile N of the project site (Occurrence No. 21).	None. Not observed in Kirker Creek in June or July 2020. No suitable habitat. No impacts expected.
Asteraceae					
Blepharizonia plumosa Big tarplant	Fed: - State: - CNPS: Rank 1B.1	July-October	Valley and foothill grassland.	Closest known record overlaps the project site (Occurrence No. 1).	None. No grasslands located on the project site. No suitable habitat. Not observed in June or July 2020. No impacts expected.
Lasthenia conjugens Contra Costa goldfields	Fed: FE State: - CNPS: Rank 1B.1	March-June	Valley and foothill grassland (mesic); vernal pools.	Closest known record is approximately 2.3 miles ESE of the project site (Occurrence No. 8).	None. No grasslands or vernal pools located on the project site. No suitable habitat. No impacts expected.
Madia radiata Showy golden madia	Fed: - State: - CNPS: Rank 1B.1	March-May	Cismontane woodland; valley and foothill grassland.	Closest known record is approximately 2.55 miles S of the project site (Occurrence No. 27).	None. No woodland or grassland located on the project site. No suitable habitat. No impacts expected.
Symphyotrichum lentum Suisun Marsh aster	Fed: - State: - CNPS: Rank 1B.2	August-November	Marshes and swamps (brackish and fresh water)	Closest known record is approximately 0.89 miles NE of the project site (Occurrence No. 48).	None. Not observed in Kirker Creek in June or July 2020. No suitable habitat. No impacts expected.

Table 3

Special-Status Plant Species Known to Occur within 3 Miles of the Mt Diablo Resources Recovery Project Site

Family Taxon Common Name	Status*	Flowering Period	Habitat	Area Locations	Probability on Project Site
Boraginaceae					
Cryptantha hooveri Hoover's cryptantha	Fed: - State: - CNPS: Rank 1A	April-May	Valley and foothill grassland (sandy).	Closest known record is approximately 2.9 miles ESE of the project site (Occurrence No. 4).	None. No grasslands located on the project site. No suitable habitat. No impacts expected.
Brassicaceae					
Erysimum capitatum angustatum Contra Costa wallflower	Fed: FE State: CE CNPS: Rank 1B.1	March-July	Inland dunes.	Closest known record is approximately 1.0 mile N of the project site (Occurrence No. 4).	None. No inland dunes located on the project site. No suitable habitat. No impacts expected.
Fabaceae					
Lathyrus jepsonii jepsonii Delta tule pea	Fed: - State: - CNPS: Rank 1B.2	May-September	Marshes and swamps (freshwater and brackish).	Closest known record is approximately 0.92-mile N of the project site (Occurrence No. 1).	None. No marshes or swamps located on the project site. No suitable habitat. No impacts expected.
Onagraceae					
Oenothera deltoides howellii Antioch dunes evening-primrose	Fed: FE State: CE CNPS: Rank 1B.1	March-September	Interior dunes.	Closest known record is approximately 1.11 miles NW of the project site (Occurrence No. 7).	None. No interiror dunes located on the project site. No suitable habitat. No impacts expected.
Polygonaceae					
Eriogonum truncatum Mount Diablo buckwheat	Fed: - State: - CNPS: Rank 1B.1	April-September	Chaparral; coastal scrub; valley and foothill grassland; [sandy].	Closest known record is approximately 2.3 miles ESE of the project site (Occurrence No. 4).	None. No chaparral, coastal scrub or grasslands located on the project site. No suitable habitat. No impacts expected.

Table 3

Special-Status Plant Species Known to Occur within 3 Miles of the Mt Diablo Resources Recovery Project Site

Family Taxon Common Name	Status*	Flowering Period	Habitat	Area Locations	Probability on Project Site
Scrophulariaceae					
Limosella australis Delta mudwort	Fed: - State: - CNPS: Rank 2.1	May-August	Marshes and swamps; intertidal mudflats.	Closest known record is approximately 1.22 miles ENE of the project site (Occurrence No. 39).	None. Not observed in Kirker Creek in June or July 2020. No suitable habitat. No impacts expected.

***Status**

Federal:
FE - Federal Endangered
FT - Federal Threatened
FPE - Federal Proposed Endangered
FPT - Federal Proposed Threatened
FC - Federal Candidate

State:
CE - California Endangered
CT - California Threatened
CR - California Rare
CC - California Candidate
CSC - California Species of Special Concern

CNPS:
Rank 1A - Presumed extinct in California
Rank 1B - Plants rare, threatened, or endangered in California and elsewhere
Rank 1B.1 - Seriously endangered in California (over 80% occurrences threatened/ high degree and immediacy of threat)
Rank 1B.2 - Fairly endangered in California (20-80% occurrences threatened)
Rank 1B.3 - Not very endangered in California (<20% of occurrences threatened or no current threats known)

CNPS Continued:
Rank 2 - Plants rare, threatened, or endangered in California, but more common elsewhere
Rank 2A - Extirpated in California, common elsewhere
Rank 2B.1 - Seriously endangered in California, but more common elsewhere
Rank 2B.2 - Fairly endangered in California, but more common elsewhere
Rank 2B.3 - Not very endangered in California, but more common elsewhere
Rank 3 - Plants about which we need more information (Review List)
Rank 3.1 - Plants about which we need more information (Review List) Seriously endangered in California
Rank 3.2 - Plants about which we need more information (Review List) Fairly endangered in California
Rank 4 - Plants of limited distribution - a watch list

Table 4

Special-Status Wildlife Species Known to Occur within 3 Miles of the Mt Diablo Resources Recovery Project Site

Species	*Status	Habitat	Closest Locations	Probability on Project Site
Invertebrates				
Vernal pool fairy shrimp *Branchinecta lynchi*	Fed: FT State: - Other:	Endemic to the grasslands of the Central Valley, central coast mountains, and south coast mountains. Inhabit static rain-filled/vernal pools, small, clear water sandstone-depression pools and grassed swale, earth slump, or basalt-flow depression pools.	Closest known record is approximately 0.64-mile E of the project site (Occurrence No. 212).	None. No suitable habitat. No pools, swales or slumps on the project site. No impact expected.
Insects				
Western bumble bee *Bombus occidentalis*	Fed: State: CC Other:	Inhabits grassland with select food plants: Melilotus, Cirsium, Trifolium, Centaurea, Chrysothamnus, and Eriogonum. Typically nests underground in abandoned rodent burrows or other cavities.	Closest known record is approximately 3.0 miles W of the project site (Occurrence No. 212).	None. Site is disturbed, hard-packed ground. No burrowing opportunities. No impact expected.
Crotch bumble bee *Bombus crotchii*	Fed: State: CC Other:	Inhabits grassland and scrub areas, with select food plants: Antirrhinum, Phacelia, Clarkia, Dendromecon, Eschscholzia, and Eriogum. Nests underground, often in abandoned rodent dens.	Closest known record is approximately 2.3 miles SSW of the project site (Occurrence No. 14).	None. No suitable habitat. No food plants present on project site. No impact expected.
Lange's metalmark butterfly *Apodemia mormo langei*	Fed: FE State: - Other:	Found in stabilized sand dunes along the San Joaquin River at Antioch (Contra Costa County). Buckwheat (Eriogonum nudum var. auriculatum) is the host plant. Nectars on other wildflowers as well as the buckwheat.	Closest known record overlaps with the project site (Occurrence No. 1).	None. No suitable habitat. No sand dunes or host plants on the project site. No impact expected.
Fish				
Steelhead - California Central Valley ESU *Oncorhynchus mykiss*	Fed: FT State: - Other:	Found in the Sacramento and San Joaquin Rivers and their tributaries. Migrates through the estuary to spawning grounds. Eggs are laid in small and medium gravel and need a good water flow to survive.	Closest known record is approximately 1.55 miles NW of the project site (Occurrence No. 27).	None. No suitable habitat. No river or suitable tributary on the project site. No impact expected.

Table 4

Special-Status Wildlife Species Known to Occur within 3 Miles of the Mt Diablo Resources Recovery Project Site

Species	*Status	Habitat	Closest Locations	Probability on Project Site
Longfin smelt *Spirinichus thaleichthys*	Fed: -- State: CT Other:	Endemic to the Sacramento-San Joaquin River system. Inhabits open waters in the Delta and Suisun Bay. After spawning, larvae are carried downstream to brackish nursery areas.	Closest known record is approximately 0.85-mile NE of the project site (Occurrence No. 17).	None. No suitable habitat. No open waters or brackish water on the project site. No impact expected.
Amphibians				
California tiger salamander (Cnt Vly DPS) *Ambystoma californiense*	Fed: FT State: CT Other:	Found in grassland habitats of the valleys and foothills. Requires burrows for aestivation and standing water until late spring (May) for larvae to metamorphose.	Closest known record is approximately 2.1 miles SSW of the project site (Occurrence No. 814).	None. No suitable habitat. No grassland habitat on project site, no vernal pool habitat. No impact expected.
California red-legged frog *Rana draytonii*	Fed: FT State: CSC Other:	Occurs in lowlands and foothills in deeper pools and streams, usually with emergent wetland vegetation. Requires 11-20 weeks of permanent water for larval development.	Closest known record is approximately 1.9 miles SSE of the project site (Occurrence No. 531).	None. No records north of Highway 4. Kirker Creek in vicinity not suitable, heavily distubed, garbage in creek, dry in summer and fall. See text. No impact expected.
Reptiles				
Western pond turtle *Emys marmorata*	Fed: - State: CSC Other:	Uncommon to common in suitable aquatic habitat throughout CA, west of the Sierra-Cascade crest and absent from desert regions, except the Mojave River. Associated with permanent or nearly permanent water in a wide variety of habitat types.	Closest known record is approximately 0.8-mile NE of the project site (Occurrence No. 144).	None. No suitable habitat. No water present on the project site. No impact expected.
Northern California legless lizard *Anniella pulchra*	Fed: - State: CSC Other:	Occurs from the southern edge of the San Joaquin River in northern Contra Costa County south to Ventura County. Inhabit sandy soil/dune area with bush lupine and mock heather as dominant plants. Moist soil is essential.	Closest known record is approximately 0.37-miles SE of the project site (Occurrence No. 381).	None. No suitable habitat. No sand soil or dunes on the project site. No impact expected.
Alameda Whipsnake *Masticophis lateralis euryxanthus*	Fed: FT State: CT Other:	Coastal scrub and chaparral habitats of Contra Costa and Alameda Counties. Prefers south-facing slopes with a mosaic of shrubs, trees, and grassland.	Closest known record is approximately 2.9 miles S of the project site (Occurrence No. 87).	None. No suitable habitat. No coastal scrub or chaparral habitat on the project site. No impact expected.

Table 4

Special-Status Wildlife Species Known to Occur within 3 Miles of the Mt Diablo Resources Recovery Project Site

Species	*Status	Habitat	Closest Locations	Probability on Project Site
Birds				
Song Sparrow (Modesto Population) *Melospiza melodia mailliardi*	Fed: State: CSC Other:	Endemic to California, residing only in the north-central portion of the Central Valley. Inhabits emergent freshwater marsh. vegetated irragation canals and levees dominated by tules/cattails, and blackberry. Nests in riparian willows and valley oak.	Closest known record is approximately 1.6 miles E of the project site (Occurrence No. 91).	None. No suitable habitat. No marshes located on the project site. No impact expected.
White-tailed kite *Elanus leucurus*	Fed: State: FP Other:	Found in lower foothills and valley margins with scattered oaks and along river bottomlands or marshes adjacent to oak woodlands. Nests in trees with dense tops.	Closest known record is approximately 1.31 miles ESE of the project site (Occurrence No. 17).	None. Riparian habitat is extremely disturbed because it is channelized, and because it is adjacent to the Pittsburg-Antioch Highway. The canopy is sparse and incomplete. No suitable habitat. No impact expected.
California black rail *Laterallus jamaicensis coturniculus*	Fed: -- State: CT Other:	Inhabits salt marshes bordering larger bays. Prefers tidal salt marshes of pickleweed.	Closest known record is approximately 1.4 miles N of the project site (Occurrence No. 136).	None. No suitable habitat. No salt marshes on the project site. No impact expected.
Western burrowing owl *Athene cunicularia hypugaea*	Fed: -- State: CSC Other:	Found in open, dry annual or perennial grasslands, deserts and scrublands characterized by low-growing vegetation. Subterranean nester, dependent upon burrowing mammals, most notably, the California ground squirrel.	Closest known record is approximately 1.5 miles SE of the project site (Occurrence No. 1153).	None. No suitable habitat. No grassland and no burrowing animals noted on the project site. No impact expected.
Suisun song sparrow *Melospiza melodia maxillaris*	Fed: -- State: CSC Other:	Resident of brackish marshes surrounding Suisun Bay. Prefers riparian areas, cattails, tules, sedges, and pickleweed. Also found in tangles bordering sloughs.	Closest known record is approximately 0.7-mile W of the project site (Occurrence No. 39).	None. No suitable habitat. No brackish marsh on the project site. No impact expected.
Mammals				
Western red bat *Lasiurus blossevillii*	Fed: State: CSC Other:	Prefers riparian areas where they roost in tree foliage. This bat is occasionally captured in riparian habitats dominated by cottonwoods, oaks, sycamores, and walnuts and is rarely found in desert habitats.	Closest known record is approximately 2.3 miles SE of the project site (Occurrence No. 66).	Low. Possible rookery and nursery trees are located along a Pittsburg-Antioch Highway, which would heavily disturb this habitat - see text.

Table 4

Special-Status Wildlife Species Known to Occur within 3 Miles of the Mt Diablo Resources Recovery Project Site

Species	*Status	Habitat	Closest Locations	Probability on Project Site
Salt marsh harvest mouse *Reithrodontomys raviventris*	Fed: FE State: CE Other:	Inhabits saline marshes in the San Francisco Estuary. Prefers pickleweed marshes. Requires higher areas for escaping high water.	Closest known record is approximately 0.95-mile E of the project site (Occurrence No. 66).	None. No suitable habitat. No salt marshes located on the projec site. No impact expected.
San Joaquin kit fox *Vulpes macrotis mutica*	Fed: FE State: CT Other:	Inhabits open grasslands with scattered shrubs. Needs loose-textured sand soils for burrowing.	Closest known record is approximately 2.5 miles SSW of the project site (Occurrence No. 554).	None. No suitable habitat. No grasslands or sandy soils on the project site. No impact expected.

***Status**

Federal:
- FE - Federal Endangered
- FT - Federal Threatened
- FPE - Federal Proposed Endangered
- FPT - Federal Proposed Threatened
- FC - Federal Candidate
- FPD - Federally Proposed for delisting

State:
- CE - California Endangered
- CT - California Threatened
- CR - California Rare
- CC - California Candidate
- CSC - California Species of Special Concern
- FP - Fully Protected
- WL - Watch List. Not protected pursuant to CEQA

** This frog is listed as “endangered” in the Southern Sierra, central, and southern California coasts and “threatened” in the Northern Sierra and Feather River. This frog is not protected pursuant to CESA on the northern coast of California.

Mt. Diablo Resource Recovery Center
Kirker Creek Site Representative Photographs July 2020

Figure 1. Accumulated trash in Kirker Creek, east of the the project site.

Mt. Diablo Resource Recovery Center
Kirker Creek Site Representative Photographs July 2020

Figure 2. Kirker Creek, east of the project site, looking west.

Mt. Diablo Resource Recovery Center
Kirker Creek Site Representative Photographs July 2020

Figure 3. Kirker Creek east of the project site, looking east.

Mt. Diablo Resource Recovery Center
Kirker Creek Site Representative Photographs July 2020

Figure 4. Kirker Creek, approximately 300 feet west of the project facing west, showing the only water throughout the section of Kirker Creek that was surveyed.

Mt. Diablo Resource Recovery Center
Kirker Creek Site Representative Photographs July 2020

LEGEND

- EXISTING BUILDING
- PHASE I - 40-FT WIDE ACCESS ROAD

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- ACCESSIBLE PATH OF TRAVEL
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

VICINITY MAP

JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH | TRUE NORTH

SITE PLAN

MDRRP
Material Recovery Facility and Transfer Station
1300 Loveridge Rd, Pittsburg, CA 94565

Job No. 5552
04.30.2020

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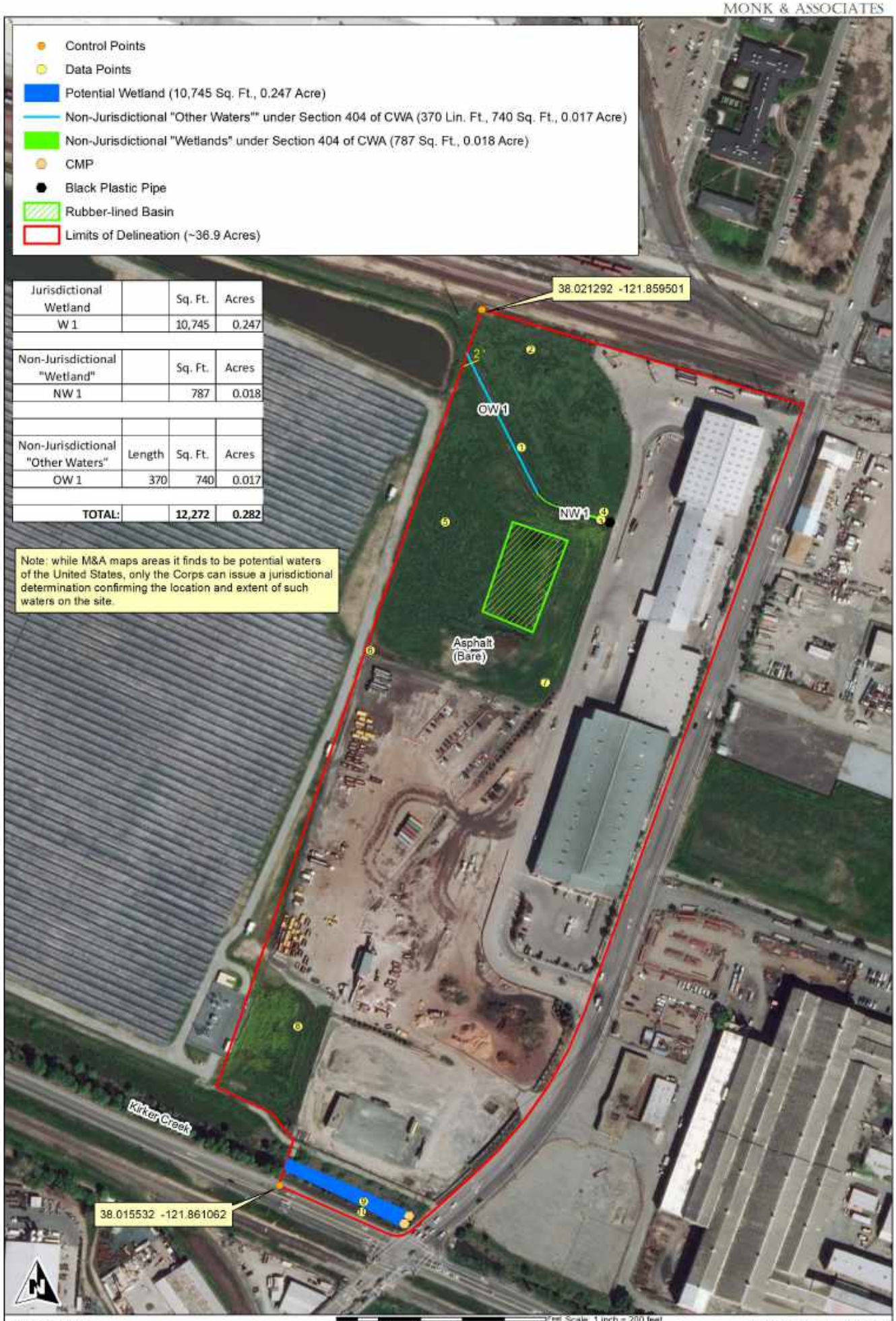
A1.1



Jurisdictional Wetland		Sq. Ft.	Acres
W 1		10,745	0.247

Non-Jurisdictional "Wetland"		Sq. Ft.	Acres
NW 1		787	0.018

Non-Jurisdictional "Other Waters"	Length	Sq. Ft.	Acres
OW 1	370	740	0.017
TOTAL:		**12,272**	**0.282**

Note: while M&A maps areas it finds to be potential waters of the United States, only the Corps can issue a jurisdictional determination confirming the location and extent of such waters on the site.

Scale: 1 inch = 200 feet

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Environmental Consultants
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Sheet 1. Draft Aquatic Resources Delineation Map
Mt. Diablo Resource Recovery Park Project
1300 and 1600 Loveridge Road, Pittsburg, California

Delineation Date: June 23, 2020
Delineation Conducted by:
Sarah Lynch & Monica Matthews
Aerial Photograph Source: ESRI
Map Preparation Date: July 6, 2020

APPENDIX F.
DRAFT AQUATIC RESOURCES MAP
MONK & ASSOCIATES, INC.
JULY 30, 2020

Jurisdictional Wetland		Sq. Ft.	Acres
W 1		10,745	0.247
Non-Jurisdictional "Wetland"		Sq. Ft.	Acres
NW 1		787	0.018
Non-Jurisdictional "Other Waters"	Length	Sq. Ft.	Acres
OW 1	370	740	0.017
TOTAL:		**12,272**	**0.282**

Note: while M&A maps areas it finds to be potential waters of the United States, only the Corps can issue a jurisdictional determination confirming the location and extent of such waters on the site.

U.S. Army Corps of Engineers
San Francisco District
Regulatory Division

Extent of U.S. Army Corps of Engineers' Jurisdiction
Pursuant to Section 404 Clean Water Act

Mt. Diablo Resource Recovery Center
Pittsburg, Contra Costa County, California
(APN: 073-200-013, -014, -015, -027, -028, -029)

Study Area Boundary

Wetland/Water of the U.S.

Non-Jurisdictional Feature

File ID. **2013-000335** Date: **October 5, 2020** 1 Sheet

Scale: 1 inch = 200 feet

Monk & Associates
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1136 Saranap Avenue, Suite Q
Walnut Creek, California 94595
(925) 947-4867

Sheet 1. Draft Aquatic Resources Delineation Map
Mt. Diablo Resource Recovery Park Project
1300 and 1600 Loveridge Road, Pittsburg, California

Delineation Date: June 23, 2020
Delineation Conducted by:
Sarah Lynch & Monica Matthews
Aerial Photograph Source: ESRI
Map Preparation Date: July 6, 2020

APPENDIX G.
CORRESPONDENCE WITH US ARMY CORPS OF ENGINEERS WITH APPROVED JURISDICTIONAL DETERMINATION FORM, OCTOBER 20, 2020

U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): 05-OCT-2020
ORM Number: SPN-2013-00033
Associated JDs: N/A
Review Area Location[1]:
State/Territory: CA City: Pittsburg County/Parish/Borough: Contra Costa County
Center Coordinates of Review Area: Latitude 38.018571 Longitude -121.859321

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- ☐ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A or describe rationale.
- ☐ There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in section II.B).
- ☒ There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in section II.C).
- ☒ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)[2]

§ 10 Name	§ 10 Size	§ 10 Criteria	Rationale for § 10 Determination
N/A	N/A	N/A	N/A

C. Clean Water Act Section 404

Territorial Seas and Traditional Navigable Waters ((a)(1) waters)[3]

(a)(1) Name	(a)(1) Size	(a)(1) Criteria	Rationale for (a)(1) Determination
N/A	N/A	N/A	N/A

Tributaries ((a)(2) waters):

(a)(2) Name	(a)(2) Size	(a)(2) Criteria	Rationale for (a)(2) Determination
See a4 below	N/A	N/A	N/A

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):

(a)(3) Name	(a)(3) Size	(a)(3) Criteria	Rationale for (a)(3) Determination
N/A	N/A	N/A	N/A

Adjacent wetlands ((a)(4) waters):

(a)(4) Name	(a)(4) Size	(a)(4) Criteria	Rationale for (a)(4) Determination
SPN-2013-00033 W1 (Kirker Creek)	330 feet	(a)(4) Wetland abuts an (a)(1)-(a)(3) water	Within Kirker Creek which flows to New York Slough

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12))[4]:

Exclusion Name	Exclusion Size	Exclusion[5]	Rationale for Exclusion Determination
SPN-2013-00033 NW1 (wetland ditch) and OW1	625 feet	(b)(1) Surface water channel that does not contribute surface water flow directly or indirectly to an (a)(1) water in a typical year	Ditch drains to wetland depression with no apparent outlet or surface connection to other waters

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

_x_ Information submitted by, or on behalf of, the applicant/consultant: *Request for a Jurisdictional Determination Reverification: Mt. Diablo Resources Recovery Center* (Monk & Associates, July 13, 2020)
This information *is* sufficient for purposes of this AJD.
Rationale: *N/A*

___ Data sheets prepared by the Corps:

_x_ Photographs: (*aerial) recent Google Earth imagery accessed 9/9/2020*

_x_ Corps Site visit(s) conducted on: *1/25/2013 (for previous JD)*

_x_ Previous Jurisdictional Determinations (AJDs or PJDs): *5/14/2013 (same file #)*

___ Antecedent Precipitation Tool: *provide detailed discussion in Section III.B.*

_x_ USDA NRCS Soil Survey: *Web Soil Survey for 1300 & 1600 Loveridge Rd, generated 6/24/2020*

_x_ USFWS NWI maps: *ORM2 mapping accessed 9/9/2020*

_x_ USGS topographic maps: *ORM2 mapping accessed 9/9/2020*

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
USGS Sources	N/A.
USDA Sources	N/A.
NOAA Sources	N/A.
USACE Sources	N/A.
State/Local/Tribal Sources	N/A.
Other Sources	N/A.

B. Typical year assessment(s): N/A

C. Additional comments to support AJD: Larger 115-acre site was originally field verified by Corps in 2013, including portion of current 37-acre site with excluded wetland ditch.

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
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APPENDIX H.
AIR POLLUTANT AND GREENHOUSE GAS EMISSIONS ANALYSIS – ILLINGWORTH & RODKIN, INC., APRIL 13, 2021

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality
429 E. Cotati Ave
Cotati, CA 94931
Tel: 707-794-0400 *Fax: 707-794-0405*
www.illingworthrodkin.com *illro@illingworthrodkin.com*

Date: April 13, 2021

To: Joan Lamphier, Principal
JML Planning
45 Calle Del Ribera
Stinson Beach, CA 94970
egret4@gmail.com

From: James A. Reyff
Illingworth & Rodkin, Inc.
429 E. Cotati Ave
Cotati, CA 94931

RE: Mt. Diablo Resource Recovery Park in Pittsburg, CA
SUBJECT: Air Pollutant and Greenhouse Gas Emissions Analysis

The Mt. Diablo Resource Recovery Park (MDRRP) project proposes to construct 570,580 square feet (sf) of new buildings to support the MDRRP Enhancements Project that was the subject of an Environmental Impact Report that was prepared was certified by the City of Pittsburg in 2015 with an Addendum that was adopted XXXX[1,2]. The project is proposed to be modified by adding building structures to support the facilities and operations previously approved by the City. These include the construction of the new buildings, parking and infrastructure.

Analysis

The Proposed Project would construct new buildings to support the approved operations. This construction may include demolition and regrading to the project site to facilitate this construction. Emissions from construction activity would be a new impact that was not studied under the previous environmental analysis. In addition, operation of the buildings, in terms of energy usage was not evaluated. The analysis presented here addresses construction related emissions as well as new emissions caused by operation of the buildings. Traffic and equipment operation associated with future facility operation were previously addressed in the 2015 DEI and 2018 EIR Addendum.

Project Description

Mt Diablo Resource Recovery Park operates a Recycling and Transfer Station, Recycling and Waste processing center at 1300 Loveridge Road in Pittsburg, CA. The existing facility includes three buildings totaling 133,430 sf, parking lots, and infrastructure on an approximate 36-acre site.

[1] City of Pittsburg. 2014. *Mt. Diablo Resource Recovery Park Draft Environmental Impact Report*. December.
[2] City of Pittsburg. 2018. *Mt. Diablo Resource Recovery Park Initial Study and EIR Addendum*. November.

The proposed project proposes to construct 17 new industrial buildings, totaling 570,580 sf, with parking and driveway modifications that include 16.8 acres of new impervious surfaces.

Methodology

The California Emissions Estimator Model (CalEEMod) Version 2016.3.2 was used to estimate emissions from on-site construction activity, construction vehicle trips, and evaporative emissions.

The project land use types and size, and anticipated construction schedule were input to CalEEMod using CalEEMod default values. The applicant provided construction information for each phase of construction. This information was provided in terms of anticipated schedule, equipment activity and truck hauling volumes. This information was then entered in the CalEEMod model to estimate annual emissions from construction activity.

Most operational emissions associated with the proposed facility expansion were addressed in the 2015 DEIR and subsequent 2018 Addendum. Since these are industrial buildings that support the approved operations of the project expansion, the only new operational emissions would be associated with lighting, water usage and solid waste generation. The proposed project modifications would not increase traffic or any other industrial-related emissions. The CalEEMod model computed annual emissions each of the proposed project buildings.

Construction of the various buildings would occur at various times over an approximate 10-year period. A total of 13 CalEEMod model runs were developed to model emissions from construction of the proposed building, infrastructure and parking lots. Annual emissions for each construction project were divided by the estimated number of construction days to estimate the average daily emissions that are reported in Table 1. Average daily emissions in any year would not exceed any thresholds recommended by the Bay Area Air Quality Management District (BAAQMD).

Table 1. Uncontrolled Average Daily Construction and Annual GHG Emissions

	Construction Emissions (pounds/day)				Metric tons per Year
Year	**ROG**	**NOx**	**PM10***	**PM2.5***	**CO2e**
2020	0.9	10.3	0.46	0.42	36
2021	4.3	12.2	0.49	0.45	48
2022	7.9	5.3	0.16	0.15	76
2023	0.8	9.4	0.30	0.28	78
2024	12.6	11.3	0.38	0.36	185
2025	10.4	2.8	0.07	0.06	47
2026	2.6	5.5	0.19	0.18	91
2027	0.2	1.7	0.06	0.06	12
2028	2.4	8.0	0.31	0.29	112
2029	4.1	4.2	0.15	0.14	127
2030	6.6	2.2	0.03	0.03	43
BAAQMD Recommended Significance Thresholds	*54*	*54*	*82*	*54*	*none*

*Exhaust component only. Fugitive dust emissions are evaluated based on application of best management practices.

Operational emissions from building operation were also modeled. Since the buildings would support equipment and traffic that are part of the project, only emissions associated with electricity usage, water usage and solid waste generation were included in the modeling. Since these are industrial buildings that house equipment, only the lighting energy emissions were computed.

Air pollutant emissions based on the CalEEMod modeling are negligible and not reported in this assessment. There would be GHG emissions that total 855 metric tons of equivalent carbon dioxide (MTCO2e) per year at full build out of the project, assumed to be about year 2030.

The 2015 DEIR found that with the inclusion of amortized construction-generated GHG emissions, implementation of the proposed project would result in increased emissions from on-site stationary sources and nonstationary sources totaling approximately 25,450 MTCO2e per year. However, these increases in GHG emissions would be more than offset by avoided emissions that would result with project implementation, including reductions in energy production emissions and avoided landfill emissions. As a result, the proposed 2015 project would result in the avoidance of 154,692 MTCO2e annually by the year 2020 and 213,697 MTCO2e annually by the year 2035.

Modifications to the project that were approved in a 2018 EIR Addendum found that the 2018 project would further reduce GHG emissions slightly due to a reduction in long haul truck travel and the processing of food waste that would otherwise be sent to a landfill. The current project would also have beneficial impacts related to greenhouse gas emissions because of its renewable energy and recycling components.

Therefore, the current proposed project would result in similar impacts and would not result in a new significant impact that was not identified in the 2015 EIR.

APPENDIX I.
VEHICLE MILES TRAVELED COMPARISON
EDGAR AND ASSOCIATES,
JUNE 2018

Exhibit 2

Vehicle Miles Traveled Comparison

Mount Diablo Resource Recovery Park

Mt. Diablo Resource Recovery

reduce • reuse • recycle • respect • recover

A Garaventa Company

Edgar & Associates
1822 21st Street
Sacramento, CA 95811

June 2018

Edgar & Associates

Edgar & Associates, Inc. is an environmental engineering company and lobbying firm based in Sacramento and specializing in solid waste management, recycling, composting, and renewable energy issues. Edgar & Associates, Inc. acts as technical adviser and consultant to companies involved with all aspects of materials management services including collection, hauling, processing, recycling, composting, and landfilling. Edgar & Associates, Inc. assists in the deployment of technologies and in obtaining grant funding to commercialize low carbon systems. Since its inception, we have assisted companies and their franchise cities and jurisdictions prepare for greater levels of waste diversion and the lowest carbon footprint possible.

Edgar and Associates regularly calculates vehicle miles traveled, emission, and greenhouse gas analyses for California waste haulers and jurisdictions. Edgar and Associates relies upon the most up-to-date emissions factors provided by the California Air Resources Board, the United States Environmental Protection Agency, and geographic information from Google Maps.

Vehicle Miles Traveled and Emissions Analysis

Mt. Diablo Resource Recovery Park

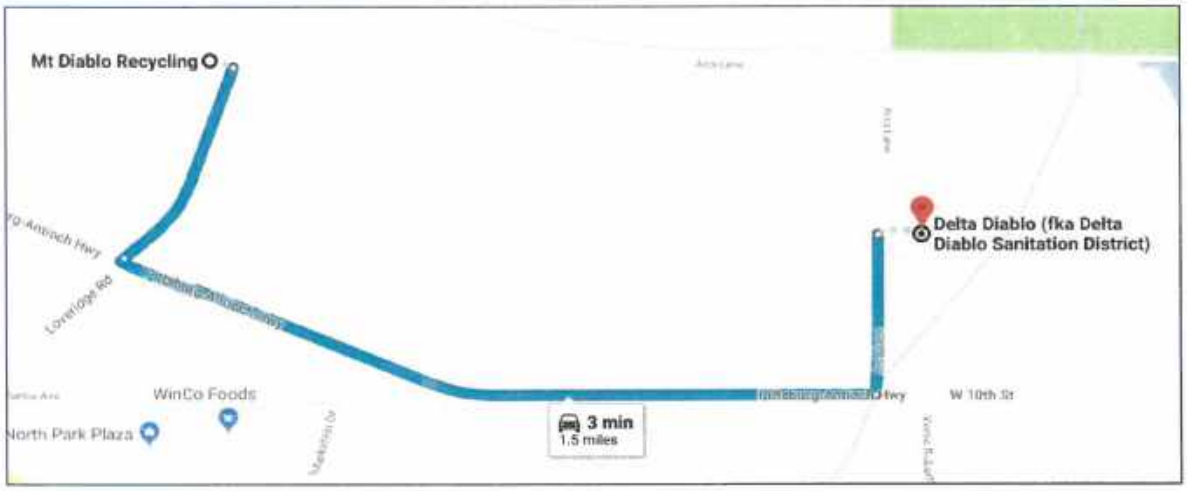
Current Mixed Solid Waste Operation

Currently, 339 TPD of Mixed Solid Waste ["MSW"] are being sent from MDRRP to Keller Canyon Landfill ["KCL"], Monday through Friday (260 operating days per year). It takes 17 trips per day of 20-ton payload transfer trucks in order to deliver the aforementioned volume of MSW to KCL. KCL is located approximately 5.9 miles away from MDRRP, which means that each delivery covers approximately 11.8 miles roundtrip.

Route Changes

With the use of the High Diversion Mixed Waste/Wet Organics Processing System, MSW would be manually and mechanically processed to separate out the wet fraction of organic matter in the waste stream (or food waste slurry), additional recyclables, and the inorganic refuse fraction. The wet fraction yield is expected to be approximately 114 TPD. The inorganic refuse fraction is expected to be approximately 225 TPD.

The 225 TPD of inorganic refuse fraction will be sent to KCL for disposal. At 20 tons per load, it would take 12 truck trips per day to deliver 225 TPD to KCL for disposal (260 days per year). For the purpose of this analysis, the 114 TPD of wet fraction would be sent to Delta Diablo instead of going to KCL for disposal. At 20 tons per load, it would take approximately 6 truck trips per day to deliver 114 TPD to Delta Diablo for anaerobic digestion. Delta Diablo is less than 1.5 miles away from MDRRP, which means that each delivery will cover approximately 3 miles roundtrip.



Vehicle Miles Traveled and Emissions

Given the roundtrip distances and trip frequency, the two routing scenarios can be compared with respect to the number of vehicle miles traveled annually. The California Air Resources Board's EMFAC Emission Rates model was used to determine emissions under current MSW operation and under the new High Diversion Material Split (the factors used are the 2018 emissions year, T7 tractor, running off of diesel fuel, for trucks model year 2014).[1]

These emissions, annualized are compared side by side in the table below.

	Current MSW Operation	High Diversion Material Split	Difference
Vehicle Miles Traveled	**52,156**	**41,496**	**10,660**
Diesel Gallons	**6,014**	**4,785**	**1,229**

Annual Emissions (Metric Tons)			
ROG	0.004	0.003	0.001
TOG	0.004	0.003	0.001
CO	0.022	0.018	0.004
NOx	0.068	0.054	0.014
PM10	0.00025	0.00020	0.00005
PM2.5	0.00024	0.00019	0.00005
CO_2e	82.6	65.7	16.9

As there is no difference in the vehicle types used for this study, the emissions are directly based off of the mileage traveled, which is approximately 20% lower in the High Diversion Material Split scenario than the current MSW operation. The modeling demonstrates a reduction of between 18-25% (21% on average) of the emissions analyzed in the High Diversion Material Split scenario than the current MSW operation.

[1] The Greenhouse Gas impacts are based on the assumption that fleets will be using diesel as described in the low carbon fuel standard as Diesel from the California Air Resources Board. This fuel efficiency, is 102.01 g CO2e/MJ and can be found on page 66. http://www.arb.ca.gov/regact/2015/lcfs2015/lcfsfinalregorder.pdf

Exhibit 3

Vehicle Miles Traveled Comparison: Woodchips Management

Mt. Diablo Resource Recovery Park

Mt. Diablo Resource Recovery

reduce • reuse • recycle • respect • recover

A Garaventa Company

Edgar & Associates
1822 21st Street
Sacramento, CA 95811

June 2018

Edgar & Associates

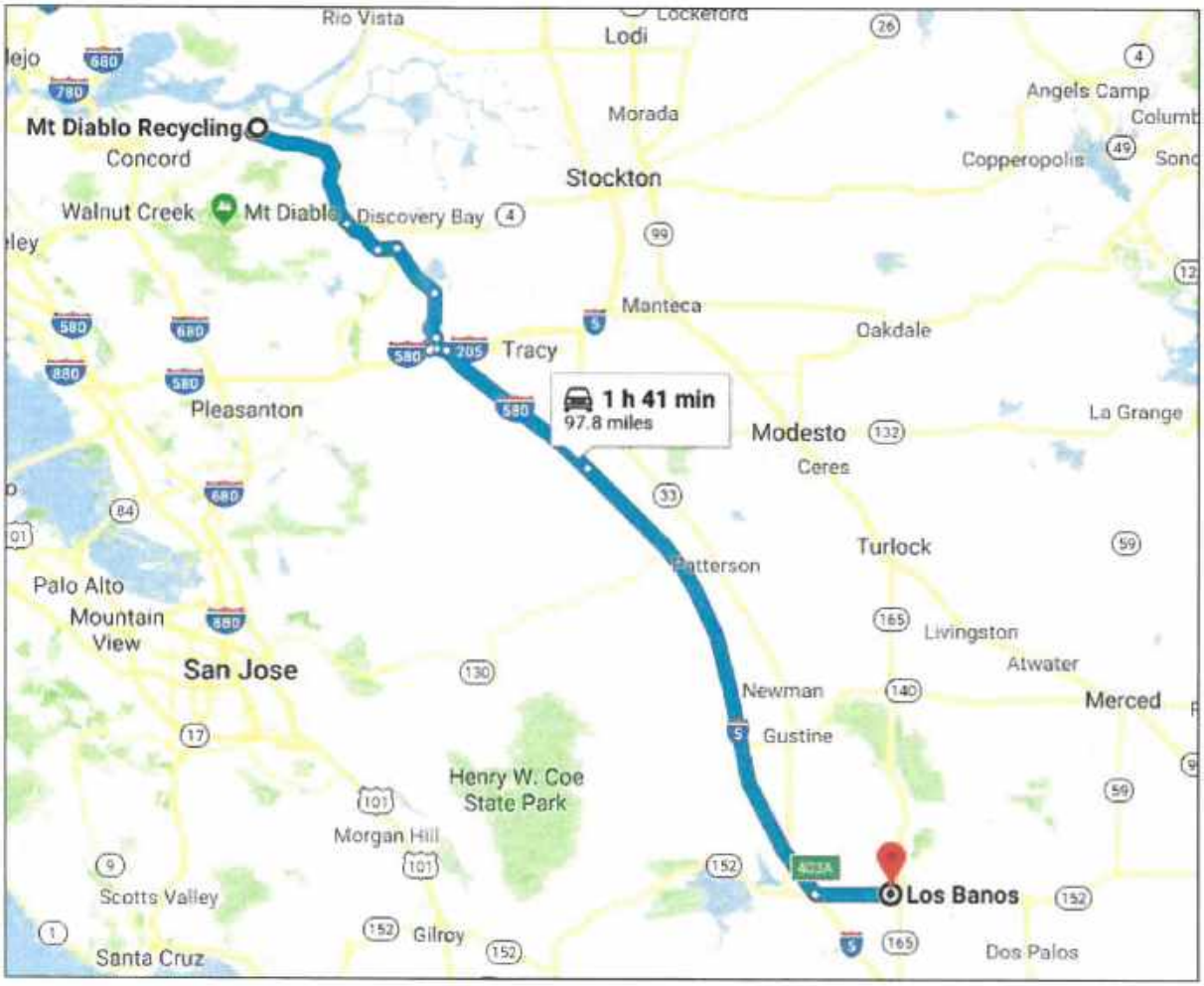
Edgar & Associates, Inc. is an environmental engineering company and lobbying firm based in Sacramento and specializing in solid waste management, recycling, composting, and renewable energy issues. Edgar & Associates, Inc. acts as technical adviser and consultant to companies involved with all aspects of materials management services including collection, hauling, processing, recycling, composting, and landfilling. Edgar & Associates, Inc. assists in the deployment of technologies and in obtaining grant funding to commercialize low carbon systems. Since its inception, we have assisted companies and their franchise cities and jurisdictions prepare for greater levels of waste diversion and the lowest carbon footprint possible.

Edgar and Associates regularly calculates vehicle miles traveled, emission, and greenhouse gas analyses for California waste haulers and jurisdictions. Edgar and Associates relies upon the most up-to-date emissions factors provided by the California Air Resources Board, the United States Environmental Protection Agency, and geographic information from Google Maps.

Mt. Diablo Resource Recovery Vehicle Miles Traveled for Woodchips Management

Vehicle Miles Saved – On Site Utilization of Woodchips

This analysis evaluates the amount of vehicle miles traveled, diesel fuel, and greenhouse gases that are saved by utilizing woodchips onsite at Mt.t Diablo Resource Recovery Park (MDRRP). This scenario is modeled against the current conditions in which, on average, approximately 13,000 tons of woodchips material are managed each year by being sent 97.8 miles to the Los Baños Area of California for use in composting or bioenergy facilities. Onsite management of woodchips at MDRRP would effectively eliminate the trek down to Los Baños, depicted on the map below. Annually, the round-trip mileage from MDRRP to Los Baños is approximately 105,950 miles.



Greenhouse Gas Reductions

This is a transportation analysis only and as such the end of life management of the woodchips materials is considered identical in both scenarios. The table below outlines the calculation.

Vehicle Miles Traveled Savings - Woodchips	
Average tons of Woodchips Managed Annually	13,000
Capacity of Transfer Trailer (tons)	24
Trips Required	542

Distance from MDRRP to Los Baños (one-way)	97.8
Fuel Consumption GPM (loaded)	0.17
Fuel Consumption GPM (empty)	0.11
Fuel Consumption GPM per round trip	28

Annual Fuel Consumption	15,283
GHG/Gallon Diesel	0.013732936
Annual $MTCO_2e$ avoided	**210**

A total of **210 $MTCO_2e$** are saved each year by utilizing woodchips onsite at MDRRP.

Criteria Pollutants Savings

In addition to reducing GHGs and traffic impacts, the elimination of the trip to Los Baños also reduces the amount of criteria pollutants that the transportation of the wood material would produce. These savings, in metric tons per year, are summarized in the table below.

Annual Criteria Pollutants (MT/year)	
Annual Miles	**105,950**
ROG	0.007587
TOG	0.008638
CO	0.044802
NOx	0.139149
PM10	0.000511
PM 2.5	0.000489

References

The calculations for the above table are based on the following input information.

- Mileage is based on Google™ Maps travel distances between the Mt. Diablo facility and Los Baños California
- The Capacity of a transfer trailer is based on industry experience, which anticipates the payload of such a trailer is 24 tons.
- The fuel consumption per mile is based on Oak Ridge National Laboratory's 2011 study "Effect of Weight and Roadway Grade on the Fuel Economy of Class-8 Freight Trucks". https://digital.library.unt.edu/ark:/67531/metadc837814/m2/1/high_res_d/1029954.pdf
- The greenhouse gas impacts of diesel fuel usage are based on the following calculation, which uses emission factors from the California Air Resource's Board Low-Carbon Fuel Standard found on page 66 at http://www.arb.ca.gov/regact/2015/lcfs2015/lcfsfinalregorder.pdf.

$MTCO_2e$/Gallon		
Annual Total Fuel:	1	Gallons
Conversion:	127,500	Btu/gallon
Total energy:	127,500	btus
Conversion:	0.001056	MJ/btu
Total energy:	135	MJ
Carbon Intensity:	102.01	g CO_2e / MJ
$MTCO_2e$ Total:	**0.0137**	**$MTCO_2e$/Gallon**

- The Criteria Pollutants Estimations are based off of the California Air Resources Board's EMFAC model (EMFAC2014) (v1.0.7) Emission Rates with the following inputs:
    - Region: Bay Area
    - Calendar Year 2018
    - Model Year 2014
    - Diesel Fuel
    - T7 tractor vehicle class.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Development Agreement for the "Mt Diablo Resource Recovery Enhancements Project, AP-21-1553"	ORDINANCE NO. 21-____

The City Council of the City of Pittsburg DOES ORDAIN as follows:

WHEREAS, on February 2, 2021, Contra Costa Waste Service, Inc., filed Use Permit, Design Review, and Development Agreement Application No. 21-1553 requesting: 1) an amendment to the existing use permit (approved in 2018) for operational enhancements at the existing Mt. Diablo Resource Recovery Park (MDRRP); 2) design review approval of plans to construct five new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; and 3) approval of a Development Agreement at 1300 Loveridge Road. The project site includes a total of 36 acres. The eastern portion of the property is in the IG (General Industrial) District and the western portion of the property is within the IL-O (Limited Industrial with a Limited Overlay) District, Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028 and 073-200-029; and

WHEREAS, the proposed project is governed by the applicable goals and policies of the Pittsburg General Plan, the Pittsburg Municipal Code (PMC), and the City's adopted Design Review and Development Guidelines (DRDGs; Planning Commission Resolution No. 9864); and

WHEREAS, the existing solid waste and recycling facility became operational in 1995 and has expanded its operations to include additional recycling and disposal services. The facility serves as a regional recycling facility serving multiple communities and special districts; and

WHEREAS, on March 6, 1995, the City Council adopted Resolutions Nos. 95-8143, 95-8144, and 95-8145, approving a use permit, variance, and design review of architectural plans (respectively) for the Recycling Center and Transfer Station (RCTS), on a 17.5-acre site located at 1300 Loveridge Road. Prior to that approval, the City Council adopted Resolutions Nos. 95-8134 and 95-8142, certifying the Final Environmental Impact Report (1995 EIR) and adopting mandatory findings of significant environmental impacts and mitigation measures for the project (respectively); and

WHEREAS, on December 18, 1995, the City Council approved Resolution No. 95-8150, authorizing an agreement that allowed the recycling center and transfer station to begin operation; and

WHEREAS, on March 27, 2007, the Planning Commission adopted Resolution Nos. 9691 and 9692 approving a new use permit and design review application to locate the Mt.

Diablo Recycling Facility (MDRF) on the existing RCTS site. The MDRF was approved to share the same site as the RCTS; however, both facilities operated independently; and

WHEREAS, on April 22, 2008, the Planning Commission adopted Resolution No. 9755, approving another use permit and design review application, establishing a mixed construction and demolition (Mixed C&D) recycling facility, including a green material processing operations area, on a 6.52-acre portion of the RCTS site. Conditions of approval for the RCTS and the MDRF were carried forward to the subsequent approvals; and

WHEREAS, on January 12, 2010, the Planning Commission adopted Resolution No. 9822 modifying the use permit for MDRF in order to expand the maximum amount of material that could be processed per day, expand hours of operation and the number of employees working at the facility; and

WHEREAS, on May 26, 2015, the Planning Commission adopted Resolution No. 10002, approving a subsequent use permit modification in order to bring the current solid waste and recycling operations at the RCTS, the MDRF and the Mixed C&D facilities under a single entity referred to as the Mt. Diablo Resource Recovery Park (MDRRP). The approval also included an increase in the total amount of materials processed per day at all three facilities from 2,200 tons per day (TPD), to a total of 5,500 TPD; establishment of a new commercial recycling and organic processing programs for residential and commercial food wastes; construction of one biomass gasification unit to process clean wood waste into energy for on-site use; construction of an 18,000 square foot building and related site improvements for the relocation of the SEG Trucking maintenance facility; and, as a possible future phase of the project, a rail haul option for waste transportation purposes; and

WHEREAS, on November 20, 2018, the Planning Commission adopted Resolution No. 10109, approving a subsequent use permit modification to permit improvements, including the relocation of the truck maintenance facility to the southern end of the property; an increase in the number of gasification units from one to three; and a reorganization of the operations to allow a more efficient utilization of the property; and

WHEREAS, the improvements to the MDRRP included in the 2015 and 2018 approvals, as applicable, and proposed with this current application will assist the City of Pittsburg and the region in reducing greenhouse gas emissions by generating renewable energy, increasing solid waste diversion rates, and expanding programs to provide recycling to business and family residences; and

WHEREAS, the proposed expansion and reorganization of the existing facilities will also assist the City of Pittsburg and the region in meeting increasing regulatory requirements and diversion goals established pursuant to Assembly Bill (AB) 1826, Senate Bill (SB) 1383, and related regulations; and

WHEREAS, the proposed project conforms to the applicable General Plan land use designation of Industrial and the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); and

WHEREAS, the proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the Project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a Mitigated Negative Declaration was prepared; and

WHEREAS, an Environmental Impact Report was previously prepared for the 2015 MDRRP project (2015 EIR). On May 26, 2015, the Planning Commission adopted Resolution No. 10001, certifying that the Final 2015 EIR was prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. This resolution also approved CEQA findings, adopted a Statement of Overriding Considerations, and a Mitigation and Monitoring and Reporting Program (MMRP) for the MDRRP project; and

WHEREAS, Section 15162(a) of the State CEQA Guidelines states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that, either: 1) the project proposes substantial changes which will present a new significant impact; 2) there are substantial changes with respect to the circumstances under which the project is undertaken that will present a new significant impact; or 3) there is new information available that was not previously available relating to new or previously identified significant impacts; and

WHEREAS, since the current project proposal further refines what was originally reviewed in the 2015 EIR, and since no new significant impacts were found, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for the current project; and

WHEREAS, pursuant to Pittsburg Municipal Code (PMC) 18.44.020, the City Council adopted procedures and requirements for considering, adopting and reviewing development agreements on November 25, 1996, through Resolution No. 96-8371. Article V, Section A of City Council Resolution No. 96-8371 states that the Planning Commission shall hold a public hearing to consider the application for a development agreement and may make recommendations to the City Council concerning the application; and

WHEREAS, on August 24, 2021, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10173, recommending approval of the 2nd EIR Addendum to the 2015 Final EIR, an amendment to the Mt. Diablo Resource Recovery Park use permit, design review, and a Development Agreement; and

WHEREAS, on or prior to Friday, September 10, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.B, C and D, a “Notice of Public Hearing,” for the September 20, 2021, public hearing on this item was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property

located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice; and

WHEREAS, on July 24, 2020, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10173, recommending approval of the requested Use Permit, Design Review, and development agreement for the Mt. Diablo Resource Recovery Park Enhancements project; and

WHEREAS, on September 20, 2021, the City Council held a duly noticed public hearing to: 1) adopt the proposed 2nd EIR Addendum the 2015 EIR, and approve a use permit amendment, and design review; and 2) introduce and waive further reading of an ordinance approving the proposed Development Agreement, at which time oral and/or written testimony was considered.

Section 1. Findings

A. Based on the City Council staff report entitled, "Adoption of a Resolution adopting the 2nd Addendum to the 2015 Final Environmental Impact Report and approving a Use Permit Amendment and Design Review, and Introduction and Waive Further Reading of an Ordinance Approving a Development Agreement for the Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)," dated September 20, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1) All recitals above are true and correct and are incorporated herein by reference.

2) Since the current project proposal for the MDRRP site further refines what was originally reviewed in the 2015 EIR and does not include any new significant impacts, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for the current project.

3) The 2nd EIR Addendum to the 2015 EIR for the project was prepared in compliance with Public Resources Code section 21000 et seq. and the City Council has independently reviewed and considered the information contained therein.

4) The proposed development agreement is consistent with the General Plan, in that the proposed project conforms to the applicable General Plan land use designation of *Industrial* and the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC).

5) The proposed development agreement will promote the public health, safety,

and general welfare, in that the proposed expansion and reorganization of the existing facilities will assist the City of Pittsburg and the region in meeting increasing regulatory requirements and diversion goals established pursuant to Assembly Bill (AB) 1826, Senate Bill (SB) 1383, and related regulations.

B. The City Council Staff Report entitled, "Adoption of a Resolution adopting the 2nd Addendum to the 2015 Final Environmental Impact Report and approving a Use Permit Amendment and Design Review, and Introduction and Waive Further Reading of an Ordinance Approving a Development Agreement for the Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)," dated September 20, 2021 is referenced hereto as additional support for findings.

Section 2. Decision

Based on the findings and the authority set forth above, the City Council hereby approves a development agreement, as substantially presented in Exhibit "A" of this ordinance.

Section 3. Severability

If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 4. Publication

The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on September 20, 2021, and was adopted and ordered published at a meeting of the City Council held on October 4, 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

(Exempt from Recording fees pursuant to
Government Code 27383—Benefits City)

Contra Costa Waste Service, Inc.
1600 Loveridge, LLC
Kirker Creek Business Park, LLC
P.O. Box 5397
Concord, CA 94520
Attention: Legal Dept.

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk

_____

APN # 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028 and 073-200-029

(Space Above This Line Reserved for Recorder's Use)

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PITTSBURG, CALIFORNIA
AND
CONTRA COSTA WASTE SERVICE, INC., 1600 LOVERIDGE, LLC, AND KIRKER CREEK BUSINESS PARK, LLC

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of the Effective Date between Contra Costa Waste Service, Inc., a California corporation, 1600 Loveridge, LLC, a California limited liability company, and Kirker Creek Business Park, LLC, a California limited liability company (collectively, "**Developer**"), and the CITY OF PITTSBURG, a California municipal corporation ("**City**"), pursuant to California Government Code § 65864 *et seq*. The Effective Date is _____, 2021.

R E C I T A L S

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864 *et seq*., which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Pursuant to California Government Code § 65865, City has adopted procedures and requirements for the consideration of development agreements (Resolution No. 89-7466). This Development Agreement has been processed, considered and executed in accordance with such procedures and requirements.

C. Developer has a legal interest in certain parcels of real property consisting of approximately 37 acres, as more particularly described in the **Exhibit A** attached hereto and identified as Assessor's Parcel Numbers 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028 and 073-200-029. (the "**Property**"), and as diagrammed in the attached **Exhibit A-1** (the "**Project Site**").

D. On August 9, 2010, Contra Costa Waste Service, Inc. filed Use Permit and Design Review Application No. 10-712 requesting approval to bring the solid waste operations at the Recycling Center and Transfer Station ("RCTS"), the Mt. Diablo Recycling Facility ("MDRF") and the mixed construction and demolition ("Mixed C&D") recycling facility under a single entity referred to as Mt. Diablo Resource Recovery Park ("MDRRP"). The proposal included an increase in the total amount of materials processed per day at the three facilities from 2,200 tons per day ("TPD") to a total of 5,500 TPD; established new commercial recycling and organic processing programs for residential and commercial food wastes; permitted construction of a biomass gasification unit to process clean wood waste into energy for on-site use; and as a possible future phase of the project, a rail haul option for waste transportation purposes.

E. On May 26, 2015, the Planning Commission adopted Resolution No. 10001 Certifying the Environmental Impact Report and Adopting Findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program ("MMRP"), for the Developer. The Final Environmental Impact Report ("FEIR") identified significant potential environmental impacts that could be reduced with the implementation of the FEIR MMRP. At the same meeting, the Planning Commission adopted Resolution No. 10002 approving a Use Permit and Design Review of Plans to consolidate facility operations, expand waste handling capacity, and construct a new truck maintenance building.

F. On November 20, 2018, the Planning Commission adopted Resolution No. 10109, approving a subsequent use permit modification to permit improvements, including the relocation of the truck maintenance facility to the southern end of the property; an increase in the number of gasification units from one to three; and a reorganization of the operations to allow a more efficient utilization of the property.

G. On February 2, 2021, Developer filed Use Permit, Design Review, and Development Agreement Application No. 21-1553 requesting: 1) an amendment to the existing use permit (approved in 2018) for operational enhancements at the existing Property where Mt. Diablo Resource Recovery Park ("MDRRP") is located; 2) design review approval of plans to construct five new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; and 3) approval of a Development Agreement relating to the Property (collectively, the "Project")

H. The Project conforms to the applicable General Plan land use designations of Industrial and Limited Industrial-Limited Overlay and the applicable goals and policies of the Pittsburg General Plan and Pittsburg Municipal Code ("PMC").

I. The MMRP, as required by State CEQA guidelines and incorporated herein by reference, identifies project mitigation, designation of responsibility for mitigation implementation, and the agency responsible for the monitoring action.

J. The Use Permit, Design Review approval, and Development Agreement policies described in these Recitals, together with this Agreement, are collectively referred to herein as the "**Project Approvals**."

K. City has determined that the Project presents certain public benefits and opportunities which are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, require conditions of approval and other exactions resulting in:

1. Developer's formation of a Benefit District or other funding mechanism for the long-term roadway maintenance for Loveridge Road.

2. Developer's construction of certain frontage improvements on Loveridge Road, in conformance with the ultimate roadway design for Loveridge Road between State Route 4 and the project site.

3. Developer's contribution of fair share payment for the implementation of improvements relating to the State Route 4 widening project that would improve capacity at the State Route 4 Eastbound ramps/Loveridge Road Intersection. These improvements include:

- Converting the existing configuration from a "T" intersection to a four-leg intersection;

- Modifying the eastbound approach from its current configuration which provides one shared left-turn/through lane and one right-turn lane to provide two left-turn lanes and one right-turn lane;

- Modifying the southbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two left-turn lanes and two through lanes; and

- Modifying the northbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two through lanes and one right-turn lane.

4. Developer's contribution of fair share payment for the following improvements at the Pittsburg / Antioch Highway Loveridge Road Intersection:

- Installing a dedicated eastbound right-turn lane on Pittsburg-Antioch Highway;

- Installing a second westbound left-turn lane on Pittsburg-Antioch Highway;

- Upgrading existing traffic signal equipment to accommodate the changed intersection lane configurations;

- Installing an additional left-turn lane on the westbound Pittsburg-Antioch Highway approach;

- Installing a dedicated left-turn lane on the northbound Loveridge Road approach;

- Converting the existing shared left-turn/through lane on the northbound Loveridge Road approach to be a through-only lane;

- Modifying the signal phasing in the north/south direction from split phase to having protected left-turns; and

- Upgrading the existing traffic signal equipment to accommodate the recommended intersection lane configurations.

5. The inclusion of the Project Site into the existing Citywide Lighting and Landscape District No. 88-01, at no cost to the City, in order to provide funding for certain landscape and lighting costs, as set forth in Section 5.05 of this Agreement.

6. The inclusion of the Project Site into the City's existing Public Safety Services, Community Facilities District 2005-1, at no cost to the City, in order to provide for police services to the Project Site, as set forth in Section 5.06 of this Agreement.

7. The inclusion of the Project Site into the City's existing Fire Facilities and Fire Safety and Emergency Services, as set forth in Section 5.07 of this Agreement.

L. In exchange for the benefits to City described in the preceding Recital K and others set forth herein, Developer will receive, by this Agreement, assurances that it may proceed with the long-term phased development of the Project in accordance with the "Applicable Law" (defined herein), and therefore desires to enter into this Agreement.

M. On August 24, 2021, pursuant to PMC Section 18.44.020, the Planning Commission held a duly noticed public hearing and adopted Resolution No. 10173, recommending approval of the proposed Agreement.

N. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

O. The City Council, on October 4, 2021, at a duly noticed public meeting adopted Ordinance No. 21-_____, approving and authorizing the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

"**Administrative Agreement Amendment**" shall have that meaning set forth in Section 7.02 of this Agreement.

"**Administrative Project Amendment**" shall have that meaning set forth in Section 7.01 of this Agreement.

"**Agreement**" shall mean this Development Agreement.

"**Applicable Fees**" shall have that meaning set forth in Section 3.04 of this Agreement.

"**Applicable Law**" shall have that meaning set forth in Section 6.03 of this Agreement.

"**Buildout**" shall mean the City's issuance to Developer of the last certificate of occupancy required for any portion of the Project Site.

"**CEQA**" shall mean the California Environmental Quality Act.

"**Changes in the Law**" shall have that meaning set forth in Section 6.07 of this Agreement.

"**City**" shall mean the City of Pittsburg, a California municipal corporation.

"**Complaining Party**" shall have that meaning set forth in Section 10.01 of this Agreement.

"**Day**" or "**days**" shall mean calendar day or calendar days.

"**Default Notice**" shall have that meaning set forth in Section 10.01 of this Agreement.

"**Defaulting Party**" shall have that meaning set forth in Section 10.01 of this Agreement.

"**Deficiencies**" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"**Developer**" shall mean Contra Costa Waste Service, Inc., a California corporation, 1600 Loveridge, LLC, a California limited liability company, and Kirker Creek Business Park, LLC, a California limited liability company, collectively.

"**Effective Date**" shall have that meaning set forth in Section 2.01 of this Agreement.

"**Fire Facilities and Fire Safety Emergency Services**" shall have that meaning set forth in Section 5.07 of this Agreement.

"**Fair Share**" shall mean the proportionate share which the Developer, or other party, shall bear of the improvement, facility, or structure which is providing service to the Project, Developer or other party. The term "fair share" or similar terms used herein are not intended by the parties to this Agreement to impose a different or higher burden of proof on the City as to its fees, charges, or other exactions, than exists under applicable State or federal law.

"**Funding Mechanisms**" shall have that meaning set forth in Section 3.11 of this Agreement.

"**General Plan**" shall have that meaning set forth in Recital H of this Agreement.

"**Judgment**" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"**LLD**" shall have that meaning set forth in Section 5.05 of this Agreement.

"**Non-Assuming Transferee**" shall have that meaning set forth in Section 8.03 of this Agreement.

"**Notice of Compliance**" shall have that meaning set forth in Section 8.04 of this Agreement.

"**Periodic Review**" shall have that meaning set forth in Section 10.03 of this Agreement.

"Public Safety Community Facilities District" shall have that meaning set forth in Section 5.06 of this Agreement.

"**Project**" shall have that meaning set forth in Recital G of this Agreement.

"**Project Approvals**" shall have that meaning set forth in Recital J of this Agreement.

"**Project Site**" shall have that meaning set forth in Recital C of this Agreement.

"**Public Improvements**" shall have that meaning set forth in Article XI of this Agreement.

"**Subsequent Approvals**" shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals that are necessary or desirable for the Project. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, design review approvals, improvement agreements, use

permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, PD Plans, rezonings, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing.

"**Term**" shall have that meaning set forth in Section 2.02 of this Agreement.

"**Transfer Agreement**" shall have that meaning set forth in Section 8.02(a) of this Agreement.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

ARTICLE II
EFFECTIVE DATE; TERM

Section 2.01 **Effective Date**. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date").

Section 2.02 **Term**. The term of this Agreement shall commence upon the Effective Date and continue for a period of twenty (20) years (the "Term"). However, at such time as Developer has complied with all conditions in this Agreement, and upon the City Manager's written authorization after receipt of request by Developer, this Agreement shall terminate and be of no further effect between the parties. The termination shall not alter any of the Project Approvals and related matters as to the Project.

ARTICLE III
OBLIGATIONS OF DEVELOPER

Section 3.01 **Obligations of Developer Generally**. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long-term covenants and obligations, as set forth herein. As material consideration for the long-term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:

Section 3.02 **Facility Reserve Charges**. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time.

Section 3.03 **Water Infrastructure**. Developer shall comply with the 2015 Water System Master Plan, as amended, as well as any and all future Water System Master Plans adopted by the City.

Section 3.04 **Applicable Fees**. City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment

schedule set forth on Exhibit B ("Applicable Fees"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.

Section 3.05 **Applicable Fee Adjustments**. Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 *et seq.*, not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.06 **City Local Traffic Mitigation Fee**. Prior to issuance of a building permit, the Developer shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect at the time of building permit issuance. The Developer understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index ("CCI") and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City.

Section 3.07 **Regional Traffic Fee**. Prior to issuance of a building permit, Developer shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect at the time of building permit issuance. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area, between September 1 and September 1 of the preceding two calendar years.

Section 3.08 **Payment of Fair Share Fees.** Prior to issuance of the first development permit for the construction of the North Building (permanent organics processing operations), and in accordance with Mitigation Measures MM 3.7.1 (a) and (b) and MM 3.7.2,

Developer shall pay their Fair Share for the implementation of improvements relating to:

- Highway 4 widening project that would improve capacity at the State Route 4 Eastbound ramps / Loveridge Road Intersection; and
- Pittsburg-Antioch Highway/Loveridge Road intersection improvements

The final Fair Share costs of these improvements shall be established through a traffic analysis to be prepared by City consultant, Fehr & Peers. However, barring any revisions to the previously prepared 2011 traffic analysis recommended by the new analysis, the Developer shall comply with the mitigation measures contained within the 2011 analysis. The full cost of the traffic analysis prepared by Fehr and Peers or any subsequent studies prepared shall be reimbursed by the Developer.

Section 3.09 **Deferred Frontage Improvements.** Developer agrees that upon the earlier to occur of (a) seven (7) years from the Effective Date, or (b) commencement of construction by Developer of the bale storage and self-haul phase of the Project (currently identified as 'Phase 7'), Developer shall commence construction of the frontage improvements on Loveridge Road, fronting the entire Project Site. Frontage improvements shall include curb, gutter, sidewalk, landscaping, lighting, and undergrounding of utilities, as well as storm drain facility improvements required to meet the storm water control needs of the Project. The design of these improvements shall be in conformance with the City's ultimate roadway design for Loveridge Road between State Route 4 and the Project Site, and subject to the City Engineer's review and approval.

Section 3.10 **Payment for Reconstruction of and Ongoing Maintenance for Loveridge Road.** Developer agrees to pay their Fair Share of reconstruction costs for Loveridge Road. Developer shall annex that portion of the Project Site that contains the main processing plant into a Community Facilities District or similar funding mechanism established by the City for the on-going maintenance of Loveridge Road in perpetuity. The costs of reconstruction of the roadway and ongoing maintenance costs shall be determined through a study conducted by the City or consultant hired by the City, and shall be based on truck trips attributed to the business operated by Developer on the Project Site, or other measurement deemed mutually acceptable by the Developer and the City. The full cost of the study or any subsequent studies prepared shall be reimbursed by the Developer.

Section 3.11 **Fees, Assessments and/or Taxes to be Paid by Developer**. Developer agrees to pay its Fair Share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety, traffic, fire, or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "Funding Mechanisms") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to Applicable Law and subject to the terms of this Agreement concerning the imposition of fees on the Developer, including without limitation, Section 5.08 herein.

Section 3.12 **C.3 Facilities**. Developer shall submit a complete Stormwater Control Plan and Report compliant with the requirements set forth in the City's most current NPDES permit. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from

the associated drainage management areas. The grading and/or building plans shall include drawings and specifications necessary to implement all measures in the approved Stormwater Control Plan. Design features should incorporate low impact development design standards as outlined in the most current edition of the Contra Costa Clean Water Program's C.3 Guidebook. These features include limiting directly connected impervious area, and incorporating pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants. Grading and/ or building permits shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.

Section 3.13 **Payment of Local Sales and Use Taxes.** Any purchase, acquisition, and/or supply of goods and materials, as well as any new or replacement equipment and supplies purchased by the Developer or its contractors, subcontractors, agents or affiliates, subject to the limitation set forth below, in connection with this Project shall be apportioned and paid to and at the applicable sales tax rate in effect for the City as administrated by the California Department of Tax and Fee Administration ("CDTFA"); provided, however, that Developer shall only be required to use commercially reasonable efforts to ensure compliance with this subsection from its contractors, subcontractors, agents, or affiliates and Developer shall not incur any liability to the City under this Section 3.13 with respect to any circumstances beyond the control of Developer. At no point may Developer or its contractors, subcontractors, agents or affiliates contractually agree to waive or share sales and use taxes from this Project with any other city, county or other entity in the State of California, regardless of agreement they might have with another jurisdiction where they have offices or conduct business. The City of Pittsburg will be the sole jurisdiction of record to the transfer of title. Developer and its contractors, subcontractors, agents and affiliates shall comply with the Sales and Use Tax Requirements ("Requirements") set forth below and all CDTFA requirements. If the City becomes aware of modifications necessary to such Requirements, City may propose to incorporate new or revised requirements, subject to Developer's agreement which shall not be unreasonably withheld, conditioned or delayed. Except as expressly provided for herein, failure by Developer, its contractors, subcontractors, agents or affiliates to comply with this condition to ensure appropriate taxes are properly paid and passed through to the City will result in Developer paying a fee equivalent to the taxes which the City would have received had Developer, its contractors, subcontractors, agents or affiliates taken such actions to ensure the sales taxes referenced in the first sentence of this subsection are apportioned to the City.

Developer, its contractors, subcontractors, agents or affiliates, and/or future project owners and/or operators, as applicable, shall adhere to the following steps in effort to maximize the City's allocation of sales and use taxes associated with project construction and operations by taking the following steps:

A. Prior to issuance of a grading or building permit or within 60 days of the effective date of this approval, whichever comes first, the developer shall register with the CDTFA and keep such registration current throughout the operational life of the project.

B. Apply for a Use Tax Direct Pay Permit. Upon receipt of registration, provide a copy to the City and/or their consultant for verification.

C. Self-accrue and pay use taxes in accordance CDFTA requirements.

D. Report local and district use taxes to CDFTA on applicable use tax returns.

E. Developer shall use commercially reasonable efforts to endeavor to require all contractors, subcontractors, agents and affiliates providing building materials and fixtures, such as but not limited to, bulk lumber, concrete, structural steel and pre-fabricated building components to be used in connection with the construction and development of, or incorporated into, the Project, to:

i. obtain a Seller's Permit;

ii. issue a resale certificate to any supplier of material that will allow it to buy property without payment of tax;

iii. file timely Sales and Use tax returns and report local tax on materials consumed and fixtures sold by the contractor, subcontractor, agent or affiliate based on the sole jobsite location located in the City of Pittsburg;

iv. elect to obtain a sub permit for the job site of any contract valued at Five Million Dollars ($5,000,000) or more enabling the contractor, subcontractor, agent or affiliate to make a direct allocation of the tax based on the jobsite located in the City of Pittsburg; and

v. otherwise designate the Property as the place of use of materials used in the construction of the Project in order to have the full local use tax portion of the sales and use tax distributed directly to the City of Pittsburg.

F. Developer shall use commercially reasonable efforts to endeavor to require and instruct each of its contractors, subcontractors, agents and affiliates to cooperate with the City to ensure the local use tax is allocated to City of Pittsburg.

G. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Developer or its General Contractor shall provide City with a quarterly spreadsheet, which includes a list of all subcontractors, agents or affiliates with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts or agreements. City or City's consultant may use the information provided it to contact each contractor, subcontractor, agent or affiliate to determine which may qualify to register the jobsite for allocation of the local use tax to the City of Pittsburg.

Section 3.14 **Fiberoptic Internet Service.** In the event the City of Pittsburg establishes an internet service provider ("ISP") and offers high-speed internet service to the Project Site, Developer shall agree to take service from the City's ISP at the highest service level available to commercial users for the term of Agreement; provided, however, that Developer shall have no obligations under this subsection in the event that it demonstrates to the City Manager that the proposed service levels, bandwidth, pricing, and/or any other material factor relating to the prospective ISP provider are inferior to the internet service then in effect at the Project Site.

Section 3.15 **Utility Service by Pittsburg Power Company.** In the event the

Pittsburg Power Company ("PPC") offers electric and/or gas service to the Project Site, Developer shall take all reasonable steps to become customers of PPC or other municipal utility identified by the City; provided, however, that Developer shall have no obligations under this subsection in the event that it demonstrates to the City Manager that the proposed service levels, pricing, and/or any other material factor relating to the prospective electric and/or gas provider are inferior to the electric and/or gas service then in effect at the Project Site and/or would cause any material hinderance relating to the operation of the Project Site. For purposes of clarity, the terms of this subsection shall in no way prohibit or impede the Developer from producing energy on the Project Site and/or utilizing any such energy that is generated on the Project Site. Any obligation of Developer pursuant to this subsection is further expressly conditioned upon PPC or any other municipal utility identified by the City negotiating and entering into a power purchase agreement with Developer on terms acceptable to Developer, in its sole discretion.

Section 3.16 **Enhanced Infrastructure Financing.** City may, at its discretion, pursue establishment of an Enhanced Infrastructure Financing District ("EIFD") as a mechanism for, among other things, funding infrastructure improvements within the City that serve the Project and may also serve other properties. Developer agrees to use reasonable efforts to support City's establishment of an EIFD.

ARTICLE IV
OBLIGATIONS OF CITY

Section 4.01 **Obligations of City Generally**. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long-term covenants and obligations of City, as set forth herein.

Section 4.02 **Availability of Public Services**.

(a) General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.

(b) Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.

Section 4.03 **Developer's Right to Rebuild**. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this

Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.

Section 4.04 **Reimbursement of Infrastructure Costs**.

(a) Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's Fair Share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as builts" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.

(b) City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, or of this Agreement, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars ($100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.

ARTICLE V
COOPERATION — IMPLEMENTATION

Section 5.01 **Processing Application for Subsequent Approvals**. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:

(a) Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement.

(b) Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.

Section 5.02 **Timely Submittals by Developer**. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.

Section 5.03 **Timely Processing by City**. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval

applications including, without limitation, (a) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.

Section 5.04 **Other Government Permits**. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Permits shall be obtained from each agency having jurisdiction over the Project to the extent required by law including the City of Pittsburg Local Enforcement Agency ("LEA"), the Bay Area Air Quality Management District, San Francisco Bay Regional Water Quality Control Board and the Department of Resources Recycling and Recovery.

Section 5.05 **Lighting and Landscaping District (LLD)**. Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324 ("**LLD**"). Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.

Section 5.06 **Public Safety Services.** Developer agrees to annex the Project Site into Community Facilities District 2005-1 which provides funding for an increase of police coverage in the area. The rate of the CFD is subject to City Council Ordinance No. 05-1246.

Section 5.07 **Fire Facilities and Fire Safety and Emergency Services CFD 2017-1**. Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2017-1 for Fire Facilities and Fire Safety and Emergency Services (CFD 2017-1). The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. Developer shall complete annexation of the property into the CFD 2017-01 prior to the issuance of any building permits.

Section 5.08 **Assessment Districts or Other Funding Mechanisms**. City understands that City's long-term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to proceed with the proposed Project and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.11 of this Agreement, covering all or any portion of the Project Site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new

assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.

Section 5.09 **Warranty Bonds**. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City.

ARTICLE VI
STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 6.01 **Vested Right to Develop**. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.

Section 6.02 **Permitted Uses Vested by this Agreement**. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.

Section 6.03 **Applicable Law**. "**Applicable Law**" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the Project Site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project Site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.

Section 6.04 **Uniform Codes**. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

Section 6.05 **Moratorium and Conflicting Enactments**. To the extent consistent

with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.

Section 6.06 **Life Development Approvals and Permits**. To the extent consistent with Applicable Law, the term of any permit or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities.

Section 6.07 **State and Federal Law**. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("**Changes in the Law**"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.

Section 6.08 **Timing of Project Construction and Completion**.

(a) Project Phasing. Developer will construct the Project in approximately eight (8) phases in response to the timing for the implementation of various recycling and diversion programs and capacity demands associated with these programs over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval.

(b) Project Time Schedule. The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the

foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such p*hase. The City Manager shall reasonably det*ermine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.

(c) Developer Agreements. Nothing in this Agreement shall exempt Developer from completing work required by a road improvement agreement, or similar agreement in accordance with the terms thereof.

Section 6.09 **Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies**. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.

Section 6.10 **City's Joint-Inspection Jurisdiction**. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.

ARTICLE VII
AMENDMENT

Section 7.01 **Amendment to Project Approvals, Subsequent Approvals**. To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:

(a) Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee

finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "**Administrative Project Amendment**" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

(b) Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 7.02 **Amendment of this Agreement**. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(a) Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("**Administrative Agreement Amendment**"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project.

(b) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.

(c) Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.

ARTICLE VIII
ASSIGNMENT, TRANSFER AND NOTICE

Section 8.01 **Assignment of Interests, Rights and Obligations**.

(a) Developer shall not assign any of its obligations imposed pursuant to this Agreement without the prior written consent of the City Council, as expressed by City Council resolution. The consent of the City Council shall not be unreasonably withheld, provided that in determining whether to consent to such assignment, the City Council may consider all relevant factors relating thereto, including, but not limited to, the qualifications, experience and financial responsibility of the prospective assignee. This Agreement is not transferable upon change in ownership status of the Developer, except as provided hereinabove and in subsections (b) and (c) of this section 8.01.

Except as set forth in subsections (b) and (c) of this section 8.01, the term assignment shall include any dissolution, merger, consolidation or other reorganization of Developer which results in change of control of Developer, or the sale or other transfer by probate proceeding or otherwise of a controlling percentage of Operator's capital stock to a person not a shareholder on the date of the execution of this Agreement.

The Developer, or the prospective assignee, shall pay to the City prior to the effective date of any approved assignment under section 8.01(a) of this Agreement, a sum equal to the costs incurred by the City in reviewing and processing the application for such assignment. The City Manager shall determine the amount required for such reimbursement which determination shall be final and conclusive.

(b) For purposes of this Agreement, the term "assignment" does not include internal business reorganizations or formations of new companies by Developer or formation of trusts by Developer, so long as essential management decisions are retained by Silvio Garaventa, Sr., his spouse, his children, and or their spouses.

(c) For purposes of this Agreement, it is understood and agreed by the parties Developer, as defined within this Agreement, may presently and in the future perform the obligations and responsibilities of the Operator relating to the RCTS. Performance of the obligations and responsibilities of the Operator by such companies shall not be deemed an assignment under this section.

Section 8.02 **Transfer Agreements**.

(a) In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to a Permitted Transferee, an affiliated party, or any deed of trust beneficiary or mortgagee, Developer and the transferee shall enter into a written agreement (a "**Transfer Agreement**") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project

being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.

(b) Any Transfer Agreement shall be binding on Developer, City and the transferee. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. Such determination concerning the City's consent to a proposed assignment or transfer shall be made by the City Manager and is appealable to the City Council. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.

(c) Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

Section 8.03 **Notice of Compliance Generally**. Subject to City's finding that the facts contemplated by clauses (a) through (c) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "**Notice of Compliance**," in recordable form, duly executed and acknowledged by City, that certifies that (a) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (c) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.

ARTICLE IX
COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 9.01 **Cooperation**.

(a) Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding.

Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.

(b) Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.

(c) The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.

Section 9.02 **Cure; Reapproval**.

(a) If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "**Judgment**") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "**Deficiencies"**), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:

(i) If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.

(ii) Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may expand capacity for waste handling up to 5,500 TPD, establish new commercial

recycling and organic processing programs for residential and commercial food wastes, establish an engineered municipal solid waste conversion unit (gasification) to process clean wood chips, biosolids, and or organic slurry, tires, fiber or refuse derived fuels into energy for on-site use or feedback to the energy grid, relocate the SEG truck maintenance facility, and establish possible future rail haul for transport of waste material, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, design review, use permits, solid waste facility permit, grading permits, building permits, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.

(b) The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.

ARTICLE X
DEFAULT; REMEDIES; TERMINATION

Section 10.01 **Defaults**. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "**Complaining Party**") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("**Default Notice**") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "**Defaulting Party**"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If

the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.

Section 10.02 **Termination**. If City elects to consider terminating this Agreement due to a material uncured default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

Section 10.03 **Periodic Review.**

(a) Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "**Periodic Review**") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Five Thousand Dollars ($5,000) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars ($10,000)), whichever is greater. The Five Thousand Dollars ($5,000) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2022 reflecting 2021 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.

(b) Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.

(c) Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend

to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.

(d) Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.

(e) Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.

Section 10.04 **Excusable Delay; Extension of Time of Performance**. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.

Section 10.05 **Legal Action**. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 10.06 **California Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 10.07 **Resolution of Disputes**. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such

meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.

Section 10.08 **Attorneys' Fees**. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 10.09 **Default by City or Developer**. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.

ARTICLE XI
NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (a) the subject development is a private development; (b) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (c) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (d) City

and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "**Public Improvements**") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.

ARTICLE XII
MISCELLANEOUS

Section 12.01 **Incorporation of Recitals and Introductory Paragraph**. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.02 **Enforceability**. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.

Section 12.03 **Findings**. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 12.04 **Severability**. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party, subject to the express terms contained herein, including without limitation, Section 9.02.

Section 12.05 **Other Necessary Acts**. Each party shall execute and deliver to the

other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 12.06 **Construction**. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 12.07 **Other Miscellaneous Terms**. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 12.08 **Covenants Running with the Land**. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.

Section 12.09 **Notices**. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given

to the parties at their addresses set forth below:

If to City, to: City Manager
City of Pittsburg
Civic Center
65 Civic Avenue
Pittsburg, CA 94565-2830

With Copies to: Donna Mooney
City Attorney
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

If to Developer, to: Chief Executive Officer
4080 Mallard Drive
Concord, CA 94520

With Copies to: General Counsel
4080 Mallard Drive
Concord, CA 94520

Odne Law, APC
Attn: Christopher Odne, Esq.
1981 North Broadway, Suite 220
Walnut Creek, CA 94596

Section 12.10 **Entire Agreement, Counterparts and Exhibits**. This Agreement is executed in two (2) duplicate counterparts**,** each of which is deemed to be an original. This Agreement consists of twenty-nine (29) pages and three (3) exhibits, which constitute in full the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

EXHIBIT A - Legal Description
EXHIBIT A-1 - Project Site Diagram
EXHIBIT B - Applicable Fees

Section 12.11 **Recordation of Development Agreement**. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY OF PITTSBURG, a California municipal corporation

_____
Garrett Evans, City Manager

APPROVED AS TO FORM:

_____
Donna Mooney, City Attorney

Contra Costa Waste Service, Inc., a California Corporation

By: _____
Name:_____
Title: _____

1600 Loveridge, LLC, A California limited liability company

By: _____
Name:_____
Title: _____

Kirker Creek Business Park, LLC, A California limited liability company

By: _____
Name:_____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

All that real property situated in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

Parcel “A” of Parcel Map MS 28-28, filed September 30, 1988, in Book 136 of Parcel Maps at page 1, Contra Costa County Records.

APN 073-200-013

Parcel “B” of Parcel Map MS 28-28, filed September 30, 1988, in Book 136 of Parcel Maps at page 1, Contra Costa County Records.

APN 073-200-014

Parcel “C” of Parcel Map MS 28-28, filed September 30, 1988, in Book 136 of Parcel Maps at page 1, Contra Costa County Records.

APN: 073-200-015

Parcel 4, as said Parcel is shown on the “Parcel Map MS 676-18 2907 Pittsburg-Antioch Highway”, filed May 7, 2018 in Book 213 of Maps at Pages 49, 50 in the official records of the County of Contra Costa.

APN: 073-200-026

Parcel 3, as said Parcel is shown on the “Parcel Map MS 676-18 2907 Pittsburg-Antioch Highway”, filed May 7, 2018 in Book 213 of Maps at Pages 49, 50 in the official records of the County of Contra Costa.

APN: 073-200-027

Parcel 2, as said Parcel is shown on the “Parcel Map MS 676-18 2907 Pittsburg-Antioch Highway”, filed May 7, 2018 in Book 213 of Maps at Pages 49, 50 in the official records of the County of Contra Costa.

APN: 073-200-028

Parcel 1, as said Parcel is shown on the “Parcel Map MS 676-18 2907 Pittsburg-Antioch Highway”, filed May 7, 2018 in Book 213 of Maps at Pages 49, 50 in the official records of the County of Contra Costa.

APN: 073-200-029

EXHIBIT A-1

PROJECT SITE DIAGRAM

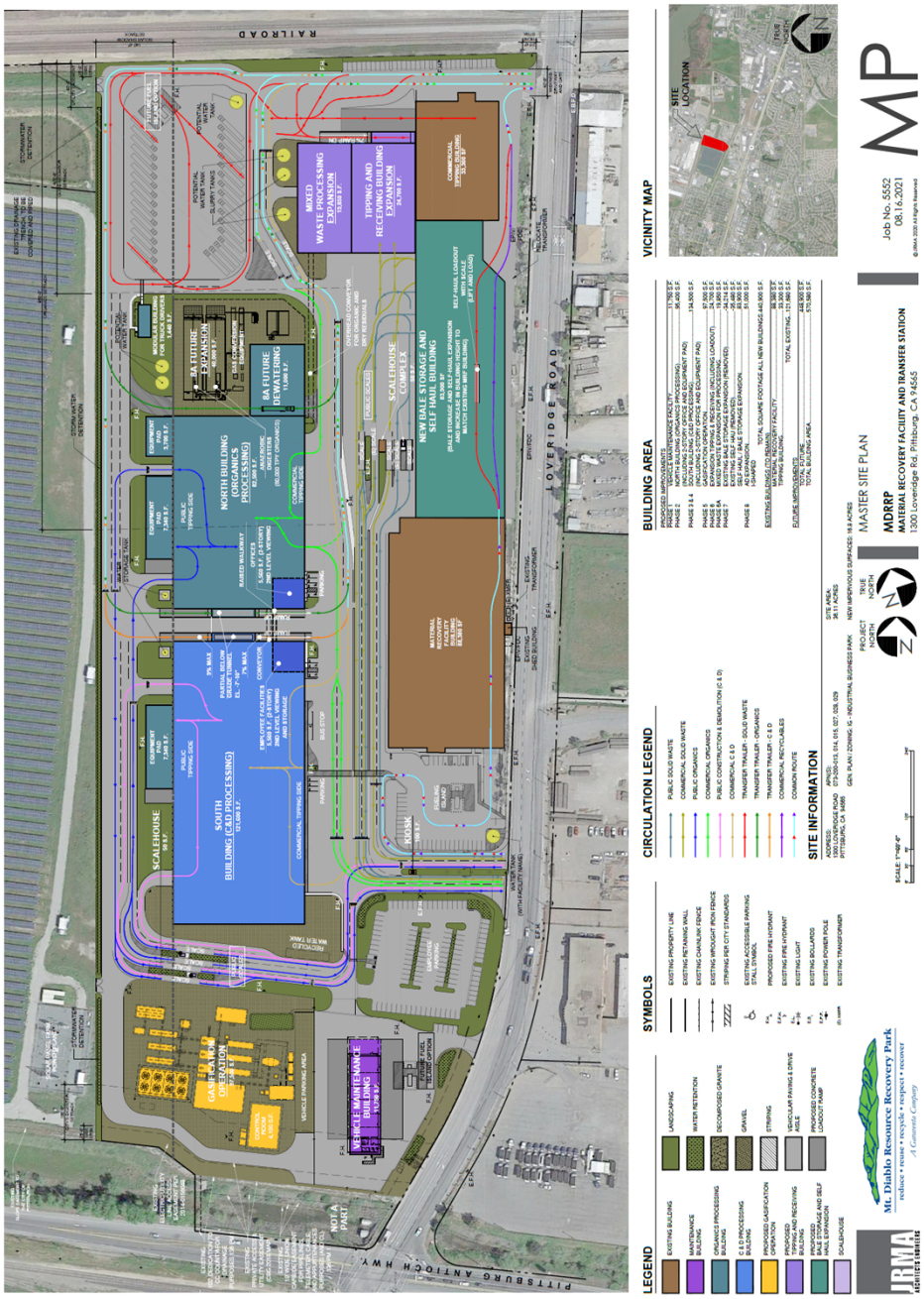


EXHIBIT B

APPLICABLE FEES

	FEE DESCRIPTION	UNIT	FEE
1	Grading Plan Review	Per Engineer's Estimate	2.5% of Engineer's Estimate
2	Grading Inspection	Per Engineer's Estimate	3% of Engineer's Estimate
3	Plan Check - Single Parcel (Acreage)	Per Engineer's Estimate	7% of Engineer's Estimate
4	Inspection - Single Parcel (Acreage)	Per Engineer's Estimate	6.75% of Engineer's Estimate
5	Bacteriological Testing - first	Each request	$228
6	Bacteriological Testing - additional	Each request	$76
7	Geographical Information System (Commercial)	Per Unit + sq. ft.	$110.00/Unit plus $0.06/sq. ft.
8	NPDES processing fee 10,000 sf to 1 acre or Risk Factor 1	Flat Fee	$3,756
9	NPDES processing fee projects >1 acre Risk 2 or 3	Flat Fee Plus Per Unit	$3,755.57 plus $137.71/acre up to 5 acres and $31.30/ac over 5 acres
10	NPDES Inspection Risk Factor 1	Actual Cost	Actual Cost with $15,000 deposit
11	NPDES Inspection Risk Factor 2 and 3	Actual Cost	Actual Cost with $30,000 deposit
12	Local Transportation Mitigation Fee*	Per square foot of gross floor area	$1.83
13	Regional Transportation Mitigation Fee*	Per square foot of gross floor area	$1.76
14	Water Facility Reserve Fee**	Qty and size of water meter	$9,764.00

* Traffic Mitigation fees increase each January 1st by CCI

** Water Facility Reserve Fees increase each November 1st by CCP

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Recommending City Council Approval of a Use Permit Amendment, Design Review, and a Development Agreement for, "Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)"	))))))	Resolution No. 10173

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. On February 2, 2021, Contra Costa Waste Service, Inc., filed Use Permit, Design Review, and Development Agreement Application No. 21-1553 requesting: 1) an amendment to the existing use permit (approved in 2018) for operational enhancements at the existing Mt. Diablo Resource Recovery Park (MDRRP); 2) design review approval of plans to construct five new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; and 3) approval of a Development Agreement at 1300 Loveridge Road. The project site includes a total of 36 acres. The eastern portion of the property is in the IG (General Industrial) District and the western portion of the property is within the IL-O (Limited Industrial with a Limited Overlay) District. Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028 and 073-200-029.

B. The existing solid waste and recycling facility became operational in 1995 and has expanded its operations to include additional recycling and disposal services. The facility serves as a regional recycling facility serving multiple communities and special districts.

C. On March 6, 1995, the City Council adopted Resolutions Nos. 95-8143, 95-8144, and 95-8145, approving a use permit, variance, and design review of architectural plans (respectively) for the Recycling Center and Transfer Station (RCTS), on a 17.5-acre site located at 1300 Loveridge Road. Prior to that approval, the City Council adopted Resolutions Nos. 95-8134 and 95-8142, certifying the Final Environmental Impact Report (1995 EIR) and adopting mandatory findings of significant environmental impacts and mitigation measures for the project (respectively).

D. On December 18, 1995, the City Council approved Resolution No. 95-8150, authorizing an agreement that allowed the recycling center and transfer station to begin operation.

E. On March 27, 2007, the Planning Commission adopted Resolution Nos. 9691 and 9692 approving a new use permit and design review application to locate the Mt. Diablo Recycling Facility (MDRF) on the existing RCTS site. The MDRF was approved to share the same site as the RCTS; however, both facilities operated independently.

F. On April 22, 2008, the Planning Commission adopted Resolution No. 9755, approving another use permit and design review application, establishing a mixed construction and demolition (Mixed C&D) recycling facility, including a green material processing operations area, on a 6.52-acre portion of the RCTS site. Conditions of approval for the RCTS and the MDRF were carried forward to the subsequent approvals.

G. On January 12, 2010, the Planning Commission adopted Resolution No. 9822 modifying the use permit for MDRF in order to expand the maximum amount of material that could be processed per day, expand hours of operation and the number of employees working at the facility.

H. On May 26, 2015, the Planning Commission adopted Resolution No. 10002, approving a subsequent use permit modification in order to bring the current solid waste and recycling operations at the RCTS, the MDRF and the Mixed C&D facilities under a single entity referred to as the Mt. Diablo Resource Recovery Park (MDRRP). The approval also included an increase in the total amount of materials processed per day at all three facilities from 2,200 tons per day (TPD), to a total of 5,500 TPD; establishment of a new commercial recycling and organic processing programs for residential and commercial food wastes; construction of one biomass gasification unit to process clean wood waste into energy for on-site use; construction of an 18,000 square foot building and related site improvements for the relocation of the SEG Trucking maintenance facility; and, as a possible future phase of the project, a rail haul option for waste transportation purposes.

I. On November 20, 2018, the Planning Commission adopted Resolution No. 10109, approving a subsequent use permit modification to permit improvements, including the relocation of the truck maintenance facility to the southern end of the property; an increase in the number of gasification units from one to three; and a reorganization of the operations to allow a more efficient utilization of the property.

J. The improvements to the MDRRP included in the 2015 and 2018 approvals, as applicable, and proposed with this current application will assist the City of Pittsburg and the region in reducing greenhouse gas emissions by generating renewable energy, increasing solid waste diversion rates, and expanding programs to provide recycling to business and family residences.

K. The proposed expansion and reorganization of the existing facilities will also assist the City of Pittsburg and the region in meeting increasing regulatory requirements and diversion goals established pursuant to Assembly Bill (AB) 1826, Senate Bill (SB) 1383, and related regulations.

L. The proposed project conforms to the applicable General Plan land use designation of *Industrial* and the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC).

M. An Environmental Impact Report was previously prepared for the 2015 MDRRP project (2015 EIR). On May 26, 2015, the Planning Commission adopted Resolution No. 10001, certifying that the Final 2015 EIR was prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. This resolution also approved CEQA findings, adopted a Statement of Overriding Considerations, and a Mitigation and Monitoring and Reporting Program (MMRP) for the MDRRP project.

N. Section 15162(a) of the State CEQA Guidelines states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that, either: 1) the project proposes substantial changes which will present a new significant impact; 2) there are substantial changes with respect to the circumstances under which the project is undertaken that will present a new significant impact; or 3) there is new information available that was not previously available relating to new or previously identified significant impacts.

O. Since the current project proposal further refines what was originally reviewed in the 2015 EIR, and since no new significant impacts were found, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for the current project.

P. Pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals requested or required in conjunction with a project be consolidated. The findings and decisions for each approval must be considered individually.

Q. According to PMC section 18.28.060, a request for modification of an approved use permit shall be treated as a new application. PMC Section 18.16.040 specifies that the following findings must be made before approval of a use permit:

1. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;

2. is not detrimental to the health, safety and general welfare of the City;

3. will not adversely orderly development of property within the City;

4. will not adversely affect the preservation of property values;

5. is consistent with the general plan and applicable specific plan;

6. will not create a nuisance or enforcement problem;

7. will not encourage marginal development within the neighborhood;

8. will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints; and

9. is consistent with the City's approved funding priorities.

R. Before approving a conditional use permit for a large recycling facility, as indicated in PMC 18.84.560, the Planning Commission must also find that the proposed use complies with the standards outlined in PMC 18.84.575.C for 'Large Recycling Facilities,' including:

1. The facility is at least 150 feet from property zoned or planned for residential use;

2. The facility must be screened from public view by operating in an enclosed building or behind dense landscaping or fencing;

3. Yards and landscaping requirements must comply with those provided for the zoning district in which the facility is located;

4. All exterior storage of material will be in sturdy containers which are covered, secured and maintained in good condition. Oil storage must be in containers approved by the chief building official and Riverview fire protection district. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing or other screening;

5. The site will be maintained free of litter and any other undesirable materials, and will be cleaned of loose debris on a daily basis;

6. Noise levels will not exceed 60 dBA as measured at the property line of residentially zoned property, or otherwise not exceed 70 dBA;

7. If the facility is located within 500 feet of property zoned, planned or occupied for residential use, it will not be in operation between 7:00 p.m. and 7:00 a.m.;

8. Any containers provided for after-hours donation of recyclable materials (newspaper, cardboard, aluminum cans, etc.) will be at least 150 feet from any property zoned, planned or occupied for residential use, and they shall be made of sturdy, rustproof construction. Containers will have sufficient capacity to accommodate materials collected for at least a 24-hour period, and be secure from unauthorized entry or removal of materials;

9. Donation areas will be kept free of litter and any other undesirable material, and the containers will be clearly marked to identify the type of material that may be deposited. The facility will display a notice stating that no material may be left outside the recycling containers;

10. The facility will be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs will meet the standards of the use. Directional signs, bearing no advertising message, may be installed with the approval of the planning director to facilitate traffic circulation or if the facility is not visible from the public right-of-way; and

11. Power-driven processing, including aluminum foil and can compacting, plastic shredding, or other light processing activities, may be used as necessary for efficient temporary storage and shipment of material.

S. The Planning Commission may grant design review approval for a project only after the Commission makes a determination that the proposed project is consistent with PMC section 18.36.220 (B), including:

1. the structure conforms with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

2. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

3. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

4. the structure is in harmony with proposed developments on land in the general area; and

5. the application conforms with the criteria set forth in any applicable city-adopted design guidelines.

T. Pursuant to City Council Resolution No. 96-8371, the Planning Commission must

make a recommendation on a development agreement prior to City Council consideration. The City Council may adopt the ordinance approving a development agreement if it finds that:

1. the development agreement is consistent with the General Plan and any applicable specific plan; and

2. the development agreement will promote the public health, safety, and general welfare.

U. On or before August 14, 2021, notice of the August 24, 2021, public hearing to consider this application was posted at City Hall, the project site and on the City's website; was delivered to the Pittsburg Library; and was mailed via first class mail or email to the property owner, applicant and all other owners of property within 300 feet of the subject site, to utility companies and other agencies anticipated to provide service to the project, and to all interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010 and 18.36.350 and Government Code sections 65090 and 65091, as applicable.

V. On August 24, 2021, the Planning Commission held a public hearing to consider Application No. 21-1553, at which time oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission Staff Report entitled "Consideration of a Resolution Recommending City Council Approval of a Use Permit Amendment, Design Review, and a Development Agreement for Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)," dated August 24, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. Since the current project proposal for the MDRRP site further refines what was originally reviewed in the 2015 EIR and does not include any new significant impacts, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for the current project.

3. The 2nd EIR Addendum prepared for the proposed project has been reviewed by the Planning Commission and considered as part of the adoption of this resolution.

Use Permit Findings:

4. The proposed project, in its entirety, is consistent with the following standards for approval of a use permit, in that:

    a. The proposed use is in accord with the objectives of the Zoning Ordinance, the purposes of the land use districts in which it is located and is appropriate to the specific location, in that the use is an expansion of an existing use that has operated since 1995 in accordance with the requirements of the existing previously approved use permits and the Solid Waste Facility Permit administered by the City of Pittsburg Local Enforcement Agency (LEA). The proposed expansion and enhancement project will comply with the development standards set forth for the IL-O (Limited Industrial with a Limited Overlay) and IG (General Industrial) Districts.

    b. The proposed use will not be detrimental to the health, safety and general welfare of the City, nor will it involve any activities that will be injurious to the City, its residents, or its workforce, if conditions are added to require: 1) the operator obtain from the City of Pittsburg Local Enforcement Agency (LEA) a Solid Waste Permit to allow the proposed operational expansion and enhancements, and 2) all regulations of the PMC and the LEA are adhered to throughout the life of the facility.

    c. The proposed use will not adversely affect the orderly development of property within the City, in that the operational expansion and enhancements will continue the existing context of industrial uses in the area north of the Pittsburg-Antioch Highway.

    d. The proposed use will not adversely affect the preservation of property values, in that the proposed operational expansion and enhancements will utilize properties that have been vacated by previous industrial activities.

    e. The proposed use is consistent with the General Plan, in that the expansion and enhancements meet the intent of the Industrial land use designation in accordance with General Plan (page 2-20).

    f. If the use complies with all provisions of the PMC and the conditions of this resolution, and the operator obtains a Solid Waste Permit administered by the City of Pittsburg LEA, then the proposed use will

not create a nuisance or enforcement problem.

g. The proposed use will not encourage marginal development within the neighborhood in that the use consists of enhancements to the existing facility and utilizes vacant parcels from previous industrial uses.

h. The proposed use will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints, in that the use is private and does not require any additional public services and shall be required to operate in conformance with the standards outlined in PMC 18.84.575.C for Large Recycling Facilities.

i. The proposed use is consistent with the City's approved funding priorities, in that there are no public funds involved with the project.

Large Recycling Facility Findings:

5. The project, in its entirety, is consistent with the following applicable standards for a large recycling facility, in that:

   a. The recycling facility will be screened from public view by operating in an enclosed building or behind dense landscaping or fencing.

   b. Yards and landscaping requirements will comply with those provided for the zoning district in which the facility is located, in that the application proposes to install and maintain a minimum ten percent of the site as landscaped area.

   c. All exterior storage of material will be in sturdy containers or containment areas that are covered, secured and maintained in good condition. Oil storage containers will be subject to approval by the Chief Building Official and Contra Costa County Fire Protection District. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing or other screening.

   d. As required by a condition of approval, the site will be maintained free of litter and any other undesirable materials and will be cleaned of loose debris on a daily basis.

   e. As required by a condition of approval, noise levels will not exceed 70 dBA as measured at the property line.

   f. The facility will not be located within 500 feet of property zoned, planned or occupied for residential use.

g. There will be no designated outdoor donation areas for recyclable materials. The facility will display or provide notice to customers stating that no material may be left outside the designated recycling areas.

h. The facility will be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs will meet the standards of the use. Directional signs, bearing no advertising message, will be installed/maintained subject to approval by the Planning Division.

Design Review Findings:

6. The proposed project, which consists of the Master Plan and associated site improvements:

   a. Will conform with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed design of all new construction will be consistent with the surrounding industrial development and the existing on-site transfer processing facility building.

   b. The inclusion of additional landscaping along Loveridge Road will ensure that the project conforms to the good taste, good design and in general will contribute to the character and image of the City as a place of beauty, taste and high quality.

   c. The new buildings will not be subject to exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable.

   d. The exterior design and appearance of all new construction on site will not be of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value in that the proposed design of the facilities, are consistent with the surrounding industrial development.

   e. The project conforms to the applicable criteria set forth in the City's adopted Design Review Guidelines (Planning Commission Resolution No. 8927).

Development Agreement:

7. The proposed Development Agreement is consistent with the General Plan

and will promote the public health, safety, and general welfare of the community, in that it will support and ensure the timely development of a facility that will serve the City in meetings its state-mandated solid waste diversion goals.

Section 3. Recommendation

Based on the findings set forth above, the Planning Commission hereby:

A. Recommends the City Council adopt the 2nd Addendum to the 2015 Final EIR, as substantially proposed in Exhibit A of this Resolution; and

B. Recommends the City Council adopt an ordinance approving a Development Agreement, as substantially proposed in Exhibit B of this Resolution; and

C. Recommends the City Council approve Use Permit and Design Review Application No. 21-1553, subject to the conditions listed below. The conditions listed shall take the place of all prior conditions adopted through Planning Commission Resolutions No. 10109.

1. References to Project Plan. The approved improvements to the existing use shall be constructed and installed in accordance with the Conditional Use Permit Package dated February 2, 2021, and as presented to the Planning Commission in the staff report, except as may be modified by the conditions below. Construction and installation of the approved use in a manner inconsistent with this use permit shall be grounds for revocation of the use permit.

2. Permitted Capacity. The Mt Diablo Resource Recovery Park shall not receive more than five thousand, five hundred (5,500) tons per day of municipal solid waste, recyclables, organic material, and construction and demolition material for processing. In case of a state emergency or local emergency the MDRRP may receive a higher amount of tonnage if requested by the applicant and granted by the LEA under section 17210 of the California Code of Regulations.

3. LEA Solid Waste Permit. The operator of Mt Diablo Resource Recovery Park shall obtain from the City of Pittsburg Local Enforcement Agency (LEA) a Solid Waste Permit to allow the proposed operational expansion and enhancements.

4. Applicable City and LEA Regulations. All regulations of the PMC and the LEA are adhered to throughout the life of the facility.

5. Waste Diversion Mandates & Indemnification. The MDRRP shall be operated in a manner reasonably calculated to ensure that the City achieves the waste

diversion mandates of the California Integrated Waste Management Act (the Waste Act) or other applicable law, so long as the City's waste is processed at the MDRRP. For all matters within the City's jurisdiction, the City may request that MDRRP modify its operation in a manner reasonably calculated to ensure that the City achieves the waste diversion mandates of the Act, or other applicable law, and the applicant shall work cooperatively with the City to implement such modifications or a reasonable alternative, taking into consideration practical, financial, and legal limitations, including potential conflicts with requirements from other governing agencies having jurisdiction. If the applicant fails to work with the City on implementing reasonable modifications described in this section and fines or other penalties are assessed for the City's failure to meet waste diversion goals, then such fines or penalties shall be borne by the applicant, and the applicant shall defend, indemnify and hold the City harmless for any loss, claim or action arising from or in any way connected with such failure to comply with City directives to the extent that the imposition of same is determined to be the fault of the applicant. In compliance with Public Resources Code Section 50001(a)(2), the proposed expansion is designed to recover for reuse or recycling at least five percent (5%) of the total volume of material received by the facility and is identified in the applicable integrated waste management plan. Nothing in this condition shall prevent the City from establishing additional requirements regarding waste diversion in an authorization issued under Chapter 8.05 of the Municipal Code.

6. Monitoring & Reporting for City. The applicant shall monitor and provide the City Manager or their designee with regular accounting of the origin and quantity of all solid waste and recyclables received by, processed through, and transferred by the MDRRP for disposal or recycling. This accounting shall be in a form satisfactory to the City Manager, and at such times and intervals as he or she specifies and shall be on a jurisdiction-by-jurisdiction basis. The accounting shall be in addition to any applicable requirements of the state for monitoring and demonstrating compliance with state mandates related to solid waste and recycling. Copies of any reports supplied by MDRRP to other agencies shall be contemporaneously provided to the City Manager.

7. Compliance with PMC. The MDRRP shall comply with all applicable requirements of the Pittsburg Municipal Code. The City and applicant recognize and agree that the City's ability to exercise its police power as described in this condition is an integral basis for the City's approval of this project, and that the reservation of the City's right to consider and adopt legislation concerning a recycling facility and transfer station is necessary in order for the City to make the determination that approval of this use permit is consistent with the findings required by PMC section 18.16.040, as fully set forth in this resolution. Further, all site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers) and Chapter

15.88 (Grading, Erosion and Sediment Control) of the PMC as determined by the City Engineer or designee. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval.

8. Compliance with Conditions & Grounds for Revocation. The applicant shall allow City staff and the LEA to conduct reasonable inspections of the property and applicant's operation of the MDRRP to ensure compliance with the conditions of approval. Operation of the use in a manner inconsistent with that described in the report, violation of a zoning regulation or condition of this resolution, existence of a public nuisance, or conviction of a federal or state law or city ordinance in connection with the operation of the use shall be grounds for revocation of the use permit in accordance with the process outlined in PMC section 18.28.100.

9. Other Agency Requirements. Permits shall be obtained from each agency having jurisdiction over the project to the extent required by law, including but not limited to the City of Pittsburg LEA, the Bay Area Air Quality Management District, the Contra Costa County Fire Protection District, California Regional Water Quality Control Board, and the Department of Resources Recycling and Recovery (CalRecycle).

10. Site Maintenance. The site shall be maintained in a neat and clean manner and all landscaping on site shall be kept weed free and maintained in a healthy condition. The applicant shall be responsible for picking up all litter and waste material daily within any public right-of-way within two thousand (2,000) feet of the property boundaries; to the City limits to the east of the project; and to Columbia Street to the west of the project. If the City Manager determines in their sole discretion that the operator's litter control efforts are not adequate to meet City requirements, then the City Manager may require the applicant or operator to submit a litter control plan and direct what changes are necessary in order to improve its effectiveness. The applicant and/or operator shall ensure that any items dumped along the Loveridge Road street frontage are removed at the beginning and end of each business day.

11. Signage. No signage is approved under this resolution other than wayfinding safety, or signage exempt from review under PMC Title 19. The applicant shall submit all signs for the MDRRP to the Planning Division for review and approval in accordance with PMC Title 19. Additionally, the applicant shall submit signs to the LEA to ensure compliance with state minimum standards for solid waste facilities. The applicant shall determine, in consultation with LEA staff, which signs require LEA approval.

12. Bicycle Parking. The applicant shall provide permanent, fixed bicycle parking for at least nine (9) bicycles on-site in a location providing convenient access

and natural surveillance. The design, color, and proposed location of the racks shall be reviewed and approved by Planning Division staff prior to issuance of a building permit.

13. Material Transfers. Transfer of solid waste and recyclables shall be to permitted landfills and recycling receivers.

14. Covered Loads. All self-haulers (general public) and garbage collection trucks entering, and all transfer/packer trucks exiting the MDRRP site shall be covered or enclosed to prevent or minimize litter and waste material from escaping during transport.

15. Covered Loads Notification. Self-haulers (general public) that enter the MDRRP without trash or waste material adequately covered shall be informed by the applicant of the requirement that trucks be covered (see Condition No. 12). The applicant shall be responsible for cleaning up litter from self-haulers. The applicant shall provide notice to the public of the cover requirements in a manner satisfactory to the City Manager.

16. Noise. The MDRRP shall not generate noise in excess of 70 dBA at the property line as required by Pittsburg Municipal Code Chapter 18.84.

17. Hazardous Wastes. The applicant is prohibited from receiving hazardous wastes or engaging in activities which would generate hazardous wastes at the MDRRP. "Receiving Hazardous Waste" does not mean hazardous material that inadvertently is unloaded at the facility (e.g. household material in mixed residential solid waste). The applicant is prohibited from handling hazardous waste substances in sufficient quantities at any one time as to require a permit under the Uniform Fire Code.

18. Peak Hour Travel. The applicant shall apply peak hour travel restrictions to all transfer trucks and to other vehicles that are under the direct control of or under contract with the MDRRP or any subsidiary (e.g. collection trucks) so that trucks will avoid the most congested freeway locations. Currently these congested freeway locations include some sections of SR-4, segments of I-680, the SR 24/680 interchange, and the I-580/I-680 interchange.

19. Traffic Plan. The applicant shall develop, or update an existing, Traffic Management Plan (the "Traffic Plan") to control the time of day that project trucks will use SR-4 and other freeways. The Traffic Plan shall be developed to respond to the freeway traffic conditions that exist at the time the SEG Trucking maintenance facility opens and shall be reevaluated at periodic intervals in response to changing patterns of traffic congestion. The new Traffic Plan shall be prepared, submitted and approved before issuance of a certificate of occupancy for the SEG Trucking maintenance facility and shall be updated at six-month intervals. The Traffic Plan shall document the time

periods, roadway segments and direction of travel where transfer trucks will be restricted. The restrictions shall apply to both entering and exiting traffic. The Traffic Plan shall be reviewed and approved by the City Engineer with the advice and recommendation of the LEA, as may be appropriate, prior to beginning operation of the SEG Trucking maintenance facility. Traffic Plan updates shall be submitted to the City Engineer and LEA, and shall be reviewed as described in this condition.

20. Traffic Plan Adjustments. As part of the ongoing Traffic Plan required by Condition No. 21, operating conditions at the Loveridge Road/SR-4 interchange merge areas shall be monitored by the applicant during a.m. peak hour (westbound on-ramp) and during p.m. peak hour (east bound on-ramp). If operating conditions at either of the merge areas are at LOS F and the addition of MDRRP traffic increases the v/c ratio by more than 0.01, then as part of the ongoing Traffic Plan, traffic patterns at the MDRRP shall be adjusted satisfactory to the City Engineer and LEA to reduce the project's traffic impact below a v/c ratio increase of 0.01 as necessary. Adjustments may include, for example, changes in the hours during which collection and recycling trucks may leave the facility during the a.m. and p.m. peak periods.

21. Location of Transfer Operation. The transfer operation shall be operated in a closed building to reduce exposure of waste to the atmosphere and potential odor impacts.

22. Site Fencing. The MDRRP shall be surrounded by a security fence to capture any litter carried by the wind.

23. Cool Roofs. All building rooftops shall be painted white (behind parapets) to ensure a cool roof effect.

24. Tipping Floor Maintenance. The tipping floor and processing areas shall be cleaned every twenty-four (24) hours.

25. Refuse Exposure/Storage. No refuse shall remain exposed to the atmosphere for longer than twenty-four (24) hours. Any materials stored at the MDRRP for longer than twenty-four (24) hours shall be stored inside transfer trucks under a tarp or cover. In no event shall disposable, non-recoverable solid waste be stored on site for over forty-eight (48) hours.

26. Organic Food Refuse Exposure/Storage. No organic food refuse shall remain exposed to the atmosphere for longer than twenty-four (24) hours. Any organic food materials stored at the MDRRP for longer than twenty-four (24) hours shall be stored inside transfer trucks under a tarp or cover. In no event shall disposable, non-recoverable organic food waste be stored on site for over twenty-four (24) hours.

27. Refuse Contact Areas. Refuse shall not become retained or trapped in corners, cracks or other irregularities within the transfer processing facility building. All surfaces that come into contact with refuse shall be designed to be easily cleaned.

28. Building Interior Drainage. The drainage and waste handling systems shall be designed so that no standing water can collect in the refuse handling areas.

29. Construction Safety Plan. In accordance with the regulations provided in Title 29 of the Code of Federal Regulations (the CFR), Part 1910.120 and Title 18 of the California Code of Regulations (the "CCR"), Section 5192, the Applicant shall develop, prepare and implement the Construction Worker Site Health and Safety Plan (the "Construction Safety Plan") for construction workers prior to project construction. The Construction Safety Plan shall include but not be limited to identification of areas of known contaminant releases, types of contaminants, and safety procedures for work in those areas; procedures to be undertaken in the event that unknown contamination is discovered; procedures and personnel responsible for managing contaminated soils and/or groundwater, and emergency procedures and responsible personnel. The Construction Safety Plan shall be prepared and signed by a certified industrial hygienist and shall be included with the applicant's building permit application. Individuals who are to perform work in areas where exposure to contaminated materials may occur must have received hazardous materials training in accordance with federal and state regulations. The applicant shall ensure that all contractors on the project comply with the Construction Safety Plan and develop hazardous waste management techniques, protocols and/or methodologies for handling potentially hazardous materials that may be used during project construction. The plan shall specify types, quantities, containment, temporary storage areas, and emergency spill response procedures and shall be approved by the County Fire District prior to project construction, as part of the standard building inspection, review and permit process.

30. Soil Sampling Investigations. In areas of the project site where no soil quality data is available, or data is insufficient to describe the potential health risks associated with excavation and handling of soil, a soil sampling investigation shall be developed and implemented for the excavation and grading areas. The investigation shall be conducted by a qualified environmental professional to assess whether areas proposed to be excavated or graded contain concentrations that may pose a health risk to construction workers or require special handling during construction activities. Existing soil quality data shall be used, where available, to delineate the extent of contamination levels and the expected contaminant levels. The work shall be completed prior to construction and the results shall be included in the Construction Safety Plan. Development and implementation of the soil quality sampling program shall be integrated with the soil quality management required by with

the Construction Safety Plan. The City Engineer shall verify that the soil quality sampling program has been completed prior to the issuance of a grading permit.

31. Asbestos-Containing Floors. The applicant shall post signs, as specified by the Safe Water Drinking and Toxic Enforcement Act of 1986 (California Health and Safety Code Sections 25249.5, et seq., and Title 22 of the CCR, Sections 12000, et seq.) warning workers of the hazards of disturbing, handling, drilling, and/or breaking the asbestos-containing floor tiles in the conference room of the transfer facility. In addition, the tiles shall be inspected annually by personnel trained in asbestos inspection. In the alternative, the applicant may have the tiles encapsulated, or removed by a licensed asbestos abatement contractor.

32. Ongoing Soil Remediation. Construction and operation of the proposed MDRRP shall not interfere with any investigation, monitoring, and remediation of soils and/or groundwater at the project site. All building plans for proposed improvements shall identify the location of existing and known proposed areas of environmental investigation, monitoring, and/or remediation, including the location of existing and known proposed monitoring and extractions wells, subsurface and above ground piping, and associated treatment and storage tasks. All building plans shall be reviewed by the City to ensure that Applicant's proposed improvements will continue to allow access to these areas and not impede remediation of the Project Site.

33. Exclusion Program. Only non-hazardous waste shall be accepted at the MDRRP. The MDRRP may receive hazardous waste managed under the Alternative Management Standard, a variance, or a certification (i.e. Certified Appliance Recycler) granted by the Department of Toxic Substances Control (DTSC) as well as Universal Waste materials as allowed with approval by the LEA. To ensure compliance with this condition, the applicant shall prepare, or update an existing, Hazardous Waste Exclusion Program (the "Exclusion Program") in accordance with Title 23 of the CCR, Section 2523(b) and maintain a policy of excluding hazardous waste from the MDRRP. The Exclusion Program previously submitted by the applicant shall be revised to state that no waste classified as "designated" or "hazardous" under applicable law will be accepted at the MDRRP and shall include a schedule for implementing the proposed training load checking programs. The LEA shall review and approve the updated Exclusion Program as part of the Solid Waste Facilities Permit review process and shall specify what waste shall be excluded.

34. Hazardous Materials Plan. Management of hazardous materials used or inadvertently received at the MDRRP shall be documented consistent with Division 20, Chapter 6.95 of the Health and Safety Code (commencing with Section 25500) and subdivision (b) and (c) of section 80.103 of the Uniform

Fire Code. Chapter 6.95 of the Health and Safety Code, titled "Hazardous Materials Release Response Plans and Inventory," requires the preparation of area plans and business plans. Section 80.103 of the Uniform Fire Code requires the preparation of hazardous Material Management Plans and Hazardous Materials Inventory Statements to ensure compliance with state operating regulations. These plans shall contain among other things; a complete description of personal protective equipment; procedures for handling, packing and disposing of hazardous waste found in mixed wastes inadvertently brought to the MDRRP; the maximum volume to be stored at any one time; and shall specify procedures for the proper segregation of incompatible wastes. Hazardous waste shall be stored in appropriate containers in compliance with all local, state and federal regulations and kept in an area separate from any hazardous materials used by the MDRRP in its operation or construction. These plans shall be submitted to the City, the Contra Costa County Health Services Department, and the County Fire District prior to the issuance of an expansion permit. The LEA shall ensure that these plans have been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any.

35. Fire Suppression Systems. The applicant shall install and maintain an automatic fire sensing, suppression and alarm system at the MDRRP in accordance with recommendations from the County Fire District and the State Fire Marshal prior to the occupancy of any new building.

36. Emergency Response Plan. The applicant shall prepare and maintain an Emergency Response Plan (the "ER Plan") as part of the Business Plan as required by the state Hazardous Material Release Response and Inventory Program (Health & Safety Code Section 25500, et seq.); The ER Plan shall include a detailed description of methods used to identify and control materials susceptible to explosion or combustion; the location, maintenance, and procedures for use of all fire control equipment; identification of responsible and trained fire-fighting personnel; location of fire extinguisher and other fire-fighting equipment and evacuation plans and procedures. The ER Plan shall also specifically address the potential for a power failure during an emergency. Response procedures for the site shall be submitted to and approved by the Contra Costa County Fire Protection District prior to the occupancy of any of the new structures permitted by this use permit. The approved ER Plan shall be submitted to the LEA with the application packet for the updated Solid Waste Facility Permit. The LEA shall ensure the ER Plan has been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any. The ER Plan shall include emergency response procedures in the event of an earthquake and shall take into account the probability that untrained visitors are likely to be present at the MDRRP.

37. Wastewater Storage. All wastewater generated from buildings at the facility

that require secondary treatment or discharge to sanitary sewer shall be collected and contained in storage tanks and/or discharged to sewer. The wastewater collected at the facility (holding tanks and sump) shall be removed using vacuum tank trucks on an as-needed basis. During the expansion, the volume and consistency of the wastewater shall be measured at a regular frequency to determine appropriate measures of future on-site treatment. As part of the Solid Waste Facility Permit update application, the appropriateness and feasibility of recycling or on-site treatment will be evaluated at that time. Any discharge of wastewater to the sewer shall be in compliance with the requirements and restriction specified by Delta Diablo. Procedures for wastewater management at the facility shall be included in the Hazardous Materials Management Plan (Uniform Fire Coe, Article 80, Section 80.101). The Plan shall be updated to address any changes in operational and safety procedures related to future changes in wastewater management.

38. OSHA. The applicant shall comply with all state and federal occupational safety and health acts ("OSHA") including but not limited to developing a procedure for protecting workers who handle and/or sort sharp materials; requiring workers to wear protective gloves; training workers to identify and safely remove sharp objects and dispose of used hypodermic needles or other inadvertently deposited medical wastes. These procedures shall be included in the Transfer/Processing Report that applicant will submit to the LEA.

39. Relationship to Other Emergency Response Plans. Neighboring industrial facilities which treat, store, or dispose of hazardous materials are required to develop emergency response plans (the "ER" Plan) for release incidents. The Project's ER Plan shall acknowledge and include a description of the ER Plan's consistency, to the extent possible, with risk management and prevention programs and evacuation plans of nearby industries. The approved ER Plan shall be submitted to the LEA as part of the Solid Waste Facility Permit update application packet. The LEA shall ensure the ER Plan has been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any.

40. Vector Control. The applicant shall implement a program to monitor the development of any vector problems, including the eradication of pests if needed. The applicant shall, at minimum, institute the following measures to control vectors at the MDRRP:

    a) Regular cleaning and maintenance procedures including sweeping of the yard and tipping areas;
    b) Handle solid waste materials inside the building, rather than outdoors;
    c) Transport all waste for disposal no more than forty-eight (48) hours after it is brought to the MDRRP;
    d) Transport yard waste and organics to composting operations or organics

processing facilities within forty-eight (48) hours, or up to 7 days if granted by the LEA under section 7852(a)(10)(A)(2) of the California Code of Regulations, or sent to a on-site energy production facility including but not limited to an on-site gasification unit or anaerobic digestor;

e) Implement a load covering policy and program for hauling vehicles leaving the MDRRP; and

f) Regular cleaning of MDRRP organic handling equipment and trucks by applicant.

41. Contaminated Soils. Any excavated contaminated soil shall be removed from the project site and transported to a qualified disposal site; however, contaminated material shall not be transported to the Keller Canyon Landfill or to any facility that will use it as a daily cover.

42. Grading. If possible and as directed by the City Engineer, all grading shall be conducted between April 15 and October 15 to minimize silt runoff to the nearby channels located on the boundaries of the project site. If grading is to be conducted during the rainy season, silt control measures described in the SWPPP's shall include, but not be limited to, creation of silt barriers (e.g. hay bales, silt fences) on the southern and/or western property boundary.

43. Frequency of Plan Updates. The City Manager, or their designee, may require the applicant to update a plan or study required under any condition of approval in this resolution more frequently than otherwise called for herein, as conditions may warrant in such official's judgement.

44. Study Costs. Any and all studies described herein or are otherwise necessary due to construction or operation of the MDRRP shall be at the applicant's sole expense.

45. Recycling Programs. Upon the City's request, the MDRRP shall provide recycling programs, such as (without limitation) mixed paper and yard waste diversion programs (as used hereafter in this condition "Programs") that are consistent with and assist in the implementation of the City of Pittsburg's Source Reduction and Recycling Element ("SRRE"). If the applicant demonstrates to the City's satisfaction that implementation of requested Programs is infeasible at the MDRRP, due to such factors as cost or suitability of the facility, the applicant shall work cooperatively with the City to develop other Programs that are feasible and will ensure that the City mandates its compliance with the Act. Any costs associated with amending the City's SRRE to reflect necessary Program changes shall be paid by the applicant and the cost shall not be passed on the City garbage subscribers or individuals or agencies using the MDRRP.

46. Hours of Operation. The hours of operation for receipt of refuse/waste from the public shall be daily from 7:00am to 6:00pm, unless otherwise granted by

the LEA or Solid Waste Facility Permit. Public visitation shall be limited to Monday through Saturday from 8:00 a.m. to 5:00 p.m.

47. Deferred Improvements. The owner shall enter into a deferred improvement agreement with the City to construct frontage improvements for the Developer's pro-rata share of the ultimate roadway design for Loveridge Road. As part of the agreement, the owner shall post a bond, a letter of credit, a certificate of deposit or some other form of financial responsibility agreed upon by the City for the cost of the improvements. Frontage improvements shall include construction of storm drain facilities, curb, gutter, and sidewalk, and undergrounding of utilities.

48. Loveridge Road Maintenance. The applicant shall enter into a Memorandum of Understanding or other agreement instrument to pay a pro-rata share fee for reconstruction and ongoing maintenance for Loveridge Road. The costs of reconstruction of the roadway and ongoing maintenance costs shall be determined through a City-sponsored study and shall be based on truck trips attributed to the business, or other measurement deemed mutually acceptable by the applicant and the City.

49. Sanitary Sewer Capacity. The applicant shall provide proper sanitary sewer capacity to accommodate the project's wastewater demand.

50. Standard Conditions of Development. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development, and this Resolution, this Resolution shall prevail.

General Engineering Conditions

51. Grading. All grading work shall be done in accordance with provisions of Chapter 15.88 of the Pittsburg Municipal Code.

52. Traffic Control Plans. The applicant shall comply with City and State guidelines and requirements for traffic control during construction and prior to final project acceptance.

53. Business License Requirements. The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements of the City of Pittsburg Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.

54. Portable Restrooms. Adequate sanitary disposal facilities shall be required on

site during all phases of construction.

55. Construction Debris. The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties is not permitted.

56. Dust Control. The applicant shall control dust during construction by water application. At minimum, active construction areas shall have to be watered at least twice daily pursuant to requirements of a site-specific Soil Management Plan (SMP) required by the restrictive land use covenant (LUC) that applies to the project site. Non-potable water shall be used from a source approved by the City Engineer (PMC, Title 15), or a nontoxic dust palliative may also be used. To prevent an increase in the potential to emit dust following grading, the project design includes stabilizing disturbed areas as soon as practical as described in Section 2.3.5. Crushed rock shall be used on perimeter and intermediate access roads and the area surrounding the substation. Areas that are not graveled or occupied by foundations shall be stabilized by re-vegetation, application of a non-toxic soil binder, or other means of stabilization.

57. Diesel Equipment. The applicant shall comply with the following requirements of Title 13 of the California Code of Regulations (CCR) for diesel-fueled construction equipment to ensure that emission levels during project construction do not conflict with or obstruct implementation of BAAQMD's air quality plans:

    a) Individual diesel truck idling in excess of five consecutive minutes shall be prohibited consistent with Title 13 CCR.
    b) Diesel-power construction equipment shall use renewable fuel or low-sulfur diesel fuel pursuant to requirements of Title 13 of the CCR.

58. Grading. Any earth moving activity at the site shall be performed in accordance with the Soil Management Plan (SMP) and Health and Safety Plan (HSP) (USS-Posco and DTSC, 2010).

59. CCCFPD Precautions. In accordance with the Contra Costa County Fire Protection District (CCCFPD) requirements, the following precautions shall be instituted by the operator of the facility, unless otherwise determined by the CCCFPD:

    a) CCCFPD approved means of monitoring and measuring the temperatures within static piles shall be used to monitor and record internal pile temperatures and be made available for inspection by the CCCFPD;
    b) Portable fire extinguishers shall be provided on all vehicles and

processing equipment;

c) The operator shall provide for the availability of material handling equipment during any firefighting operations at the project site;
d) No flammable or combustible liquid storage tanks shall be stored on the site without approval and issuance of required permits from the CCCFPD;
e) The operator of the C&D facility shall develop a plan for monitoring, controlling and extinguishing spot fires, subject to CCCFPD review and approval; and
f) Smoking shall not be permitted in spaces where flammable C&D materials are stored or handled.

60. Outdoor Storage Prohibited. The storage of material or items on any portion of the site that is located within 200 feet of a public street shall occur within a building or a fully enclosed structure upon the completion of Phases 2 and 3 of the MDRRP Master Plan, and as required by *Industrial-Service processor* use limitation L-154.

61. Landscape Coverage. Additional landscape areas shall be provided throughout the site, except where prohibited, in order to achieve the ten percent (10%) minimum site landscaping requirement of the IG zoning district development standards. Areas with the potential for additional landscaping include widening the approved landscape area along Loveridge Road; the southeastern corner of the site (adjacent to the GWF facility}; and the northern pointed corner of the parcel. Prior to the issuance of a site development permit or building permit, final landscape plans, showing the amount of area to be landscaped as a percentage, shall be submitted for review and approval by the Planning Division.

62. Emergency Vehicle Access. Prior to the issuance of a site development or building permit, the site plans shall be revised to include adequate emergency apparatus access roadways with all- weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13 feet, six (6) inches of vertical clearance to within 150 feet of travel distance to all portions the structure. Access roadways shall have a minimum outside turning radius of 45 feet, and an inside turning radius of 25 feet, and must be capable of supporting the imposed loads of fire apparatus, i.e. 37 tons, as required by the CCCFPD.

63. Emergency Access Gates. Prior to the issuance of site improvement plans, the plans must identify access gates (for Fire District apparatus) with a minimum width of 20 feet. Access gates shall swing inward and be setback from the public right-of-way by a minimum of 30 feet. Electrically operated gates shall be equipped with a Knox Company key- operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock.

64. On-site Emergency Circulation. C&D materials and green waste piles shall be separated from adjacent piles by fire apparatus access roadways with a minimum width of 20 feet. Piles shall not exceed 25 feet in height, 150 feet in width, and 250 feet in length, or as otherwise determined by the CCCFPD.

65. Hydrants. The applicant shall provide two fire hydrants for the project, and hydrant locations, as determined by the CCCFPD. Fire hydrants provided on the site must be the "East Bay" type.

66. Site Address Numbers. Premise address identification shall be provided prior to the issuance of a certificate of occupancy. Such numbers shall contrast with their background and be a minimum of four inches high or larger as required to be readily visible from the street.

67. Planting. Plants installed for project landscaping shall be low-maintenance drought-tolerant varieties, requiring minimal use of pesticides to minimize potential impacts on foraging birds, in accordance with Landscaping Requirements set forth in PMC Section 18.34.300-325.

General Engineering and Construction

Engineering fees due payable prior to the first building plan review and at the time of Grading or Site Development Permit issuance:

68. Grading/Improvement Plan Review Fees. The applicant shall pay one half of the Engineering Grading and/or Improvement Plan Review Fee with the initial submittal of plans, maps, or other documents for plan review. The Plan Check Fees are based upon the Engineer's Estimate, which shall also be provided at the time the plans are submitted. The Improvement Plan Check fees are 7% of the cost of the improvements based upon the approved Engineer's Estimate. The Grading Plan Check Fee is 2.5% of the Engineer's Estimate, or may be based upon cubic yards of grading. The deposit(s) shall be credited toward the final fee(s) as determined at engineering permit issuance based upon the final, approved Engineer's Estimate. The deposit shall be paid to the Engineering Division.

69. Inspection Fees. The applicant shall pay the Improvement and/or Grading Inspection Fee(s) to the Engineering Division at the time of the Grading or Single Parcel Development Permit is issued. The current Improvement Inspection Fee is 6.75% of the cost of grading, and the Grading Inspection Fee is 3% of the cost of Grading. The Grading Inspection Fee may also be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges.

70. GIS Update. The applicant shall pay $110 plus $0.65 per square foot of newly constructed building to the Engineering Division at the time of Single Parcel Development Permit issuance.

71. NPDES Plan Review Fees. The applicant shall pay an NPDES Plan Review (SWPPP and/or C.3 Storm Water Control Plan) fee to the Engineering Division in the amounts in effect when the applicant obtains a grading permit. The applicant understands that the current NPDES plan review fee on file, effective September 1, 2010, shall be paid in accordance to the fee schedule approved by Resolution No. 10-11510, a copy of which is available at the City.

72. NPDES Inspection Fees. The applicant shall pay an NPDES Inspection Deposit (SWPPP and/or C.3 Storm Water Control Plan) fee to the Engineering Division in the amounts in effect when the applicant obtains a grading permit. The applicant understands that the current NPDES plan review fee on file, effective September 1, 2010, shall be paid in accordance to the fee schedule approved by Resolution No. 10-11510, a copy of which is available at the City.

Engineering Fees due payable prior to Issuance of the building permit for any building plan permitted by this use permit.

73. Facility Reserve Charge. The applicant shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Division, for water and sewer service in the amounts in effect when the applicant obtains a building permit. The applicant understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Division prior to the issuance of a building permit.

74. Local Traffic Mitigation Fees. The applicant shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect when the applicant obtains a building permit. The applicant understands that the LTMF currently on file is $1.51/sf. The applicant further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City. Fees shall be paid prior to issuance of a building

permit.

75. Regional Traffic Mitigation Fees. The applicant shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102) (the "RTDIM") amount in effect when the applicant obtains a building permit. The applicant understands that the RTDIM currently on file is $1.47/sf. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a building permit. If no building permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.102.040.

76. Standard Engineering Submittals. The applicant shall submit five (5) copies of the engineering plans, prepared by a registered civil engineer, to include but not be limited to the following:

    a) A Site Plan
    b) A Grading and Drainage Plan
    c) A Utilities Plan
    d) A Landscaping and Irrigation Plan
    e) A Stormwater Control Plan and Report
    f) An Erosion and Sedimentation Control Plan

77. Geotechnical Report. The applicant shall submit a current geotechnical report that substantiates the design features incorporated into this project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be submitted to the Engineering Department for review prior to the approval of any civil plans and issuance of any Engineering permits.

78. Engineers Estimate. The applicant shall submit an Engineer's Estimate with the first plans submittal. This estimate shall include all costs associated with the site development improvements, excluding those costs associated with the construction of the building structure itself.

79. Accessibility. All public and pedestrian facilities shall be designed in accordance with Title 24, Handicap Access, and the California Department of State Architect's standards for accessibility compliance.

80. Phased Improvements. To ensure safety of customers and operations personnel, the proposed access road to the SEG Trucking facility shall not be constructed until the Organic Processing Operations Area is relocated. Developer to provide an interim access road until such time the relocation occurs.

General NPDES Conditions:

81. SWPPP/Erosion Control Plan. The applicant shall submit an Erosion and Sedimentation Control Plan, or Stormwater Pollution Prevention Plan (if the project warrants a State General Construction Permit) to the Engineering Department. The erosion control / SWPPP shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site during the construction phase of the project to effectively prohibit the entry of pollutants into storm water runoff and project track out.

82. Stormwater Control Plan. Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan to meet C.3 obligations. The plans shall include drawings and specifications necessary to implement the permanent BMPs designed in the approved Stormwater Control Plan. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering Division.

83. Construction Methods. Grading and/or building permit plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design featured, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.

84. Stormwater BMP Operation and Maintenance Plan. Prior to final inspection approvals by the Engineering Department, the applicant shall submit a Stormwater BMP Operation and Maintenance Plan for review and approval by the Engineering, Planning, and Public Works Departments. Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans can be found on the Contra Costa Clean Water Program's website: www.cccleanwater.org.

85. Stormwater BMP Operation and Maintenance Plan (Final). Prior to the issuance of the Certificate of Occupancy, the applicant shall submit the final draft of the Stormwater BMP Operation and Maintenance Plan for review and approval by the Engineering Department. The applicant shall also execute the Operations and Maintenance Agreement, which pertain to the transfer of ownership and / or long-term maintenance of stormwater treatment BMPs or hydrograph modification BMPs. The Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are found on the Contra Costa County Clean Water Program website (www.cccleanwater.org) or the Stormwater C.3 Guidebook, most current edition.

General Engineering Conditions Regarding Utilities:

86. Existing Facility Evaluation. The applicant shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities shall be borne by the applicant.

87. Compliance with PMC. The design and construction of storm drain, water, and sewer facilities shall be in accordance with Section 17.28.020 of the Pittsburg Municipal Code.

88. Water Demands for Fire. The applicant shall provide appropriate water service, adequately sized to meet the domestic and fire protection demands for the project.

89. Sanitary Sewer Sizing. The applicant shall provide appropriate sanitary sewer, adequately sized to accommodate the project's wastewater demand.

90. Abandon Waterlines. The applicant shall abandon the existing 6" and 10" water lines that cross Kirker Creek by capping the services at the property line.

91. Police CFD. Prior to issuance of any building permits, the applicant shall deliver written approval to the Engineering Division to annex the subject property into the Community Facilities District CFD 2005-1, which provides funding for an increase of police coverage in the area. The rate of the CFD fee is subject to the City Council Ordinance No 05-1246.

92. Fire CFD. Prior to the issuance of any building permits, the applicant shall deliver written approval to the Engineering Division to annex the subject property into Community Facilities District CFD 2017-1, which provides funding for expanded fire facilities and fire emergency services. The rate of the CFD is subject to City Council Ordinance No 17-1428.

93. Kirker Creek Watershed Drainage Fees. The applicant shall pay a fee of $0.68 per square feet for increases in the area of impervious surfaces created for the project per Municipal Code Chapter 15.104.

<u>Mitigation Measures (Air Quality)</u>

94. MM-AIR-3.1.1 (a): The proposed project shall implement BAAQMD-recommended best management practices for the control of fugitive dust including, but not limited to, the following:

    a) All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved areas of vehicle travel) shall be watered two times per day.

b) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
c) All vehicle speeds on on-site unpaved areas shall be limited to a maximum of 15 miles per hour.
d) All parking areas, equipment pads, and driveways shall be paved as soon as possible. Equipment pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
e) Where applicable, vegetative ground cover (fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible.
f) A publicly visible sign shall be posted at the site entrance identifying the telephone number and name of the person to contact at the construction site regarding dust complaints. The phone number of the City contact person and/or department shall also be posted to ensure compliance. All complaints, including any necessary corrective actions implemented to address the complaint, shall be documented and responded to within 48 hours. The designated City compliance monitoring staff and/or department shall be notified of all complaints received.

95. MM-AIR-3.1.1 (b): The following measures shall be implemented to reduce construction-generated mobile-source emissions:

a) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by Title 13, Section 2485 of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points.
b) All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
c) Heavy-duty (i.e., 25 horsepower or greater) off-road construction equipment shall, at a minimum, meet Tier 3 emission standards.

96. MM-AIR-3.1.2 (a): The project applicant shall demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.

97. MM-AIR-3.1.2 (b): The operator shall provide a report on the throughput tonnage processed at the facility that would result in operational emissions of NO_X at 90 percent of the allowable threshold of 54 pounds per day and 10 tons per year (i.e., 48.6 pounds of NO_X per day or 9 tons of NO_X per year). The report shall be included as a condition of approval of the use permit and shall be completed by a qualified air quality professional within one year of approval of the use permit for the expansion. Project-generated tonnages and estimated emissions based on the report shall be evaluated commencing at the five-year state permit review and each year thereafter as

tonnage reports are submitted to the City Department of Environmental Affairs and Development Services Department. Once the throughput tonnages reach the amount determined in the report to result in 48.6 pounds of NO_X daily or 9 or more tons of NO_X annually, the operator shall prepare and submit project-generated emissions reports, as described in mitigation measure MM 3.1.2c.

98. MM-AIR-3.1.2 (c): Once the project receives a tonnage throughput resulting in 90 percent of assumed NO_X emissions (48.6 pounds of NO_X per day or 9 tons of NO_X per year) as indicated by annual tonnage reports submitted to the City's Department of Environmental Affairs and Development Services Department, the operator shall obtain the services of a qualified specialist, approved by the City Development Services Department in conjunction with the Department of Environmental Affairs, to prepare and submit an annual air quality report showing project-generated NO_X emissions. The annual emissions evaluation shall identify project-generated increases in emissions over those existing at the time of the approval of the use permit, any emission reduction strategies that have been implemented (i.e., use of cleaner equipment, etc.), and any emissions offsets or additional mitigation measures, as described in mitigation measure MM 3.1.2d, that will be implemented sufficient to achieve the threshold of 54 pounds of NO_X per day or 10 tons of NO_X per year. Emissions analyses shall be submitted to the City by April 1 of the following year. Upon the City's approval of the annual air quality report, documentation of any emissions offsets or additional mitigation strategies that have been implemented shall be provided to the City within 30 calendar days.

99. MM-AIR-3.1.2 (d): Based on the information provided in the annual report described in mitigation measure MM 3.1.2c, the proposed project shall implement on-site control measures and/or purchase emissions offsets sufficient to limit net increases (as defined) in operational NO_X emissions to no more than 54 pounds per day or 10 tons of NO_X per year. Measures shall be implemented on an ongoing basis corresponding to increases in operational activities. Measures to be implemented to reduce operational NO_X emissions may include, but are not limited to, the following:

    a) Use of alternatively fueled vehicles and off-road equipment.
    b) Electrification of on-site equipment.
    c) Reduction in the number of pieces of motorized equipment and/or hours of use.
    d) Replacement/conversion of existing off-road equipment sufficient to meet, at a minimum, CARB's Tier 4i emission standards, or equivalent.
    e) Secure emission reduction credits (ERCs) to offset NOX emissions per BAAQMD Regulations 2-2-215, 302, and 303.

Mitigation Measures (Hazards)

100. MM-HAZARDS AND HAZARDOUS MATERIALS-3.3.2 (a): The project applicant shall either update the existing facility's Construction Worker Site Health and Safety Plan or prepare a new plan to include the entire current project site and proposed site preparation and construction activities. The completed plan shall be implemented during all project construction activities. The plan shall address the potential for workers to be exposed to contaminated soils and shall provide specific measures to be implemented to ensure worker health and safety. These measures may include site controls, use of protective clothing, soil watering, hazard awareness training for workers, and/or emergency medical response procedures.

101. MM-HAZARDS AND HAZARDOUS MATERIALS-3.3.2 (b): The project applicant shall comply with all relevant requirements of the *Covenant to Restrict Use of Property, Environmental Restriction (Re: A limited portion of County of Contra Costa APN 073-200-021 UPI Pittsburg Facility Site L-A Property, DTSC site code number 520024), DOC-2010-0132574-00 recorded by the Contra Costa County Clerk-Recorder's office on July 1, 2010.*

Mitigation Measures (Traffic)

102. MM-TRAFFIC-3.7.1 (b): The proposed project shall contribute their fair share to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

    a) Install a second westbound left-turn lane on Pittsburg-Antioch Highway.
    b) Upgrade existing traffic signal equipment to accommodate the changed intersection lane configurations.

103. MM-TRAFFIC-3.7.2: The project applicant shall pay the project's fair share of the cost to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

    a) Install an additional left-turn lane on the westbound Pittsburg-Antioch Highway approach.
    b) Install a dedicated left-turn lane on the northbound Loveridge Road approach.
    c) Convert the existing shared left-turn/through lane on the northbound Loveridge Road approach to be a through-only lane.
    d) Modify signal phasing in the north/south direction from split phase to having protected left-turns.
    e) Upgrade existing traffic signal equipment to accommodate the recommended intersection lane configurations.

Mitigation Measures (Biological Resources)

104. MM-BIOLOGICAL RESOURCES-3.8.1 (a): **Burrowing Owl.** Prior to any ground disturbance, a qualified biologist shall conduct a preconstruction survey for burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report), published March 7, 2012. Surveys shall take place no more than 30 days prior to construction and will establish the presence or absence of burrowing owl and/or habitat features and evaluate habitat use by owls. During the surveys, all burrows and burrowing owls will be identified and mapped.

    If burrowing owls are found during the breeding season (February 1–August 31), the project applicant shall avoid all nest sites for the remainder of the breeding season or while the nest site is occupied by adults or young. Avoidance measures will include establishment of a 250-foot no disturbance buffer zone surrounding the nest burrow. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the non-breeding season (September 1–January 31), the project applicant shall avoid the owls and the burrows they are using through establishment of a 160-foot protective buffer zone surrounding the active burrow.

    If avoidance is not possible, passive relocation of occupied burrows shall be implemented outside the breeding season. Owls should be excluded from burrows by installing one-way doors in burrow entrances. These doors should be in place for no less than 48 hours prior to excavation, and the project area shall be monitored daily by a qualified biologist for one week to confirm that the owl has abandoned the burrow.

105. MM-BIOLOGICAL RESOURCES-3.8.1(b): **Swainson's Hawk**. Prior to any ground disturbance that occurs during the nesting season (March 15–September 15), a qualified biologist will conduct a preconstruction survey no more than one month prior to construction to determine if occupied Swainson's hawk nests are present within 1,000 feet of the project site.

    If occupied nests are documented, project-related activities within 1,000 feet of an occupied nest site shall be prohibited to prevent nest abandonment. Project-related activities can proceed normally if a qualified biologist determines that young have fledged prior to September 15. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size.

Furthermore, if the active nest site is shielded from view and noise from the project site by other development, topography, or other features (including off-site features), the project applicant can apply to the HCP/NCCP Implementing Entity for a waiver of this avoidance measure. Waivers must also be approved by the USFWS and the CDFW. While the nest is occupied, project-related activities outside the 1,000-foot buffer can take place.

106. MM-BIOLOGICAL RESOURCES-3.8.1(c): **Golden Eagle.** Prior to any ground disturbance that occurs during the nesting season (January 1–August 31), a qualified biologist shall conduct a preconstruction survey not more than one month prior to construction to determine whether active golden eagle nests are present within 0.5 mile of the project site. If active nests are present within 0.5 mile of the project site, project-related activities within 0.5 mile of the nest are prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Project-related disturbance may proceed once a qualified biological monitor determines that the nest has failed or that the young birds have fledged.

107. MM-BIOLOGICAL RESOURCES-3.8.1(e): **Nesting Bird Surveys**. If clearing and/or construction activities will occur during the migratory bird nesting season (February 15–August 15), preconstruction surveys to identify active migratory bird nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, including a 200-foot buffer.

    If active nest sites are identified within 200 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to migratory bird nesting activities. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 100 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 100 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.

Standard Conditions and Indemnification

108. Indemnification. The applicant agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other

proceedings instituted by any person challenging the validity of the project approval, subsequent project approval, or other action arising out of, or in connection with, or the project approvals. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at Applicant's sole cost and expense. The applicant may select its own legal counsel to represent applicant's interests at the applicant's sole cost and expense. The applicant shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

109. This approval will expire on August 24, 2024, unless the Solid Waste Facility Permit update is completed and issued by the City of Pittsburg LEA for the project contemplated herein, a development agreement is adopted which sets forth a timeline for development, or a written request for extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Planning Commission.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Foster, seconded by Commissioner Popova, the foregoing resolution was passed and adopted the 24th day of August, 2021, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Foster, C. Moreno, H. Moreno Jr., Perkins, Popova

NAYES:

ABSTAIN:

ABSENT: Coniglio, Robinson

I hereby certify that the above Resolution No. 10173 was adopted by the Planning Commission of the City of Pittsburg on August 24, 2021.

JORDAN DAVIS, SECRETARY
PITTSBURG PLANNING COMMISSION

Attachment 4

CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT
August 24, 2021

ITEM: Consideration of a Resolution Recommending City Council Approval of a Use Permit Amendment, Design Review, CEQA Addendum, and a Development Agreement for Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)

ORIGINATED BY: Contra Costa Waste Services, Inc., 555 California Avenue, Pittsburg, CA 94565

SUBJECT: This is a public hearing on a request for a recommendation for City Council approval of: 1) an amendment to the existing use permit (originally approved in 2018) for operational enhancements at the existing Recycle Center Transfer Station/Mt. Diablo Resource Recovery Park; 2) design review approval of plans to construct sixteen new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; and 3) approval of a Development Agreement. The Commission is also being asked to consider the 2nd Addendum to the Final Environmental Impact Report (FEIR) prepared for the project. The Project is located at 1300 Loveridge Road in the IG (General Industrial) and IL-O (Limited Industrial with a Limited Overlay) districts. Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028, and 073-200-029.

RECOMMENDATION:

Staff recommends that the Planning Commission consider the 2nd Addendum to the Final Environmental Impact Report (FEIR) and adopt Resolution No. 10173 recommending City Council approval of Planning Application No. 21-1553, subject to conditions.

BACKGROUND:

As a local, family-owned company, Mt Diablo Resource Recovery, *a Garaventa Company*, (MDRR) is one of the few remaining family-owned recycling and resource recovery companies in Northern California and takes great pride in providing an excellent customer experience. MDRR is seeking to continue its goal of providing excellence in customer service while maintaining competitive rates and operating recycling and recovery programs designed to increase sustainability and reduce greenhouse gasses. In order to achieve this goal, MDRR must address the forever-changing standards of the State of California, and is proposing to further enhance their facility in Pittsburg to comply with recent and forthcoming regulations as well as the recycling needs of their community.

The stated goal of MDRR with this application, is to prepare the communities it serves for the future, particularly around the adopted regulations set forth by Senate Bill (SB) 1383. Consistent with their business mission, MDRR is investing in programs and technology that maximize diversion but maintain customer convenience and service. As

part of the prior approvals in 2015 & 2018, and with this new Master Plan, RCTS & Mt. Diablo Recycling would be transformed into the “Mt. Diablo Resource Recovery Park” (MDRRP), a facility that would recover as much recyclable material as possible, diverting it away from the landfill.

The facilities current diversion rate for all incoming materials has increased to over 40%, assisting the Contra Costa County and Solano County jurisdictions in meeting and exceeding their Assembly Bill (AB) 939, AB 341, and AB 1826 goals.

PRIOR CITY OF PITTSBURG APPROVALS:

In 1995, the City of Pittsburg certified an Environmental Impact Report (EIR) and issued an initial use permit for the original facility, which consisted of only the RCTS. Following these approvals, the RCTS received a Solid Waste Facility Permit from the City’s Environmental Services (formerly Solid Waste Management) Division to operate a 1,500 tons/day (TPD) recycling center and transfer station. In December 1995, the California Integrated Waste Management Board (now known as CalRecycle) issued a formal concurrence with the Solid Waste Facility Permit. The permit is reviewed every five years and has been modified accordingly to address additional recycling programs.

In March 2007, the City adopted a Negative Declaration and approved a new use permit to physically expand the facility and add the Mt. Diablo Recycling Facility (MDRF) to the Solid Waste Facility permit, which had its own maximum capacity of 130 TPD of recyclable material processing.

In April 2008, the City approved another use permit to establish a construction and demolition sort line which was designed and installed at the Recycling Center and Transfer Station (RCTS), which diverts more than 90% of all construction and demolition material from the landfill. Also included in this approval was a green material processing operations area.

In January 2010, the City adopted another Negative Declaration and approved operational changes to the MDRF’s use permit to expand its capacity, hours of operation and number of employees working at the site.

In May 2015, the City certified a new EIR for the site and approved a new use permit in order to bring all operations, including the MDRF, RCTS, Green Material Processing Operations Area, and the Mixed C&D Processing Area under a single entity (referred to as the MDRRP), facilitate minor operational changes and expand the facility’s total capacity to 5,500 TPD. The changes and expansion approved under this 2015 EIR and use permit are part of the current Master Plan and will be phased in over time. The applicant is now requesting a new use permit to amend the 2015 proposal in order to allow several enhancements to the processing of the waste stream.

In 2018, the City approval included the relocation of the truck maintenance facility to the southern end of the property (a smaller building for the same intended use is nearing completion), an increase in the number of gasification units from one to three, and a reorganization of the operations to allow a more efficient utilization of the property.

All components included in the 2015 and 2018 approvals would carry forward, as modified by the current proposal described below.

PROJECT DESCRIPTION:

Existing Conditions: The MDRRP encompasses approximately 36 acres (plus an adjacent 3.72-acre detention basin) located on the western side of Loveridge Road just north of the Pittsburg-Antioch Highway, and just south of the BNSF Railway. The facility currently has a total of approximately 143 full-time employees and is permitted to receive 31 three-axle semi-trucks with trailers and 26 garbage collection trucks per day.

The MDRF and RCTS consist of two large interconnected industrial buildings adjacent to Loveridge Road that currently have a total floor area of 190,804 sq. ft. A summary of the existing MDRRP facilities and their individual current operations is provided below.

- MDRF: The MDRF is a recycling facility that sorts and processes a variety of mixed recyclable materials including newspaper, cardboard, junk mail, and magazines, as well as California Redemption Value (CRV) and non-CRV glass, plastic, and aluminum. Material is dumped onto the tipping floor of the enclosed facility and then pushed onto a conveyor hopper, where it follows along a series of sorting belts and screens. This processing equipment separates the material, after which it is stored in enclosed containers and baled daily for storage and transport. This facility operates approximately 20 hours per day, seven days per week.

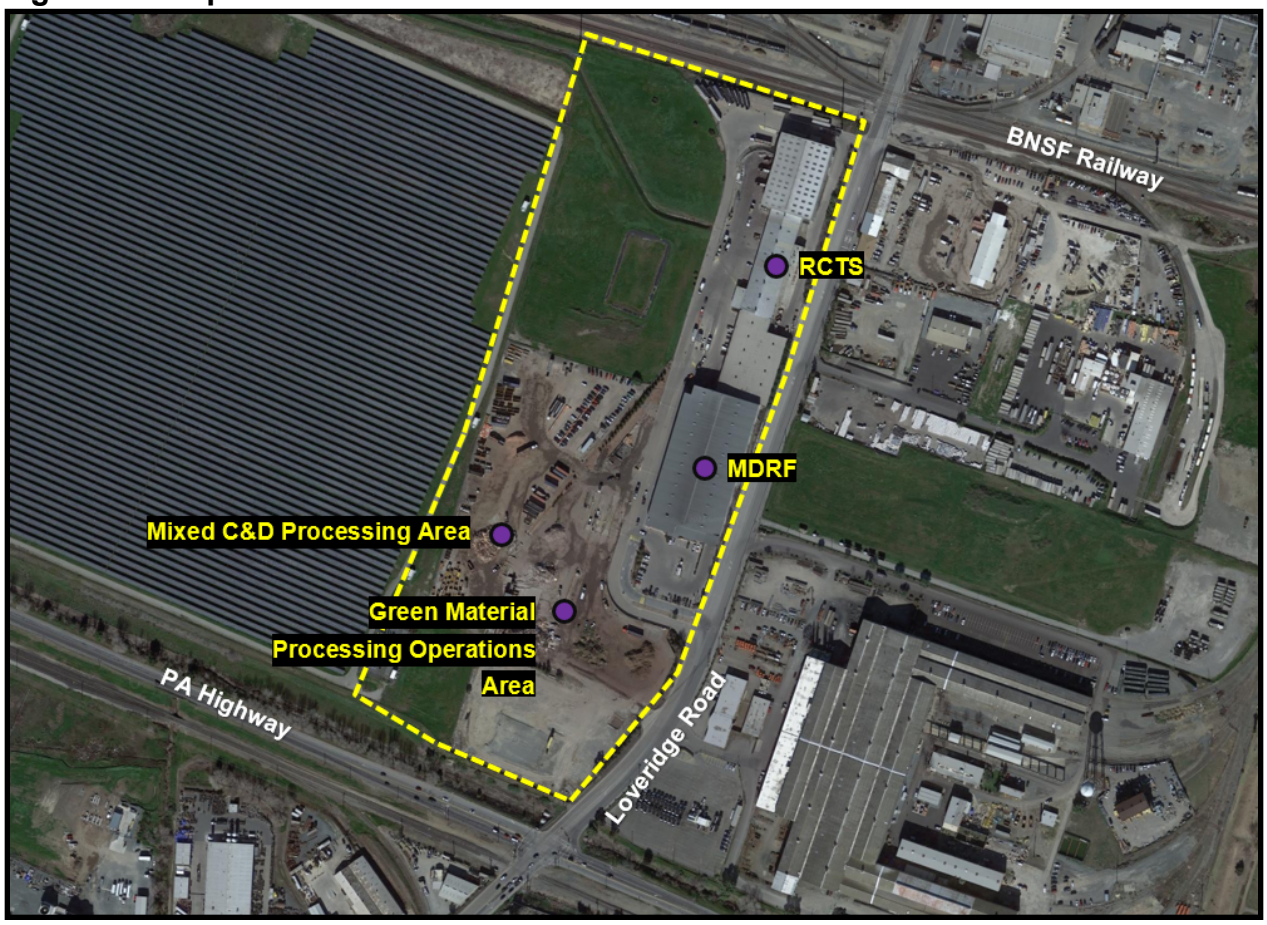
- RCTS: The RCTS sorts and transfers municipal solid waste, including bulk materials from the public, green waste, wood waste, and mixed construction and demolition debris. The RCTS is the only facility onsite that accepts waste directly from the public. Waste materials are weighed at a drive-up scale and are then sorted on the tipping area floor and transferred to the appropriate on-site facility for further sorting, processing, and transport offsite for recycling or reuse. Materials that cannot be recycled are stored and then transported to a permitted landfill. This facility receives waste from the general public from 7:00 a.m. to 6:00 p.m., seven days per week.

- Mixed Construction and Demolition (Mixed C&D) Processing Area: This facility consists of a 9,831-square-foot concrete pad that serves as a base for the Mixed C&D processing equipment and provides a stable platform for the loading of materials onto the sorting equipment. The equipment includes a loading hopper, elevated pick-line and walkways, storage bins beneath the pick-line, and shade canopies over the pick-line and workstations. Processing material is delivered to the facility in debris box trucks and commercial vehicles. After sorting, residual, non-recyclable wastes are stockpiled and then loaded into transfer vehicles for transport to a permitted landfill for disposal within 48 hours. Recyclable materials are stored, processed, and marketed as recycled products. Fine materials separated during sorting are used as alternative daily cover (ADC) at a landfill. This facility currently operates from 7:00 a.m. to 5:00 p.m., seven days per week.

- Green Material Processing Operations Area: Green materials and wood waste are delivered to this facility from collection vehicles and are stockpiled on storage pads prior to chipping and grinding. The storage pads are constructed with compacted gravel. Processed green materials are loaded onto transfer trailers and transported to a permitted facility for composting or may be used as alternative daily cover at a landfill. Wood chips are loaded onto transfer trailers and transported to off-site biomass energy facilities. This facility operates from 7:00 a.m. to 5:00 p.m., seven days per week.

Figure 1 provides an aerial view of the MDRRP facilities.

Figure 1 – Map of Current MDRRP Facilities



The proposed project consists of modifications and enhancements to the MDRRP facility operations that were approved in 2015 and most recently updated in 2018. This section includes a brief description of the previous approvals and the modifications that are currently proposed by the applicant.

2015 Approved Project: The 2015 approval brought all operations, including the MDRF, RCTS, Green Material Processing Operations Area, and the Mixed C&D Processing Area under a single entity referred to as the MDRRP. The approval increased the total amount of materials to be processed per day at all facilities from 2,200 TPD to 5,500

TPD. It also designated 18.5 acres for parking; commodity storage; new recycling and organic processing programs; and a truck yard and maintenance facility which included a new 18,000 square-foot structure in the southeastern portion of the site.

2018 Updated Project: The 2018 updated approval included relocation of the truck yard and maintenance facility to the southern end of the property; an increase in the number of gasification units from one to three; and a reorganization of the MDRRP's operations to allow for a more efficient utilization of the property. Gassification is a process of converting waste to energy. The 2018 application included a specific technology from Aires Clean Energy which is no longer under consideration. The future concept proposes that the Biomass Gassification Facility would receive, hold, and convert feedstock-ready biomass fuel (initially consisting of wood waste) from the MDRRP into reusable energy. For a more detailed description of the 2018 project, see Attachment 8 (Planning Commission Staff Report, dated October 23, 2018).

Current Proposal: All components included in the 2018 approval would carry forward, as modified by the current proposal described below. The current application contains several modifications to the use permit that was approved in 2018 in order to comply with forthcoming State and regional mandates related to the processing of waste materials. The primary change is that individual operations (such as the processing of organic waste) would be brought indoors. To accomplish this and other objectives, the applicant proposes construction of 11 new buildings totaling 505,600 square feet over a Twenty-year period. Additional site modifications are also proposed in order to further organize and optimize MDRRP operations.

The applicant has submitted a complete set of drawings which show the following:

- Master Plan by Phase, Sheets A1-A8A (Attachment 3)
- Master Site Plan, Sheet MP (Attachment 3)
- Architectural Drawings, Sheets A.2.1-A.4 (Available for view online at: http://www.pittsburgca.gov/MDRR)
- Renderings, Sheets R1-R1.2 (Available for view online at: http://www.pittsburgca.gov/MDRR)
- Civil Drawings, Sheets C1-C5 (Available for view online at: http://www.pittsburgca.gov/MDRR)
- Landscape Concept, Sheets 1-5 (Available for view online at: http://www.pittsburgca.gov/MDRR)

The staff report will discuss the following items in hierarchical order:

- Master Plan
- Architecture
- Landscaping

Master Plan:

The proposed Master Plan would guide the anticipated buildout of the project site over a Twenty-year period. It would establish the framework for organizing the various functions of the site, making sure that the overall flow of traffic and materials proceeds

in a logical manner and provides an efficient use of the 36-acre project site. The plan shows that the layout of the project site would remain essentially the same in terms of the individual operations, and that new buildings would be integrated into the site as each phase is constructed. Having the overall template establishes the relationships between the buildings and the circulation system throughout the site. These relationships are defined by the individual processing units and the order in which materials are delivered and transferred from the project site once sorting and processing is complete. The Master Plan would organize the site so that when fully built out it would form a corporate campus that provides the necessary facilities to carry out the processing of the permitted 5,500 tons per day in compliance with state and federal mandates.

The primary change is that individual operations (such as the processing of organic waste) would be carried out inside a structure rather than in the open air, as is the current practice. The Master Plan shows the construction of five primary structures with ancillary facilities for a total of 505,600 square feet of built area as summarized in Table 1 below and defines additional site modifications necessary to organize the facility's operations. Simply put, the existing site contains four structures and when the Master Plan is completed it would contain seven structures plus the future gasification units. The Project Phasing Description (Attachment 5) outlines a conceptual order of improvements (grading, construction of roadways, utilities, and structures) for each phase necessary for the completion of the Master Plan.

The circulation plan for this site is complex due to the variety of users and functions that will ultimately utilize the site at full buildout. The traffic plan must provide for public users, commercial solid waste, public organics, public construction and demolition, commercial construction and demolition, transfer trailers for solid waste, for organics and construction and demolition, and commercial recyclables.

The main entrance to the project site would continue at the current location from Loveridge Road into the center of the site, directly south of the corporate offices. From there, traffic would separate according to function as noted for each of the processing units. To ease congestion at the main entrance, transfer trucks would be directed north to the existing RTCS, drop their contents, and proceed along the north border of the site back onto Loveridge Road with a right-hand turn. Public users would enter the site as they currently do, drop material off at the proper location, then proceed back out through the main entrance. As the new buildings are constructed, the circulation would extend to these structures (for example, to the Organics Processing Building or the Construction and Demolition Building). Also, a roadway would be constructed north of the gasification operation around the western perimeter of the site and ultimately along the northern border of the site.

The Master Plan organizes the site according to the specific operations that process waste material, such as the recycling center, the processing of organic material, or of construction and demolition waste. The circulation through the site enters through the existing main entrance and then travels along a central spine that directs traffic to each specific operation and then to exit the site. For example, a transfer truck would enter the site through the main entrance, proceed to the appropriate building, then proceed

north to exit the site at the north-eastern edge of the site. This separates commercial collection truck traffic from self-haul patrons dropping off household waste or from contractors dropping off construction waste.

Initially, MDRR must start to relocate some of their outside operations indoors. The critical operation affected by regulations is the organics processing, then to eventually be followed by the Mixed C&D processing. These two operations alone would need dedicated buildings sized for the projected incoming materials that are a portion of the projected facility capacity. Additional expansions of the existing bale storage, commercial tipping operation, and the site area needed for a future food waste and the potential for anaerobic digestion and gasification process comprise the full projected development of the facility capacity of 5,500 TPD. All these components were considered and placed in buildings and on the site according to the most efficient traffic patterns to separate the public self-haul traffic from the commercial traffic.

Table 1. Proposed Building Area

Phase	Proposed Improvements	Sq Ft	Total Sq Ft
Phases 1 & 1a	Vehicle Maintenance Facility	11,750	**11,750**
	Northwest Truck Parking		
Phase 2	North Building (Organics Processing)	81,220	**95,500**
	North Building Offices	6,400	
	North Building Tunnel	1,280	
	Air Filtration Equipment	6,500	
	Kiosk	100	
Phase 3	South Building (C&D Processing)	73,520	**89,100**
	South Building Employee Facilities	6,400	
	South Building Equipment Pad Area	7,750	
	South Building Tunnel	1,280	
	Scalehouse(s)	150	
Phase 4 & 4a	South Building (C&D) Expansion	46,800	**46,800**
	Southeast Employee Parking		
Phase 5	Gasification Operation	97,500	**97,500**
Phase 6	Expansion Tipping & Receiving	23,200	**23,200**

Phase 6a	Mixed Waste Expansion For Processing	19,850	**19,850**
Phase 7	Existing Bale Storage *(removed)*	-34,214	**-69,700**
	Existing Self HAU *(removed)*	-35,480	
Phase 7	Self Haul / Bale Storage Expansion	83,900	**83,900**
Phase 8	AD Expansion	40,000	**40,000**
Phase 8a	AD Dewatering	11,000	**11,000**
	Total Square Footage All New Buildings		***448,900***
Existing Buildings (To Remain)			**Total Sq Ft**
Material Recovery Facility			**88,380**
Tipping Building			**33,300**
	Total Existing		***121,680***
Future Improvements			**Total Sq Ft**
Total Future			**448,900**
Total Building Area			**570,580**

Design Review - Architecture

Design review approval is being sought for proposed improvements onsite that would result in an increase of 505,600 square feet of building area (summarized in Table 1) beyond what was previously approved.

Design Intent: The architectural plans shown on Sheets A3.3-A4 show the overall design concept for the buildings. JRMA, the architectural firm that designed the buildings for this application describe their approach as follows: with a larger campus operation designed expand the processing of materials from 1,500 TPD to 5,500 TPD, it is critical that the design of the proposed facility have a vision based on material processing knowledge, a sense of place, with continuity and character, and sustainability in mind, but at the same time does not lose the integrity and history of MDRR.

Building types: The MDRR facility is a recycling and processing operation that receives multiple types of recyclable products and solid municipal waste. Current operations are both exterior and enclosed depending on the material to be processed. The proposed buildings will relocate all exterior operations into enclosed buildings to be processed indoors, which will comply with local regulations and good neighbor relationships.

The three existing buildings on site are comprised of a material recovery facility (MRF), bale storage, self-haul, and commercial tipping building. They are described in detail, since they define the existing character of the site, and provide the context for the future

design character of the site. The buildings will remain as they are until further phases of the campus/masterplan are constructed.

- The existing MRF, constructed in 2008, consists of a metal building system (MBS) with steel architectural accent trusses along the south and east sides of the building (easily seen from Loveridge Road). The south façade also has entry accents made of stucco and metal panels, along with a low masonry wainscot and shade canopies over the windows.

- The existing bale storage operation occurs under a building constructed in 1995 that consists of wood structure with corrugated metal facades and built-up membrane roof.

- The existing self-haul operation occurs under a building constructed in the 1950s that consists of corrugated metal facades and roofing.

- The existing commercial tipping operation consists of a MBS with steel architectural accent trusses along the south and east sides of the building (easily seen from Loveridge Road). The north and west facades are metal panels. The roof is a standing seam metal roof.

Building Massing: The property abuts a solar panel farm on the west side. To maintain the 140-feet good neighbor set back of not casting shadows onto the photovoltaic panels, the buildings along the west side of the property start at an eave height of 30-feet. For the interior operations MDRR wanted as much height clearance as possible on the east side of the buildings. These requirements inspired a design approach that has the one building roof slope up from west to east allowing an east façade eave height of approximately 50-feet. With a higher eave height on the east side, the office component of each western building is designed with a lower roof to both break up the massing and to save costs for the office structure.

Other proposed phases of the project have massing to complement the existing buildings on site, the MRF and the Commercial Tipping Building. The Bale Storage and Self-Haul expansion improvement have a split roof slope to portray the existing roof slopes and to minimize the eastern façade along Loveridge Road.

Building Dimensions: Table 2 summarizes the proposed new building dimensions upon completion of the Master Plan. The building heights (ranging from 45-51 feet with the exception of the Vehicle Maintenance Building at 34 feet high) are designed to define a continuous roofline across the site which will unify the structures in creating the campus character of the site.

Table 2. Proposed Building Dimensions

Phase	Proposed Improvements	Dimensions - Feet			Total Sq Ft
		Length	Width	Height	

Phase 1	Vehicle Maintenance Facility	210	56	34	**11,750**
Phase 2 & 4	North Building (Organics Processing)	515	240	51.3	**121,600**
Phase 3	South Building (C&D Processing)	350	240	51.3	**95,500**
Phase 5	Gasification Operation	n/a	n/a	n/a	**97,500**
Phase 6	Expansion Tipping & Receiving	200	118	51	**23,200**
Phase 6a	Mixed Waste Expansion For Processing	200	98	51	**19,850**
Phase 7	Existing Bale Storage *(removed)*		-34,214		**-69,700**
	Existing Self HAU *(removed)*		-35,480		
Phase 7	Self Haul / Bale Storage Expansion	200	118	51	**83,900**
Phase 8	AD Expansion I-shaped	212 84	143 **100**	45	**51,000**
	Total Square Footage All New Buildings				***448,900***
	Existing Buildings (To Remain)				**Total Sq Ft**
	Material Recovery Facility				**88,380**
	Tipping Building				**33,300**
	Total Existing				***121,680***
	Future Improvements				**Total Sq Ft**
	Total Future				**448,900**
	Total Building Area				**570,580**

Color and Materials: Apart from maintaining the east side view from Loveridge Road with the existing MRF and commercial tipping buildings, the proposed processing buildings will have an architectural design that enhances the property and provide a sense of place with consistent materials, color scheme, and a master planned presence. For each of the new buildings, the exterior walls have a mixture of vertical and horizontal metal ribbed panels consistent with a MBS structure. The colors of the panels are a medium gray and royal blue, with the blue depicting blue found in the MDRR logo, which will be prominently displayed on the building façade of the south building. The gray panels will be a majority of the exterior wall finish which will also have translucent panel window systems strategically located to bring in natural lighting

from the sides of the building. The translucent panels would be a clear polycarbonate that transmits light but is obscure enough to not be see-through. The consistency of the materials and colors was meant to celebrate the new and have a common theme and function throughout.

The three figures below show the building type and the way that each building is designed with a consistent use of massing, colors and materials so that the buildings relate to each other in scale and character to create a corporate campus. This theme is carried throughout each of the new buildings, with the exception of the New Bale and Self- Storage Building, which will be designed to integrate with the two abutting structures now located on the eastern edge of the project site.

Figure 1. Front elevations of proposed buildings

Figure 2. Rear elevations of proposed buildings

Figure 3. Rear elevation of Bioenergy Facility at southwest corner of project site

Design Review - Landscaping

Figures 4 and 5. Landscaping at Main Entrance to the Project Site

Figure 6. Landscaping

Development Agreement:

The objective of a Development Agreement (DA) is to provide assurance that, upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules, and regulations, subject to the conditions of approval. The DA (Attachment 3) defines the long-term responsibilities of the applicant as well as those of the City in implementing the project. This includes the responsibilities of the applicant to fund traffic improvements which are required as mitigation measures upon development of the project.

The application outlines development of the project in eight phases with complete buildout expected to be completed in twenty years. The Development Agreement vests the right to develop the project site in substantial conformance with the project approvals (as and when issued), and amendments thereto, as shall from time to time be approved subsequent to this agreement.

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The City of Pittsburg General Plan identifies the project site as *Industrial*, which permits manufacturing, wholesale, warehousing and distribution, commercial and business services, research and development, agricultural, food and drug, industrial processing and storage uses. The proposed project would be consistent with this land use designation and would be consistent with Loveridge General Plan sub-area Goal 2-G-15, which aims to maintain industrial activities in appropriate designated areas. Additionally, the proposed project is consistent with General Plan Goal 11-G-6,

and Policy 11-P-19, which seeks to reduce the amount of solid waste generated in the City through intensification of recycling efforts.

Zoning: The eastern half of the project site is in the IG (General Industrial) District and western portion is in IL-O (Limited Industrial with a Limited Overlay) District.

The IG district is intended to provide sites for intense industrial uses on large sites adjacent to existing heavy industrial uses.

The IL-O District provides opportunities for service-oriented commercial and limited industrial uses in transitional areas, between heavy industry and commercial or residential land uses. Large recycling facilities, such as the MDRRP, require a use permit within the IG and IL-O Districts. As shown in Attachment 7 of this report, the proposed project meets or exceeds the property development regulations for each zoning district. The proposed project would also comply with the zoning standards for large recycling facilities contained in Pittsburg Municipal Code (PMC) section 18.84.575(c).

Development Review Design Guidelines: In 2010, the Planning Commission adopted Resolution No. 9864 amending the City's Development Review Design Guidelines (DRDGs). The DRDGs provide a framework for the design review of residential, commercial, and industrial projects. As shown in Attachment 8 of this report, the proposed project either complies or conditionally complies with the City's DRDGs.

Required Findings (Use Permit): According to PMC section 18.28.060, a request for modification of an approved use permit shall be treated as a new application. PMC Section 18.16.040 specifies that the following findings must be made before approval of a use permit:

A. is in accord with the objective of the zoning ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;

B. is not detrimental to the health, safety, and general welfare of the City;

C. would not adversely affect the orderly development of property within the City;

D. would not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City;

E. is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan;

F. would not create a nuisance or enforcement problem within the neighborhood;

G. would not encourage marginal development within the neighborhood;

H. would not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints imposed by law; and

I. is consistent with the City's approved funding priorities.

Required Findings (Large Recycling Facilities): Before approving a conditional use permit for a large recycling facility, the Planning Commission must also find in accordance with PMC 18.84.575.C that the facility meets the following standards:

A. The facility is at least 150 feet from property zoned or planned for residential use;

B. The facility must be screened from public view by operating in an enclosed building or behind dense landscaping or fencing;

C. Yards and landscaping requirements must comply with those provided for the zoning district in which the facility is located;

D. All exterior storage of material would be in sturdy containers which are covered, secured and maintained in good condition. Oil storage must be in containers approved by the chief building official and Riverview fire protection district. No storage, excluding truck trailers and overseas containers, would be visible above the height of the fencing or other screening;

E. The site would be maintained free of litter and any other undesirable materials, and would be cleaned of loose debris on a daily basis;

F. Noise levels would not exceed 60 dBA as measured at the property line of residentially zoned property, or otherwise not exceed 70 dBA;

G. If the facility is located within 500 feet of property zoned, planned or occupied for residential use, it would not be in operation between 7:00 p.m. and 7:00 a.m.;

H. Any containers provided for after-hours donation of recyclable materials (newspaper, cardboard, aluminum cans, etc.) would be at least 150 feet from any property zoned, planned or occupied for residential use, and they shall be made of sturdy, rustproof construction. Containers would have sufficient capacity to accommodate materials collected for at least a 24-hour period, and be secure from unauthorized entry or removal of materials;

I. Donation areas would be kept free of litter and any other undesirable material, and the containers would be clearly marked to identify the type of material that may be deposited. The facility would display a notice stating that no material may be left outside the recycling containers;

J. The facility would be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs would meet the standards of the use. Directional signs, bearing no advertising message,

may be installed with the approval of the planning director to facilitate traffic circulation or if the facility is not visible from the public right-of-way;

K. Power-driven processing, including aluminum foil and can compacting, plastic shredding, or other light processing activities, may be used as necessary for efficient temporary storage and shipment of material.

Required Findings (Design Review): The Planning Commission may grant design review approval for a project only after the Commission makes a determination that the proposed project is consistent with PMC section 18.36.220 (B), summarized below:

A. the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

B. the structure would be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

C. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

D. the structure is in harmony with proposed developments on land in the general area; and,

E. the application conforms with the criteria set forth in any applicable City adopted design guidelines.

Environmental: An Environmental Impact Report was previously prepared for the 2015 MDRRP project (2015 EIR). On May 26, 2015, the Planning Commission adopted Resolution No. 10001, certifying that the Final 2015 EIR was prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. This resolution also approved CEQA findings, adopted a Statement of Overriding Considerations, and a Mitigation and Monitoring and Reporting Program (MMRP) for the MDRRP project.

Section 15162(a) of the State CEQA Guidelines states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that, either: 1) the project proposes substantial changes which would present a new significant impact; 2) there are substantial changes with respect to the circumstances under which the project is undertaken that would present a new significant impact; or 3) there is new information available that was not previously available relating to new or previously identified significant impacts.

Since the current project proposal further refines what was originally reviewed in the 2015 EIR, and since no new significant impacts were found, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to

an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for the current project.

Public Notice: On or prior to Friday, August 13, 2021, notice of the August 24, 2021 public hearing to consider this application was posted at City Hall, at the proposed project site, and on the 'Public Notices' section of the City's website; was delivered to the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies expected to provide services to the use, and to individuals who had previously filed written request for such notice, in accordance with the requirements of the PMC and Government Code sections 65090 and 65091, as applicable.

ANALYSIS:

Staff believes the Planning Commission can make the required findings to the approve the use permit and design review application, subject to conditions.

The City of Pittsburg is certified by the California Department of Resources, Recycling and Recovery (CalRecycle) as the Local Enforcement Agency (LEA), which is responsible for ensuring that all solid waste disposal facilities follow state and local regulations. The LEA currently inspects the MDRRP on a monthly basis and would continue to do so moving forward. According to the LEA's inspections, the facility is operating in accordance with the requirements of the existing Solid Waste Facility Permit. Staff believes that with the addition of the project enhancements described above, the MDRRP would be more effective in meeting the State's mandates for diversion of landfill material.

The proposed project would be consistent with the Industrial designation of the General Plan, which specifically permits general industrial uses and processing, including large recycling facilities. The proposed project would comply with all of the Industrial District development standards set forth in the Zoning Ordinance. The proposed project is also generally consistent with applicable DRDG's in that: the architecture would unite the new buildings to create a corporate campus identity. Moving the processing units within buildings would improve the overall appearance of the project site.

The proposed Master Plan would unify the various functions on the project site and create the infrastructure necessary for this operator to meet current and future federal and state guidelines regarding the processing of waste material. The overall design would create the necessary template for organization and expansion of the processing units within this facility over a ten- to fifteen-year period. It would also create an attractive corporate campus for this facility when it is completed. This is essential if the site will evolve from the current treatment of 1,500 tons per day of waste material to the permitted volume of 5,500 tons per day. This amendment will be required before MDRRP can complete its application revise the Solid Waste Processing Facility under City of Pittsburg Local Enforcement Agency noted above.

ACTION REQUIRED:

Move to adopt Resolution No. 10173, recommending the City Council adopt an EIR Addendum, and approve Planning Application No. 21-1553, subject to conditions.

ATTACHMENTS:

1. Resolution No. 10173
2. Exhibit A to Resolution No. 10173 – 2nd Addendum to the EIR
3. Exhibit B to Resolution No. 10173 – Development Agreement
4. Project Plans, Master Plan Sheets 1-8A, dated February 2, 2021
5. MDRRP Project Description, Phasing, stamp dated December 4, 2020
6. Map of Surrounding Uses
7. Property Development Regulations Table
8. DRDG Consistency Table
9. Planning Commission Staff Report, dated May 26, 2015
10. Approved Resolution No. 10002 (2015 Use Permit)
11. Approved Resolution No. 10001 (2015 EIR Certification)
12. 2015 EIR and 1st Addendum (available online at: www.pittsburgca.gov/MDRR)
13. Notice of Public Hearing

Prepared by: Joan Lamphier, Consulting Planner

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Recommending City Council Approval of a Use Permit Amendment, Design Review, and a Development Agreement for, "Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)"	))))))	Resolution No. 10173

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. On February 2, 2021, Contra Costa Waste Service, Inc., filed Use Permit, Design Review, and Development Agreement Application No. 21-1553 requesting: 1) an amendment to the existing use permit (approved in 2018) for operational enhancements at the existing Mt. Diablo Resource Recovery Park (MDRRP); 2) design review approval of plans to construct five new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; and 3) approval of a Development Agreement at 1300 Loveridge Road. The project site includes a total of 36 acres. The eastern portion of the property is in the IG (General Industrial) District and the western portion of the property is within the IL-O (Limited Industrial with a Limited Overlay) District. Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028 and 073-200-029.

B. The existing solid waste and recycling facility became operational in 1995 and has expanded its operations to include additional recycling and disposal services. The facility serves as a regional recycling facility serving multiple communities and special districts.

C. On March 6, 1995, the City Council adopted Resolutions Nos. 95-8143, 95-8144, and 95-8145, approving a use permit, variance, and design review of architectural plans (respectively) for the Recycling Center and Transfer Station (RCTS), on a 17.5-acre site located at 1300 Loveridge Road. Prior to that approval, the City Council adopted Resolutions Nos. 95-8134 and 95-8142, certifying the Final Environmental Impact Report (1995 EIR) and adopting mandatory findings of significant environmental impacts and mitigation measures for the project (respectively).

D. On December 18, 1995, the City Council approved Resolution No. 95-8150, authorizing an agreement that allowed the recycling center and transfer station to begin operation.

E. On March 27, 2007, the Planning Commission adopted Resolution Nos. 9691 and 9692 approving a new use permit and design review application to locate the Mt. Diablo Recycling Facility (MDRF) on the existing RCTS site. The MDRF was approved to share the same site as the RCTS; however, both facilities operated independently.

F. On April 22, 2008, the Planning Commission adopted Resolution No. 9755, approving another use permit and design review application, establishing a mixed construction and demolition (Mixed C&D) recycling facility, including a green material processing operations area, on a 6.52-acre portion of the RCTS site. Conditions of approval for the RCTS and the MDRF were carried forward to the subsequent approvals.

G. On January 12, 2010, the Planning Commission adopted Resolution No. 9822 modifying the use permit for MDRF in order to expand the maximum amount of material that could be processed per day, expand hours of operation and the number of employees working at the facility.

H. On May 26, 2015, the Planning Commission adopted Resolution No. 10002, approving a subsequent use permit modification in order to bring the current solid waste and recycling operations at the RCTS, the MDRF and the Mixed C&D facilities under a single entity referred to as the Mt. Diablo Resource Recovery Park (MDRRP). The approval also included an increase in the total amount of materials processed per day at all three facilities from 2,200 tons per day (TPD), to a total of 5,500 TPD; establishment of a new commercial recycling and organic processing programs for residential and commercial food wastes; construction of one biomass gasification unit to process clean wood waste into energy for on-site use; construction of an 18,000 square foot building and related site improvements for the relocation of the SEG Trucking maintenance facility; and, as a possible future phase of the project, a rail haul option for waste transportation purposes.

I. On November 20, 2018, the Planning Commission adopted Resolution No. 10109, approving a subsequent use permit modification to permit improvements, including the relocation of the truck maintenance facility to the southern end of the property; an increase in the number of gasification units from one to three; and a reorganization of the operations to allow a more efficient utilization of the property.

J. The improvements to the MDRRP included in the 2015 and 2018 approvals, as applicable, and proposed with this current application will assist the City of Pittsburg and the region in reducing greenhouse gas emissions by generating renewable energy, increasing solid waste diversion rates, and expanding programs to provide recycling to business and family residences.

K. The proposed expansion and reorganization of the existing facilities will also assist the City of Pittsburg and the region in meeting increasing regulatory requirements and diversion goals established pursuant to Assembly Bill (AB) 1826, Senate Bill (SB) 1383, and related regulations.

L. The proposed project conforms to the applicable General Plan land use designation of *Industrial* and the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC).

M. An Environmental Impact Report was previously prepared for the 2015 MDRRP project (2015 EIR). On May 26, 2015, the Planning Commission adopted Resolution No. 10001, certifying that the Final 2015 EIR was prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. This resolution also approved CEQA findings, adopted a Statement of Overriding Considerations, and a Mitigation and Monitoring and Reporting Program (MMRP) for the MDRRP project.

N. Section 15162(a) of the State CEQA Guidelines states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that, either: 1) the project proposes substantial changes which will present a new significant impact; 2) there are substantial changes with respect to the circumstances under which the project is undertaken that will present a new significant impact; or 3) there is new information available that was not previously available relating to new or previously identified significant impacts.

O. Since the current project proposal further refines what was originally reviewed in the 2015 EIR, and since no new significant impacts were found, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for the current project.

P. Pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals requested or required in conjunction with a project be consolidated. The findings and decisions for each approval must be considered individually.

Q. According to PMC section 18.28.060, a request for modification of an approved use permit shall be treated as a new application. PMC Section 18.16.040 specifies that the following findings must be made before approval of a use permit:

1. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;

2. is not detrimental to the health, safety and general welfare of the City;

3. will not adversely orderly development of property within the City;

4. will not adversely affect the preservation of property values;

5. is consistent with the general plan and applicable specific plan;

6. will not create a nuisance or enforcement problem;

7. will not encourage marginal development within the neighborhood;

8. will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints; and

9. is consistent with the City's approved funding priorities.

R. Before approving a conditional use permit for a large recycling facility, as indicated in PMC 18.84.560, the Planning Commission must also find that the proposed use complies with the standards outlined in PMC 18.84.575.C for 'Large Recycling Facilities,' including:

1. The facility is at least 150 feet from property zoned or planned for residential use;

2. The facility must be screened from public view by operating in an enclosed building or behind dense landscaping or fencing;

3. Yards and landscaping requirements must comply with those provided for the zoning district in which the facility is located;

4. All exterior storage of material will be in sturdy containers which are covered, secured and maintained in good condition. Oil storage must be in containers approved by the chief building official and Riverview fire protection district. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing or other screening;

5. The site will be maintained free of litter and any other undesirable materials, and will be cleaned of loose debris on a daily basis;

6. Noise levels will not exceed 60 dBA as measured at the property line of residentially zoned property, or otherwise not exceed 70 dBA;

7. If the facility is located within 500 feet of property zoned, planned or occupied for residential use, it will not be in operation between 7:00 p.m. and 7:00 a.m.;

8. Any containers provided for after-hours donation of recyclable materials (newspaper, cardboard, aluminum cans, etc.) will be at least 150 feet from any property zoned, planned or occupied for residential use, and they shall be made of sturdy, rustproof construction. Containers will have sufficient capacity to accommodate materials collected for at least a 24-hour period, and be secure from unauthorized entry or removal of materials;

9. Donation areas will be kept free of litter and any other undesirable material, and the containers will be clearly marked to identify the type of material that may be deposited. The facility will display a notice stating that no material may be left outside the recycling containers;

10. The facility will be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs will meet the standards of the use. Directional signs, bearing no advertising message, may be installed with the approval of the planning director to facilitate traffic circulation or if the facility is not visible from the public right-of-way; and

11. Power-driven processing, including aluminum foil and can compacting, plastic shredding, or other light processing activities, may be used as necessary for efficient temporary storage and shipment of material.

S. The Planning Commission may grant design review approval for a project only after the Commission makes a determination that the proposed project is consistent with PMC section 18.36.220 (B), including:

1. the structure conforms with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

2. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

3. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

4. the structure is in harmony with proposed developments on land in the general area; and

5. the application conforms with the criteria set forth in any applicable city-adopted design guidelines.

T. Pursuant to City Council Resolution No. 96-8371, the Planning Commission must

make a recommendation on a development agreement prior to City Council consideration. The City Council may adopt the ordinance approving a development agreement if it finds that:

1. the development agreement is consistent with the General Plan and any applicable specific plan; and

2. the development agreement will promote the public health, safety, and general welfare.

U. On or before August 14, 2021, notice of the August 24, 2021, public hearing to consider this application was posted at City Hall, the project site and on the City's website; was delivered to the Pittsburg Library; and was mailed via first class mail or email to the property owner, applicant and all other owners of property within 300 feet of the subject site, to utility companies and other agencies anticipated to provide service to the project, and to all interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010 and 18.36.350 and Government Code sections 65090 and 65091, as applicable.

V. On August 24, 2021, the Planning Commission held a public hearing to consider Application No. 21-1553, at which time oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission Staff Report entitled "Consideration of a Resolution Recommending City Council Approval of a Use Permit Amendment, Design Review, and a Development Agreement for Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)," dated August 24, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. Since the current project proposal for the MDRRP site further refines what was originally reviewed in the 2015 EIR and does not include any new significant impacts, preparation of an Addendum to the 2015 EIR pursuant to CEQA Guidelines section 15164 (Addendum to an EIR or Negative Declaration) is the appropriate method for achieving CEQA compliance for the current project.

3. The 2nd EIR Addendum prepared for the proposed project has been reviewed by the Planning Commission and considered as part of the adoption of this resolution.

Use Permit Findings:

4. The proposed project, in its entirety, is consistent with the following standards for approval of a use permit, in that:

    a. The proposed use is in accord with the objectives of the Zoning Ordinance, the purposes of the land use districts in which it is located and is appropriate to the specific location, in that the use is an expansion of an existing use that has operated since 1995 in accordance with the requirements of the existing previously approved use permits and the Solid Waste Facility Permit administered by the City of Pittsburg Local Enforcement Agency (LEA). The proposed expansion and enhancement project will comply with the development standards set forth for the IL-O (Limited Industrial with a Limited Overlay) and IG (General Industrial) Districts.

    b. The proposed use will not be detrimental to the health, safety and general welfare of the City, nor will it involve any activities that will be injurious to the City, its residents, or its workforce, if conditions are added to require: 1) the operator obtain from the City of Pittsburg Local Enforcement Agency (LEA) a Solid Waste Permit to allow the proposed operational expansion and enhancements, and 2) all regulations of the PMC and the LEA are adhered to throughout the life of the facility.

    c. The proposed use will not adversely affect the orderly development of property within the City, in that the operational expansion and enhancements will continue the existing context of industrial uses in the area north of the Pittsburg-Antioch Highway.

    d. The proposed use will not adversely affect the preservation of property values, in that the proposed operational expansion and enhancements will utilize properties that have been vacated by previous industrial activities.

    e. The proposed use is consistent with the General Plan, in that the expansion and enhancements meet the intent of the Industrial land use designation in accordance with General Plan (page 2-20).

    f. If the use complies with all provisions of the PMC and the conditions of this resolution, and the operator obtains a Solid Waste Permit administered by the City of Pittsburg LEA, then the proposed use will

not create a nuisance or enforcement problem.

g. The proposed use will not encourage marginal development within the neighborhood in that the use consists of enhancements to the existing facility and utilizes vacant parcels from previous industrial uses.

h. The proposed use will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints, in that the use is private and does not require any additional public services and shall be required to operate in conformance with the standards outlined in PMC 18.84.575.C for Large Recycling Facilities.

i. The proposed use is consistent with the City's approved funding priorities, in that there are no public funds involved with the project.

Large Recycling Facility Findings:

5. The project, in its entirety, is consistent with the following applicable standards for a large recycling facility, in that:

   a. The recycling facility will be screened from public view by operating in an enclosed building or behind dense landscaping or fencing.

   b. Yards and landscaping requirements will comply with those provided for the zoning district in which the facility is located, in that the application proposes to install and maintain a minimum ten percent of the site as landscaped area.

   c. All exterior storage of material will be in sturdy containers or containment areas that are covered, secured and maintained in good condition. Oil storage containers will be subject to approval by the Chief Building Official and Contra Costa County Fire Protection District. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing or other screening.

   d. As required by a condition of approval, the site will be maintained free of litter and any other undesirable materials and will be cleaned of loose debris on a daily basis.

   e. As required by a condition of approval, noise levels will not exceed 70 dBA as measured at the property line.

   f. The facility will not be located within 500 feet of property zoned, planned or occupied for residential use.

g. There will be no designated outdoor donation areas for recyclable materials. The facility will display or provide notice to customers stating that no material may be left outside the designated recycling areas.

h. The facility will be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs will meet the standards of the use. Directional signs, bearing no advertising message, will be installed/maintained subject to approval by the Planning Division.

Design Review Findings:

6. The proposed project, which consists of the Master Plan and associated site improvements:

   a. Will conform with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed design of all new construction will be consistent with the surrounding industrial development and the existing on-site transfer processing facility building.

   b. The inclusion of additional landscaping along Loveridge Road will ensure that the project conforms to the good taste, good design and in general will contribute to the character and image of the City as a place of beauty, taste and high quality.

   c. The new buildings will not be subject to exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable.

   d. The exterior design and appearance of all new construction on site will not be of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value in that the proposed design of the facilities, are consistent with the surrounding industrial development.

   e. The project conforms to the applicable criteria set forth in the City's adopted Design Review Guidelines (Planning Commission Resolution No. 8927).

Development Agreement:

7. The proposed Development Agreement is consistent with the General Plan

and will promote the public health, safety, and general welfare of the community, in that it will support and ensure the timely development of a facility that will serve the City in meetings its state-mandated solid waste diversion goals.

Section 3. Recommendation

Based on the findings set forth above, the Planning Commission hereby:

A. Recommends the City Council adopt an ordinance approving a Development Agreement, as substantially proposed in Exhibit A of this Resolution; and

B. Recommends the City Council approve Use Permit and Design Review Application No. 21-1553, subject to the conditions listed below. The conditions listed shall take the place of all prior conditions adopted through Planning Commission Resolutions No. 10109.

1. References to Project Plan. The approved improvements to the existing use shall be constructed and installed in accordance with the Conditional Use Permit Package dated February 2, 2021, and as presented to the Planning Commission in the staff report, except as may be modified by the conditions below. Construction and installation of the approved use in a manner inconsistent with this use permit shall be grounds for revocation of the use permit.

2. Permitted Capacity. The Mt Diablo Resource Recovery Park shall not receive more than five thousand, five hundred (5,500) tons per day of municipal solid waste, recyclables, organic material, and construction and demolition material for processing. In case of a state emergency or local emergency the MDRRP may receive a higher amount of tonnage if requested by the applicant and granted by the LEA under section 17210 of the California Code of Regulations.

3. LEA Solid Waste Permit. The operator of Mt Diablo Resource Recovery Park shall obtain from the City of Pittsburg Local Enforcement Agency (LEA) a Solid Waste Permit to allow the proposed operational expansion and enhancements.

4. Applicable City and LEA Regulations. All regulations of the PMC and the LEA are adhered to throughout the life of the facility.

5. Waste Diversion Mandates & Indemnification. The MDRRP shall be operated in a manner reasonably calculated to ensure that the City achieves the waste diversion mandates of the California Integrated Waste Management Act (the Waste Act) or other applicable law, so long as the City's waste is processed at the MDRRP. For all matters within the City's jurisdiction, the City may

request that MDRRP modify its operation in a manner reasonably calculated to ensure that the City achieves the waste diversion mandates of the Act, or other applicable law, and the applicant shall work cooperatively with the City to implement such modifications or a reasonable alternative, taking into consideration practical, financial, and legal limitations, including potential conflicts with requirements from other governing agencies having jurisdiction. If the applicant fails to work with the City on implementing reasonable modifications described in this section and fines or other penalties are assessed for the City's failure to meet waste diversion goals, then such fines or penalties shall be borne by the applicant, and the applicant shall defend, indemnify and hold the City harmless for any loss, claim or action arising from or in any way connected with such failure to comply with City directives to the extent that the imposition of same is determined to be the fault of the applicant. In compliance with Public Resources Code Section 50001(a)(2), the proposed expansion is designed to recover for reuse or recycling at least five percent (5%) of the total volume of material received by the facility and is identified in the applicable integrated waste management plan. Nothing in this condition shall prevent the City from establishing additional requirements regarding waste diversion in an authorization issued under Chapter 8.05 of the Municipal Code.

6. Monitoring & Reporting for City. The applicant shall monitor and provide the City Manager or their designee with regular accounting of the origin and quantity of all solid waste and recyclables received by, processed through, and transferred by the MDRRP for disposal or recycling. This accounting shall be in a form satisfactory to the City Manager, and at such times and intervals as he or she specifies and shall be on a jurisdiction-by-jurisdiction basis. The accounting shall be in addition to any applicable requirements of the state for monitoring and demonstrating compliance with state mandates related to solid waste and recycling. Copies of any reports supplied by MDRRP to other agencies shall be contemporaneously provided to the City Manager.

7. Compliance with PMC. The MDRRP shall comply with all applicable requirements of the Pittsburg Municipal Code. The City and applicant recognize and agree that the City's ability to exercise its police power as described in this condition is an integral basis for the City's approval of this project, and that the reservation of the City's right to consider and adopt legislation concerning a recycling facility and transfer station is necessary in order for the City to make the determination that approval of this use permit is consistent with the findings required by PMC section 18.16.040, as fully set forth in this resolution. Further, all site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers) and Chapter 15.88 (Grading, Erosion and Sediment Control) of the PMC as determined by the City Engineer or designee. Issuance of a site development permit will be required whereby specific engineering requirements will be made as

conditions of approval.

8. Compliance with Conditions & Grounds for Revocation. The applicant shall allow City staff and the LEA to conduct reasonable inspections of the property and applicant's operation of the MDRRP to ensure compliance with the conditions of approval. Operation of the use in a manner inconsistent with that described in the report, violation of a zoning regulation or condition of this resolution, existence of a public nuisance, or conviction of a federal or state law or city ordinance in connection with the operation of the use shall be grounds for revocation of the use permit in accordance with the process outlined in PMC section 18.28.100.

9. Other Agency Requirements. Permits shall be obtained from each agency having jurisdiction over the project to the extent required by law, including but not limited to the City of Pittsburg LEA, the Bay Area Air Quality Management District, the Contra Costa County Fire Protection District, California Regional Water Quality Control Board, and the Department of Resources Recycling and Recovery (CalRecycle).

10. Site Maintenance. The site shall be maintained in a neat and clean manner and all landscaping on site shall be kept weed free and maintained in a healthy condition. The applicant shall be responsible for picking up all litter and waste material daily within any public right-of-way within two thousand (2,000) feet of the property boundaries; to the City limits to the east of the project; and to Columbia Street to the west of the project. If the City Manager determines in their sole discretion that the operator's litter control efforts are not adequate to meet City requirements, then the City Manager may require the applicant or operator to submit a litter control plan and direct what changes are necessary in order to improve its effectiveness. The applicant and/or operator shall ensure that any items dumped along the Loveridge Road street frontage are removed at the beginning and end of each business day.

11. Signage. No signage is approved under this resolution other than wayfinding safety, or signage exempt from review under PMC Title 19. The applicant shall submit all signs for the MDRRP to the Planning Division for review and approval in accordance with PMC Title 19. Additionally, the applicant shall submit signs to the LEA to ensure compliance with state minimum standards for solid waste facilities. The applicant shall determine, in consultation with LEA staff, which signs require LEA approval.

12. Bicycle Parking. The applicant shall provide permanent, fixed bicycle parking for at least nine (9) bicycles on-site in a location providing convenient access and natural surveillance. The design, color, and proposed location of the racks shall be reviewed and approved by Planning Division staff prior to issuance of a building permit.

13. Material Transfers. Transfer of solid waste and recyclables shall be to permitted landfills and recycling receivers.

14. Covered Loads. All self-haulers (general public) and garbage collection trucks entering, and all transfer/packer trucks exiting the MDRRP site shall be covered or enclosed to prevent or minimize litter and waste material from escaping during transport.

15. Covered Loads Notification. Self-haulers (general public) that enter the MDRRP without trash or waste material adequately covered shall be informed by the applicant of the requirement that trucks be covered (see Condition No. 12). The applicant shall be responsible for cleaning up litter from self-haulers. The applicant shall provide notice to the public of the cover requirements in a manner satisfactory to the City Manager.

16. Noise. The MDRRP shall not generate noise in excess of 70 dBA at the property line as required by Pittsburg Municipal Code Chapter 18.84.

17. Hazardous Wastes. The applicant is prohibited from receiving hazardous wastes or engaging in activities which would generate hazardous wastes at the MDRRP. “Receiving Hazardous Waste” does not mean hazardous material that inadvertently is unloaded at the facility (e.g. household material in mixed residential solid waste). The applicant is prohibited from handling hazardous waste substances in sufficient quantities at any one time as to require a permit under the Uniform Fire Code.

18. Peak Hour Travel. The applicant shall apply peak hour travel restrictions to all transfer trucks and to other vehicles that are under the direct control of or under contract with the MDRRP or any subsidiary (e.g. collection trucks) so that trucks will avoid the most congested freeway locations. Currently these congested freeway locations include some sections of SR-4, segments of I-680, the SR 24/680 interchange, and the I-580/I-680 interchange.

19. Traffic Plan. The applicant shall develop, or update an existing, Traffic Management Plan (the “Traffic Plan”) to control the time of day that project trucks will use SR-4 and other freeways. The Traffic Plan shall be developed to respond to the freeway traffic conditions that exist at the time the SEG Trucking maintenance facility opens and shall be reevaluated at periodic intervals in response to changing patterns of traffic congestion. The new Traffic Plan shall be prepared, submitted and approved before issuance of a certificate of occupancy for the SEG Trucking maintenance facility and shall be updated at six-month intervals. The Traffic Plan shall document the time periods, roadway segments and direction of travel where transfer trucks will be restricted. The restrictions shall apply to both entering and exiting traffic. The Traffic Plan shall be reviewed and approved by the City Engineer with the

advice and recommendation of the LEA, as may be appropriate, prior to beginning operation of the SEG Trucking maintenance facility. Traffic Plan updates shall be submitted to the City Engineer and LEA, and shall be reviewed as described in this condition.

20. Traffic Plan Adjustments. As part of the ongoing Traffic Plan required by Condition No. 21, operating conditions at the Loveridge Road/SR-4 interchange merge areas shall be monitored by the applicant during a.m. peak hour (westbound on-ramp) and during p.m. peak hour (east bound on-ramp). If operating conditions at either of the merge areas are at LOS F and the addition of MDRRP traffic increases the v/c ratio by more than 0.01, then as part of the ongoing Traffic Plan, traffic patterns at the MDRRP shall be adjusted satisfactory to the City Engineer and LEA to reduce the project's traffic impact below a v/c ratio increase of 0.01 as necessary. Adjustments may include, for example, changes in the hours during which collection and recycling trucks may leave the facility during the a.m. and p.m. peak periods.

21. Location of Transfer Operation. The transfer operation shall be operated in a closed building to reduce exposure of waste to the atmosphere and potential odor impacts.

22. Site Fencing. The MDRRP shall be surrounded by a security fence to capture any litter carried by the wind.

23. Cool Roofs. All building rooftops shall be painted white (behind parapets) to ensure a cool roof effect.

24. Tipping Floor Maintenance. The tipping floor and processing areas shall be cleaned every twenty-four (24) hours.

25. Refuse Exposure/Storage. No refuse shall remain exposed to the atmosphere for longer than twenty-four (24) hours. Any materials stored at the MDRRP for longer than twenty-four (24) hours shall be stored inside transfer trucks under a tarp or cover. In no event shall disposable, non-recoverable solid waste be stored on site for over forty-eight (48) hours.

26. Organic Food Refuse Exposure/Storage. No organic food refuse shall remain exposed to the atmosphere for longer than twenty-four (24) hours. Any organic food materials stored at the MDRRP for longer than twenty-four (24) hours shall be stored inside transfer trucks under a tarp or cover. In no event shall disposable, non-recoverable organic food waste be stored on site for over twenty-four (24) hours.

27. Refuse Contact Areas. Refuse shall not become retained or trapped in corners, cracks or other irregularities within the transfer processing facility building. All surfaces that come into contact with refuse shall be designed to

be easily cleaned.

28. Building Interior Drainage. The drainage and waste handling systems shall be designed so that no standing water can collect in the refuse handling areas.

29. Construction Safety Plan. In accordance with the regulations provided in Title 29 of the Code of Federal Regulations (the CFR), Part 1910.120 and Title 18 of the California Code of Regulations (the "CCR"), Section 5192, the Applicant shall develop, prepare and implement the Construction Worker Site Health and Safety Plan (the "Construction Safety Plan") for construction workers prior to project construction. The Construction Safety Plan shall include but not be limited to identification of areas of known contaminant releases, types of contaminants, and safety procedures for work in those areas; procedures to be undertaken in the event that unknown contamination is discovered; procedures and personnel responsible for managing contaminated soils and/or groundwater, and emergency procedures and responsible personnel. The Construction Safety Plan shall be prepared and signed by a certified industrial hygienist and shall be included with the applicant's building permit application. Individuals who are to perform work in areas where exposure to contaminated materials may occur must have received hazardous materials training in accordance with federal and state regulations. The applicant shall ensure that all contractors on the project comply with the Construction Safety Plan and develop hazardous waste management techniques, protocols and/or methodologies for handling potentially hazardous materials that may be used during project construction. The plan shall specify types, quantities, containment, temporary storage areas, and emergency spill response procedures and shall be approved by the County Fire District prior to project construction, as part of the standard building inspection, review and permit process.

30. Soil Sampling Investigations. In areas of the project site where no soil quality data is available, or data is insufficient to describe the potential health risks associated with excavation and handling of soil, a soil sampling investigation shall be developed and implemented for the excavation and grading areas. The investigation shall be conducted by a qualified environmental professional to assess whether areas proposed to be excavated or graded contain concentrations that may pose a health risk to construction workers or require special handling during construction activities. Existing soil quality data shall be used, where available, to delineate the extent of contamination levels and the expected contaminant levels. The work shall be completed prior to construction and the results shall be included in the Construction Safety Plan. Development and implementation of the soil quality sampling program shall be integrated with the soil quality management required by with the Construction Safety Plan. The City Engineer shall verify that the soil quality sampling program has been completed prior to the issuance of a grading permit.

31. Asbestos-Containing Floors. The applicant shall post signs, as specified by the Safe Water Drinking and Toxic Enforcement Act of 1986 (California Health and Safety Code Sections 25249.5, et seq., and Title 22 of the CCR, Sections 12000, et seq.) warning workers of the hazards of disturbing, handling, drilling, and/or breaking the asbestos-containing floor tiles in the conference room of the transfer facility. In addition, the tiles shall be inspected annually by personnel trained in asbestos inspection. In the alternative, the applicant may have the tiles encapsulated, or removed by a licensed asbestos abatement contractor.

32. Ongoing Soil Remediation. Construction and operation of the proposed MDRRP shall not interfere with any investigation, monitoring, and remediation of soils and/or groundwater at the project site. All building plans for proposed improvements shall identify the location of existing and known proposed areas of environmental investigation, monitoring, and/or remediation, including the location of existing and known proposed monitoring and extractions wells, subsurface and above ground piping, and associated treatment and storage tasks. All building plans shall be reviewed by the City to ensure that Applicant's proposed improvements will continue to allow access to these areas and not impede remediation of the Project Site.

33. Exclusion Program. Only non-hazardous waste shall be accepted at the MDRRP. The MDRRP may receive hazardous waste managed under the Alternative Management Standard, a variance, or a certification (i.e. Certified Appliance Recycler) granted by the Department of Toxic Substances Control (DTSC) as well as Universal Waste materials as allowed with approval by the LEA. To ensure compliance with this condition, the applicant shall prepare, or update an existing, Hazardous Waste Exclusion Program (the "Exclusion Program") in accordance with Title 23 of the CCR, Section 2523(b) and maintain a policy of excluding hazardous waste from the MDRRP. The Exclusion Program previously submitted by the applicant shall be revised to state that no waste classified as "designated" or "hazardous" under applicable law will be accepted at the MDRRP and shall include a schedule for implementing the proposed training load checking programs. The LEA shall review and approve the updated Exclusion Program as part of the Solid Waste Facilities Permit review process and shall specify what waste shall be excluded.

34. Hazardous Materials Plan. Management of hazardous materials used or inadvertently received at the MDRRP shall be documented consistent with Division 20, Chapter 6.95 of the Health and Safety Code (commencing with Section 25500) and subdivision (b) and (c) of section 80.103 of the Uniform Fire Code. Chapter 6.95 of the Health and Safety Code, titled "Hazardous Materials Release Response Plans and Inventory," requires the preparation of area plans and business plans. Section 80.103 of the Uniform Fire Code

requires the preparation of hazardous Material Management Plans and Hazardous Materials Inventory Statements to ensure compliance with state operating regulations. These plans shall contain among other things; a complete description of personal protective equipment; procedures for handling, packing and disposing of hazardous waste found in mixed wastes inadvertently brought to the MDRRP; the maximum volume to be stored at any one time; and shall specify procedures for the proper segregation of incompatible wastes. Hazardous waste shall be stored in appropriate containers in compliance with all local, state and federal regulations and kept in an area separate from any hazardous materials used by the MDRRP in its operation or construction. These plans shall be submitted to the City, the Contra Costa County Health Services Department, and the County Fire District prior to the issuance of an expansion permit. The LEA shall ensure that these plans have been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any.

35. Fire Suppression Systems. The applicant shall install and maintain an automatic fire sensing, suppression and alarm system at the MDRRP in accordance with recommendations from the County Fire District and the State Fire Marshal prior to the occupancy of any new building.

36. Emergency Response Plan. The applicant shall prepare and maintain an Emergency Response Plan (the “ER Plan”) as part of the Business Plan as required by the state Hazardous Material Release Response and Inventory Program (Health & Safety Code Section 25500, et seq.); The ER Plan shall include a detailed description of methods used to identify and control materials susceptible to explosion or combustion; the location, maintenance, and procedures for use of all fire control equipment; identification of responsible and trained fire-fighting personnel; location of fire extinguisher and other fire-fighting equipment and evacuation plans and procedures. The ER Plan shall also specifically address the potential for a power failure during an emergency. Response procedures for the site shall be submitted to and approved by the Contra Costa County Fire Protection District prior to the occupancy of any of the new structures permitted by this use permit. The approved ER Plan shall be submitted to the LEA with the application packet for the updated Solid Waste Facility Permit. The LEA shall ensure the ER Plan has been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any. The ER Plan shall include emergency response procedures in the event of an earthquake and shall take into account the probability that untrained visitors are likely to be present at the MDRRP.

37. Wastewater Storage. All wastewater generated from buildings at the facility that require secondary treatment or discharge to sanitary sewer shall be collected and contained in storage tanks and/or discharged to sewer. The wastewater collected at the facility (holding tanks and sump) shall be

removed using vacuum tank trucks on an as-needed basis. During the expansion, the volume and consistency of the wastewater shall be measured at a regular frequency to determine appropriate measures of future on-site treatment. As part of the Solid Waste Facility Permit update application, the appropriateness and feasibility of recycling or on-site treatment will be evaluated at that time. Any discharge of wastewater to the sewer shall be in compliance with the requirements and restriction specified by Delta Diablo. Procedures for wastewater management at the facility shall be included in the Hazardous Materials Management Plan (Uniform Fire Coe, Article 80, Section 80.101). The Plan shall be updated to address any changes in operational and safety procedures related to future changes in wastewater management.

38. OSHA. The applicant shall comply with all state and federal occupational safety and health acts ("OSHA") including but not limited to developing a procedure for protecting workers who handle and/or sort sharp materials; requiring workers to wear protective gloves; training workers to identify and safely remove sharp objects and dispose of used hypodermic needles or other inadvertently deposited medical wastes. These procedures shall be included in the Transfer/Processing Report that applicant will submit to the LEA.

39. Relationship to Other Emergency Response Plans. Neighboring industrial facilities which treat, store, or dispose of hazardous materials are required to develop emergency response plans (the "ER" Plan) for release incidents. The Project's ER Plan shall acknowledge and include a description of the ER Plan's consistency, to the extent possible, with risk management and prevention programs and evacuation plans of nearby industries. The approved ER Plan shall be submitted to the LEA as part of the Solid Waste Facility Permit update application packet. The LEA shall ensure the ER Plan has been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any.

40. Vector Control. The applicant shall implement a program to monitor the development of any vector problems, including the eradication of pests if needed. The applicant shall, at minimum, institute the following measures to control vectors at the MDRRP:

    a) Regular cleaning and maintenance procedures including sweeping of the yard and tipping areas;
    b) Handle solid waste materials inside the building, rather than outdoors;
    c) Transport all waste for disposal no more than forty-eight (48) hours after it is brought to the MDRRP;
    d) Transport yard waste and organics to composting operations or organics processing facilities within forty-eight (48) hours, or up to 7 days if granted by the LEA under section 7852(a)(10)(A)(2) of the California Code of Regulations, or sent to a on-site energy production facility including but

not limited to an on-site gasification unit or anaerobic digestor;

e) Implement a load covering policy and program for hauling vehicles leaving the MDRRP; and
f) Regular cleaning of MDRRP organic handling equipment and trucks by applicant.

41. Contaminated Soils. Any excavated contaminated soil shall be removed from the project site and transported to a qualified disposal site; however, contaminated material shall not be transported to the Keller Canyon Landfill or to any facility that will use it as a daily cover.

42. Grading. If possible and as directed by the City Engineer, all grading shall be conducted between April 15 and October 15 to minimize silt runoff to the nearby channels located on the boundaries of the project site. If grading is to be conducted during the rainy season, silt control measures described in the SWPPP's shall include, but not be limited to, creation of silt barriers (e.g. hay bales, silt fences) on the southern and/or western property boundary.

43. Frequency of Plan Updates. The City Manager, or their designee, may require the applicant to update a plan or study required under any condition of approval in this resolution more frequently than otherwise called for herein, as conditions may warrant in such official's judgement.

44. Study Costs. Any and all studies described herein or are otherwise necessary due to construction or operation of the MDRRP shall be at the applicant's sole expense.

45. Recycling Programs. Upon the City's request, the MDRRP shall provide recycling programs, such as (without limitation) mixed paper and yard waste diversion programs (as used hereafter in this condition "Programs") that are consistent with and assist in the implementation of the City of Pittsburg's Source Reduction and Recycling Element ("SRRE"). If the applicant demonstrates to the City's satisfaction that implementation of requested Programs is infeasible at the MDRRP, due to such factors as cost or suitability of the facility, the applicant shall work cooperatively with the City to develop other Programs that are feasible and will ensure that the City mandates its compliance with the Act. Any costs associated with amending the City's SRRE to reflect necessary Program changes shall be paid by the applicant and the cost shall not be passed on the City garbage subscribers or individuals or agencies using the MDRRP.

46. Hours of Operation. The hours of operation for receipt of refuse/waste from the public shall be daily from 7:00am to 6:00pm, unless otherwise granted by the LEA or Solid Waste Facility Permit. Public visitation shall be limited to Monday through Saturday from 8:00 a.m. to 5:00 p.m.

47. Deferred Improvements. The owner shall enter into a deferred improvement agreement with the City to construct frontage improvements for the Developer's pro-rata share of the ultimate roadway design for Loveridge Road. As part of the agreement, the owner shall post a bond, a letter of credit, a certificate of deposit or some other form of financial responsibility agreed upon by the City for the cost of the improvements. Frontage improvements shall include construction of storm drain facilities, curb, gutter, and sidewalk, and undergrounding of utilities.

48. Loveridge Road Maintenance. The applicant shall enter into a Memorandum of Understanding or other agreement instrument to pay a pro-rata share fee for reconstruction and ongoing maintenance for Loveridge Road. The costs of reconstruction of the roadway and ongoing maintenance costs shall be determined through a City-sponsored study and shall be based on truck trips attributed to the business, or other measurement deemed mutually acceptable by the applicant and the City.

49. Sanitary Sewer Capacity. The applicant shall provide proper sanitary sewer capacity to accommodate the project's wastewater demand.

50. Standard Conditions of Development. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development, and this Resolution, this Resolution shall prevail.

<u>General Engineering Conditions</u>

51. Grading. All grading work shall be done in accordance with provisions of Chapter 15.88 of the Pittsburg Municipal Code.

52. Traffic Control Plans. The applicant shall comply with City and State guidelines and requirements for traffic control during construction and prior to final project acceptance.

53. Business License Requirements. The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements of the City of Pittsburg Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.

54. Portable Restrooms. Adequate sanitary disposal facilities shall be required on site during all phases of construction.

55. Construction Debris. The applicant shall provide solid waste disposal

containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties is not permitted.

56. Dust Control. The applicant shall control dust during construction by water application. At minimum, active construction areas shall have to be watered at least twice daily pursuant to requirements of a site-specific Soil Management Plan (SMP) required by the restrictive land use covenant (LUC) that applies to the project site. Non-potable water shall be used from a source approved by the City Engineer (PMC, Title 15), or a nontoxic dust palliative may also be used. To prevent an increase in the potential to emit dust following grading, the project design includes stabilizing disturbed areas as soon as practical as described in Section 2.3.5. Crushed rock shall be used on perimeter and intermediate access roads and the area surrounding the substation. Areas that are not graveled or occupied by foundations shall be stabilized by re-vegetation, application of a non-toxic soil binder, or other means of stabilization.

57. Diesel Equipment. The applicant shall comply with the following requirements of Title 13 of the California Code of Regulations (CCR) for diesel-fueled construction equipment to ensure that emission levels during project construction do not conflict with or obstruct implementation of BAAQMD's air quality plans:

    a) Individual diesel truck idling in excess of five consecutive minutes shall be prohibited consistent with Title 13 CCR.
    b) Diesel-power construction equipment shall use renewable fuel or low-sulfur diesel fuel pursuant to requirements of Title 13 of the CCR.

58. Grading. Any earth moving activity at the site shall be performed in accordance with the Soil Management Plan (SMP) and Health and Safety Plan (HSP) (USS-Posco and DTSC, 2010).

59. CCCFPD Precautions. In accordance with the Contra Costa County Fire Protection District (CCCFPD) requirements, the following precautions shall be instituted by the operator of the facility, unless otherwise determined by the CCCFPD:

    a) CCCFPD approved means of monitoring and measuring the temperatures within static piles shall be used to monitor and record internal pile temperatures and be made available for inspection by the CCCFPD;
    b) Portable fire extinguishers shall be provided on all vehicles and processing equipment;
    c) The operator shall provide for the availability of material handling equipment during any firefighting operations at the project site;

d) No flammable or combustible liquid storage tanks shall be stored on the site without approval and issuance of required permits from the CCCFPD;
e) The operator of the C&D facility shall develop a plan for monitoring, controlling and extinguishing spot fires, subject to CCCFPD review and approval; and
f) Smoking shall not be permitted in spaces where flammable C&D materials are stored or handled.

60. Outdoor Storage Prohibited. The storage of material or items on any portion of the site that is located within 200 feet of a public street shall occur within a building or a fully enclosed structure upon the completion of Phases 2 and 3 of the MDRRP Master Plan, and as required by *Industrial-Service processor* use limitation L-154.

61. Landscape Coverage. Additional landscape areas shall be provided throughout the site, except where prohibited, in order to achieve the ten percent (10%) minimum site landscaping requirement of the IG zoning district development standards. Areas with the potential for additional landscaping include widening the approved landscape area along Loveridge Road; the southeastern corner of the site (adjacent to the GWF facility}; and the northern pointed corner of the parcel. Prior to the issuance of a site development permit or building permit, final landscape plans, showing the amount of area to be landscaped as a percentage, shall be submitted for review and approval by the Planning Division.

62. Emergency Vehicle Access. Prior to the issuance of a site development or building permit, the site plans shall be revised to include adequate emergency apparatus access roadways with all- weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13 feet, six (6) inches of vertical clearance to within 150 feet of travel distance to all portions the structure. Access roadways shall have a minimum outside turning radius of 45 feet, and an inside turning radius of 25 feet, and must be capable of supporting the imposed loads of fire apparatus, i.e. 37 tons, as required by the CCCFPD.

63. Emergency Access Gates. Prior to the issuance of site improvement plans, the plans must identify access gates (for Fire District apparatus) with a minimum width of 20 feet. Access gates shall swing inward and be setback from the public right-of-way by a minimum of 30 feet. Electrically operated gates shall be equipped with a Knox Company key- operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock.

64. On-site Emergency Circulation. C&D materials and green waste piles shall be separated from adjacent piles by fire apparatus access roadways with a

minimum width of 20 feet. Piles shall not exceed 25 feet in height, 150 feet in width, and 250 feet in length, or as otherwise determined by the CCCFPD.

65. Hydrants. The applicant shall provide two fire hydrants for the project, and hydrant locations, as determined by the CCCFPD. Fire hydrants provided on the site must be the "East Bay" type.

66. Site Address Numbers. Premise address identification shall be provided prior to the issuance of a certificate of occupancy. Such numbers shall contrast with their background and be a minimum of four inches high or larger as required to be readily visible from the street.

67. Planting. Plants installed for project landscaping shall be low-maintenance drought-tolerant varieties, requiring minimal use of pesticides to minimize potential impacts on foraging birds, in accordance with Landscaping Requirements set forth in PMC Section 18.34.300-325.

General Engineering and Construction

Engineering fees due payable prior to the first building plan review and at the time of Grading or Site Development Permit issuance:

68. Grading/Improvement Plan Review Fees. The applicant shall pay one half of the Engineering Grading and/or Improvement Plan Review Fee with the initial submittal of plans, maps, or other documents for plan review. The Plan Check Fees are based upon the Engineer's Estimate, which shall also be provided at the time the plans are submitted. The Improvement Plan Check fees are 7% of the cost of the improvements based upon the approved Engineer's Estimate. The Grading Plan Check Fee is 2.5% of the Engineer's Estimate, or may be based upon cubic yards of grading. The deposit(s) shall be credited toward the final fee(s) as determined at engineering permit issuance based upon the final, approved Engineer's Estimate. The deposit shall be paid to the Engineering Division.

69. Inspection Fees. The applicant shall pay the Improvement and/or Grading Inspection Fee(s) to the Engineering Division at the time of the Grading or Single Parcel Development Permit is issued. The current Improvement Inspection Fee is 6.75% of the cost of grading, and the Grading Inspection Fee is 3% of the cost of Grading. The Grading Inspection Fee may also be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges.

70. GIS Update. The applicant shall pay $110 plus $0.65 per square foot of newly constructed building to the Engineering Division at the time of Single Parcel Development Permit issuance.

71. NPDES Plan Review Fees. The applicant shall pay an NPDES Plan Review (SWPPP and/or C.3 Storm Water Control Plan) fee to the Engineering Division in the amounts in effect when the applicant obtains a grading permit. The applicant understands that the current NPDES plan review fee on file, effective September 1, 2010, shall be paid in accordance to the fee schedule approved by Resolution No. 10-11510, a copy of which is available at the City.

72. NPDES Inspection Fees. The applicant shall pay an NPDES Inspection Deposit (SWPPP and/or C.3 Storm Water Control Plan) fee to the Engineering Division in the amounts in effect when the applicant obtains a grading permit. The applicant understands that the current NPDES plan review fee on file, effective September 1, 2010, shall be paid in accordance to the fee schedule approved by Resolution No. 10-11510, a copy of which is available at the City.

<u>Engineering Fees due payable prior to Issuance of the building permit for any building plan permitted by this use permit.</u>

73. Facility Reserve Charge. The applicant shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Division, for water and sewer service in the amounts in effect when the applicant obtains a building permit. The applicant understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Division prior to the issuance of a building permit.

74. Local Traffic Mitigation Fees. The applicant shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect when the applicant obtains a building permit. The applicant understands that the LTMF currently on file is $1.51/sf. The applicant further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City. Fees shall be paid prior to issuance of a building permit.

75. Regional Traffic Mitigation Fees. The applicant shall pay the Regional

Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102) (the "RTDIM") amount in effect when the applicant obtains a building permit. The applicant understands that the RTDIM currently on file is $1.47/sf. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a building permit. If no building permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.102.040.

76. Standard Engineering Submittals. The applicant shall submit five (5) copies of the engineering plans, prepared by a registered civil engineer, to include but not be limited to the following:

    a) A Site Plan
    b) A Grading and Drainage Plan
    c) A Utilities Plan
    d) A Landscaping and Irrigation Plan
    e) A Stormwater Control Plan and Report
    f) An Erosion and Sedimentation Control Plan

77. Geotechnical Report. The applicant shall submit a current geotechnical report that substantiates the design features incorporated into this project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be submitted to the Engineering Department for review prior to the approval of any civil plans and issuance of any Engineering permits.

78. Engineers Estimate. The applicant shall submit an Engineer's Estimate with the first plans submittal. This estimate shall include all costs associated with the site development improvements, excluding those costs associated with the construction of the building structure itself.

79. Accessibility. All public and pedestrian facilities shall be designed in accordance with Title 24, Handicap Access, and the California Department of State Architect's standards for accessibility compliance.

80. Phased Improvements. To ensure safety of customers and operations personnel, the proposed access road to the SEG Trucking facility shall not be constructed until the Organic Processing Operations Area is relocated. Developer to provide an interim access road until such time the relocation occurs.

<u>General NPDES Conditions:</u>

81. SWPPP/Erosion Control Plan. The applicant shall submit an Erosion and Sedimentation Control Plan, or Stormwater Pollution Prevention Plan (if the project warrants a State General Construction Permit) to the Engineering Department. The erosion control / SWPPP shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site during the construction phase of the project to effectively prohibit the entry of pollutants into storm water runoff and project track out.

82. Stormwater Control Plan. Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan to meet C.3 obligations. The plans shall include drawings and specifications necessary to implement the permanent BMPs designed in the approved Stormwater Control Plan. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering Division.

83. Construction Methods. Grading and/or building permit plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design featured, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.

84. Stormwater BMP Operation and Maintenance Plan. Prior to final inspection approvals by the Engineering Department, the applicant shall submit a Stormwater BMP Operation and Maintenance Plan for review and approval by the Engineering, Planning, and Public Works Departments. Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans can be found on the Contra Costa Clean Water Program's website: www.cccleanwater.org.

85. Stormwater BMP Operation and Maintenance Plan (Final). Prior to the issuance of the Certificate of Occupancy, the applicant shall submit the final draft of the Stormwater BMP Operation and Maintenance Plan for review and approval by the Engineering Department. The applicant shall also execute the Operations and Maintenance Agreement, which pertain to the transfer of ownership and / or long-term maintenance of stormwater treatment BMPs or hydrograph modification BMPs. The Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are found on the Contra Costa County Clean Water Program website (www.cccleanwater.org) or the Stormwater C.3 Guidebook, most current edition.

<u>General Engineering Conditions Regarding Utilities:</u>

86. Existing Facility Evaluation. The applicant shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide

the results to the City to identify any service or supply problems. The cost for installation of additional facilities shall be borne by the applicant.

87. Compliance with PMC. The design and construction of storm drain, water, and sewer facilities shall be in accordance with Section 17.28.020 of the Pittsburg Municipal Code.

88. Water Demands for Fire. The applicant shall provide appropriate water service, adequately sized to meet the domestic and fire protection demands for the project.

89. Sanitary Sewer Sizing. The applicant shall provide appropriate sanitary sewer, adequately sized to accommodate the project's wastewater demand.

90. Abandon Waterlines. The applicant shall abandon the existing 6" and 10" water lines that cross Kirker Creek by capping the services at the property line.

91. Police CFD. Prior to issuance of any building permits, the applicant shall deliver written approval to the Engineering Division to annex the subject property into the Community Facilities District CFD 2005-1, which provides funding for an increase of police coverage in the area. The rate of the CFD fee is subject to the City Council Ordinance No 05-1246.

92. Fire CFD. Prior to the issuance of any building permits, the applicant shall deliver written approval to the Engineering Division to annex the subject property into Community Facilities District CFD 2017-1, which provides funding for expanded fire facilities and fire emergency services. The rate of the CFD is subject to City Council Ordinance No 17-1428.

93. Kirker Creek Watershed Drainage Fees. The applicant shall pay a fee of $0.68 per square feet for increases in the area of impervious surfaces created for the project per Municipal Code Chapter 15.104.

Mitigation Measures (Air Quality)

94. MM-AIR-3.1.1 (a): The proposed project shall implement BAAQMD-recommended best management practices for the control of fugitive dust including, but not limited to, the following:

    a) All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved areas of vehicle travel) shall be watered two times per day.
    b) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

c) All vehicle speeds on on-site unpaved areas shall be limited to a maximum of 15 miles per hour.
d) All parking areas, equipment pads, and driveways shall be paved as soon as possible. Equipment pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
e) Where applicable, vegetative ground cover (fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible.
f) A publicly visible sign shall be posted at the site entrance identifying the telephone number and name of the person to contact at the construction site regarding dust complaints. The phone number of the City contact person and/or department shall also be posted to ensure compliance. All complaints, including any necessary corrective actions implemented to address the complaint, shall be documented and responded to within 48 hours. The designated City compliance monitoring staff and/or department shall be notified of all complaints received.

95. MM-AIR-3.1.1 (b): The following measures shall be implemented to reduce construction-generated mobile-source emissions:

a) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by Title 13, Section 2485 of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points.
b) All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
c) Heavy-duty (i.e., 25 horsepower or greater) off-road construction equipment shall, at a minimum, meet Tier 3 emission standards.

96. MM-AIR-3.1.2 (a): The project applicant shall demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.

97. MM-AIR-3.1.2 (b): The operator shall provide a report on the throughput tonnage processed at the facility that would result in operational emissions of NO_X at 90 percent of the allowable threshold of 54 pounds per day and 10 tons per year (i.e., 48.6 pounds of NO_X per day or 9 tons of NO_X per year). The report shall be included as a condition of approval of the use permit and shall be completed by a qualified air quality professional within one year of approval of the use permit for the expansion. Project-generated tonnages and estimated emissions based on the report shall be evaluated commencing at the five-year state permit review and each year thereafter as tonnage reports are submitted to the City Department of Environmental Affairs and Development Services Department. Once the throughput tonnages reach the amount determined in the report to result in 48.6 pounds

of NO_X daily or 9 or more tons of NO_X annually, the operator shall prepare and submit project-generated emissions reports, as described in mitigation measure MM 3.1.2c.

98. MM-AIR-3.1.2 (c): Once the project receives a tonnage throughput resulting in 90 percent of assumed NO_X emissions (48.6 pounds of NO_X per day or 9 tons of NO_X per year) as indicated by annual tonnage reports submitted to the City's Department of Environmental Affairs and Development Services Department, the operator shall obtain the services of a qualified specialist, approved by the City Development Services Department in conjunction with the Department of Environmental Affairs, to prepare and submit an annual air quality report showing project-generated NO_X emissions. The annual emissions evaluation shall identify project-generated increases in emissions over those existing at the time of the approval of the use permit, any emission reduction strategies that have been implemented (i.e., use of cleaner equipment, etc.), and any emissions offsets or additional mitigation measures, as described in mitigation measure MM 3.1.2d, that will be implemented sufficient to achieve the threshold of 54 pounds of NO_X per day or 10 tons of NO_X per year. Emissions analyses shall be submitted to the City by April 1 of the following year. Upon the City's approval of the annual air quality report, documentation of any emissions offsets or additional mitigation strategies that have been implemented shall be provided to the City within 30 calendar days.

99. MM-AIR-3.1.2 (d): Based on the information provided in the annual report described in mitigation measure MM 3.1.2c, the proposed project shall implement on-site control measures and/or purchase emissions offsets sufficient to limit net increases (as defined) in operational NO_X emissions to no more than 54 pounds per day or 10 tons of NO_X per year. Measures shall be implemented on an ongoing basis corresponding to increases in operational activities. Measures to be implemented to reduce operational NO_X emissions may include, but are not limited to, the following:

    a) Use of alternatively fueled vehicles and off-road equipment.
    b) Electrification of on-site equipment.
    c) Reduction in the number of pieces of motorized equipment and/or hours of use.
    d) Replacement/conversion of existing off-road equipment sufficient to meet, at a minimum, CARB's Tier 4i emission standards, or equivalent.
    e) Secure emission reduction credits (ERCs) to offset NOX emissions per BAAQMD Regulations 2-2-215, 302, and 303.

Mitigation Measures (Hazards)

100. MM-HAZARDS AND HAZARDOUS MATERIALS-3.3.2 (a): The project applicant shall either update the existing facility's Construction Worker Site

Health and Safety Plan or prepare a new plan to include the entire current project site and proposed site preparation and construction activities. The completed plan shall be implemented during all project construction activities. The plan shall address the potential for workers to be exposed to contaminated soils and shall provide specific measures to be implemented to ensure worker health and safety. These measures may include site controls, use of protective clothing, soil watering, hazard awareness training for workers, and/or emergency medical response procedures.

101. MM-HAZARDS AND HAZARDOUS MATERIALS-3.3.2 (b): The project applicant shall comply with all relevant requirements of the *Covenant to Restrict Use of Property, Environmental Restriction (Re: A limited portion of County of Contra Costa APN 073-200-021 UPI Pittsburg Facility Site L-A Property, DTSC site code number 520024), DOC-2010-0132574-00 recorded by the Contra Costa County Clerk-Recorder's office on July 1, 2010.*

Mitigation Measures (Traffic)

102. MM-TRAFFIC-3.7.1 (b): The proposed project shall contribute their fair share to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

    a) Install a second westbound left-turn lane on Pittsburg-Antioch Highway.
    b) Upgrade existing traffic signal equipment to accommodate the changed intersection lane configurations.

103. MM-TRAFFIC-3.7.2: The project applicant shall pay the project's fair share of the cost to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

    a) Install an additional left-turn lane on the westbound Pittsburg-Antioch Highway approach.
    b) Install a dedicated left-turn lane on the northbound Loveridge Road approach.
    c) Convert the existing shared left-turn/through lane on the northbound Loveridge Road approach to be a through-only lane.
    d) Modify signal phasing in the north/south direction from split phase to having protected left-turns.
    e) Upgrade existing traffic signal equipment to accommodate the recommended intersection lane configurations.

Mitigation Measures (Biological Resources)

104. MM-BIOLOGICAL RESOURCES-3.8.1 (a): **Burrowing Owl.** Prior to any ground disturbance, a qualified biologist shall conduct a preconstruction

survey for burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report), published March 7, 2012. Surveys shall take place no more than 30 days prior to construction and will establish the presence or absence of burrowing owl and/or habitat features and evaluate habitat use by owls. During the surveys, all burrows and burrowing owls will be identified and mapped.

If burrowing owls are found during the breeding season (February 1–August 31), the project applicant shall avoid all nest sites for the remainder of the breeding season or while the nest site is occupied by adults or young. Avoidance measures will include establishment of a 250-foot no disturbance buffer zone surrounding the nest burrow. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the non-breeding season (September 1–January 31), the project applicant shall avoid the owls and the burrows they are using through establishment of a 160-foot protective buffer zone surrounding the active burrow.

If avoidance is not possible, passive relocation of occupied burrows shall be implemented outside the breeding season. Owls should be excluded from burrows by installing one-way doors in burrow entrances. These doors should be in place for no less than 48 hours prior to excavation, and the project area shall be monitored daily by a qualified biologist for one week to confirm that the owl has abandoned the burrow.

105. MM-BIOLOGICAL RESOURCES-3.8.1(b): **Swainson's Hawk**. Prior to any ground disturbance that occurs during the nesting season (March 15–September 15), a qualified biologist will conduct a preconstruction survey no more than one month prior to construction to determine if occupied Swainson's hawk nests are present within 1,000 feet of the project site.

    If occupied nests are documented, project-related activities within 1,000 feet of an occupied nest site shall be prohibited to prevent nest abandonment. Project-related activities can proceed normally if a qualified biologist determines that young have fledged prior to September 15. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Furthermore, if the active nest site is shielded from view and noise from the project site by other development, topography, or other features (including off-site features), the project applicant can apply to the HCP/NCCP

Implementing Entity for a waiver of this avoidance measure. Waivers must also be approved by the USFWS and the CDFW. While the nest is occupied, project-related activities outside the 1,000-foot buffer can take place.

106. MM-BIOLOGICAL RESOURCES-3.8.1(c): **Golden Eagle.** Prior to any ground disturbance that occurs during the nesting season (January 1–August 31), a qualified biologist shall conduct a preconstruction survey not more than one month prior to construction to determine whether active golden eagle nests are present within 0.5 mile of the project site. If active nests are present within 0.5 mile of the project site, project-related activities within 0.5 mile of the nest are prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Project-related disturbance may proceed once a qualified biological monitor determines that the nest has failed or that the young birds have fledged.

107. MM-BIOLOGICAL RESOURCES-3.8.1(e): **Nesting Bird Surveys**. If clearing and/or construction activities will occur during the migratory bird nesting season (February 15–August 15), preconstruction surveys to identify active migratory bird nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, including a 200-foot buffer.

    If active nest sites are identified within 200 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to migratory bird nesting activities. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 100 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 100 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.

Standard Conditions and Indemnification

108. Indemnification. The applicant agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of the project approval, subsequent project approval, or other action arising out of, or in connection with, or the project approvals. The parties shall cooperate in

defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at Applicant's sole cost and expense. The applicant may select its own legal counsel to represent applicant's interests at the applicant's sole cost and expense. The applicant shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

109. This approval will expire on August 24, 2024, unless the Solid Waste Facility Permit update is completed and issued by the City of Pittsburg LEA for the project contemplated herein, a development agreement is adopted which sets forth a timeline for development, or a written request for extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Planning Commission.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner __, seconded by Commissioner ___, the foregoing resolution was passed and adopted the 24th day of August, 2021, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

I hereby certify that the above Resolution No. 10173 was adopted by the Planning Commission of the City of Pittsburg on August 24, 2021.

_____
JORDAN DAVIS, SECRETARY
PITTSBURG PLANNING COMMISSION

CITY OF PITTSBURG
Mt. Diablo Resource Recovery Park 2021 Enhancements Project
INITIAL STUDY AND 2ND EIR ADDENDUM

SCH No. 2011052053

*This attachment to the Planning Commission Staff Report can be found as Attachment 1.a of the City Council Staff Report dated September 20, 2021.

Prepared For:
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Prepared By:
JML Planning
45 Calle Del Ribera
Stinson Beach, CA 94970

June 2021

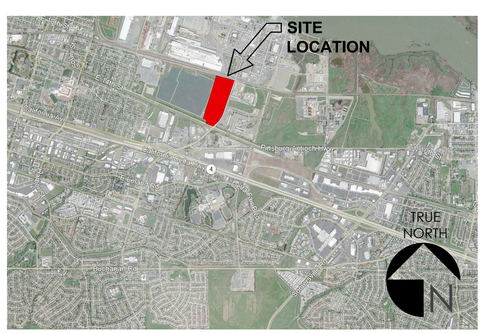
LEGEND

- EXISTING BUILDING
- PHASE I - 40-FT WIDE ACCESS ROAD
- GRAVEL

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- ACCESSIBLE PATH OF TRAVEL
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
- E.F.H. — EXISTING FIRE HYDRANT
- E.L. — EXISTING LIGHT
- E.B. — EXISTING BOLLARDS
- E.P.P. — EXISTING POWER POLE
- (E) XMFR — EXISTING TRANSFORMER

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

REFERENCE NORTH N TRUE NORTH N

896

SITE PLAN - PHASE 1

MDRRP
MATERIAL RECOVERY FACILITY AND TRANSFER STATION
1300 Loveridge Rd, Pittsburg, CA 94565

Job No. 5552
08.16.2021

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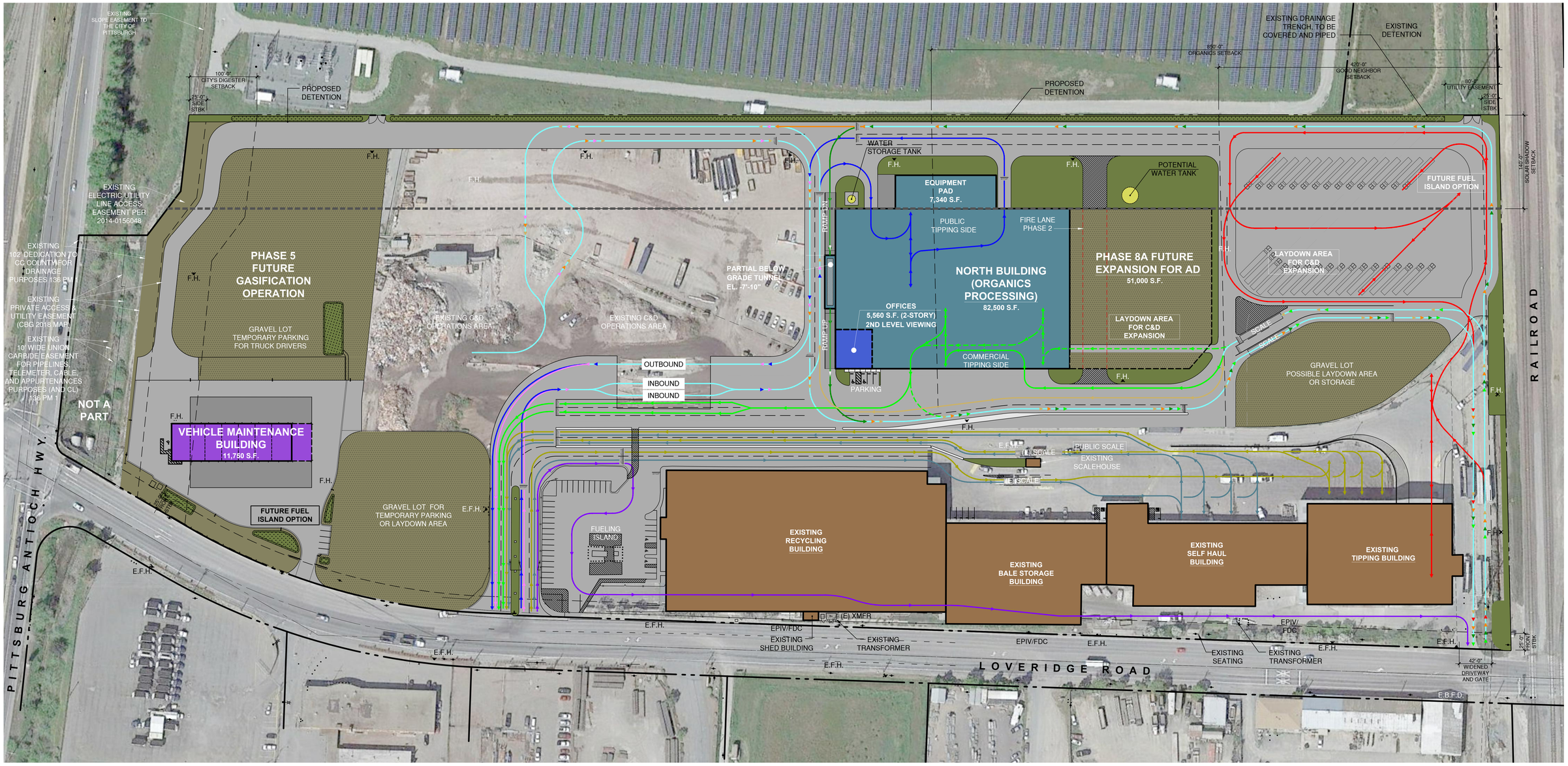


LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

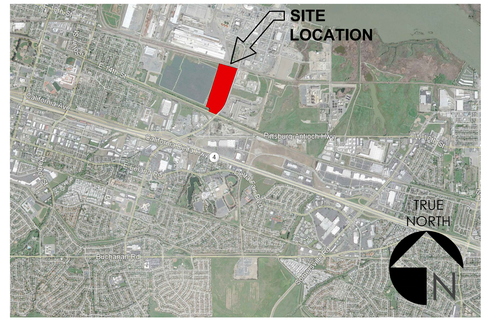
SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
- F.H. PROPOSED FIRE HYDRANT
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH TRUE NORTH

SITE PLAN - PHASE 2

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Job No. 5552
08.16.2021

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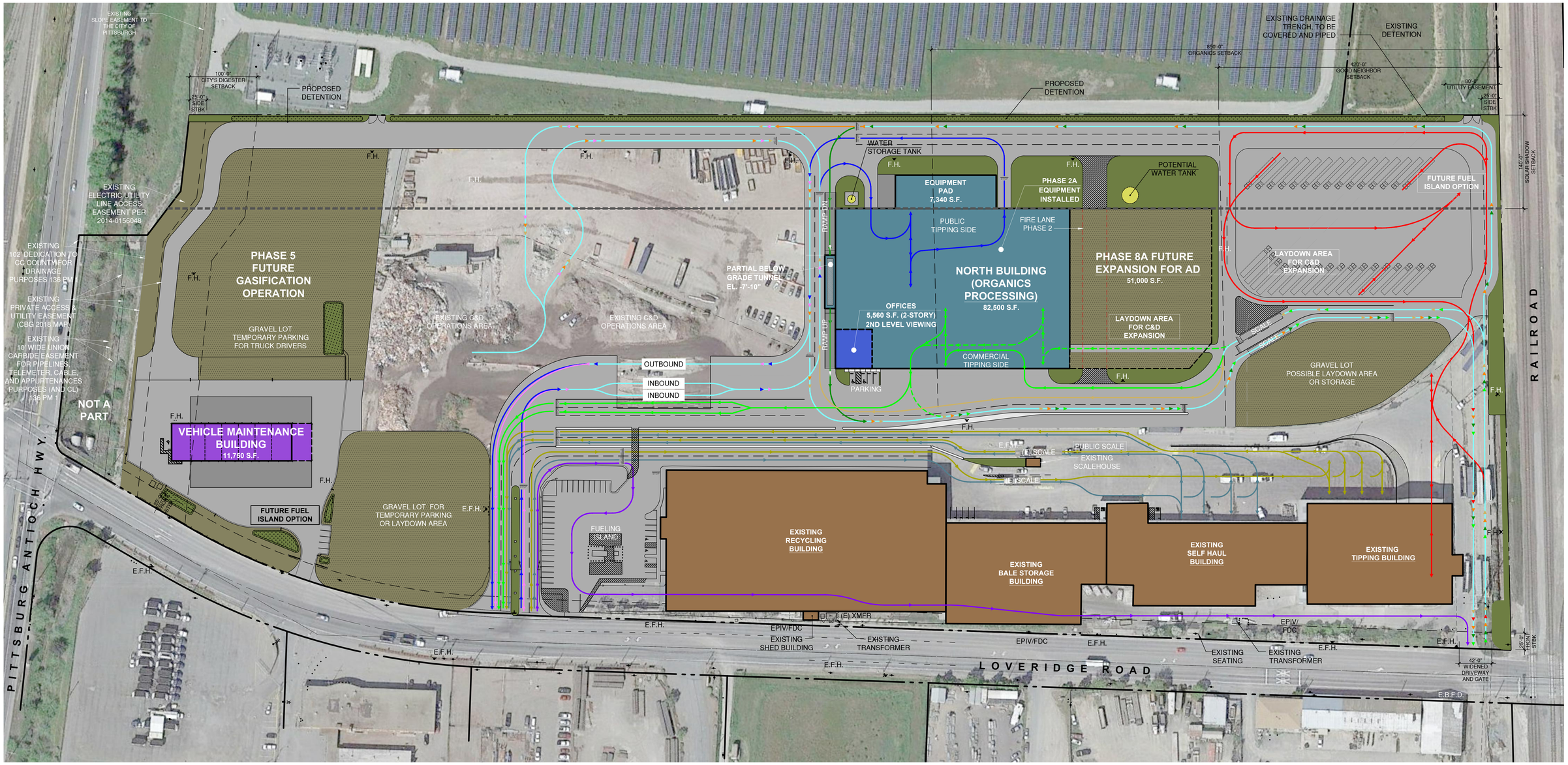


LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

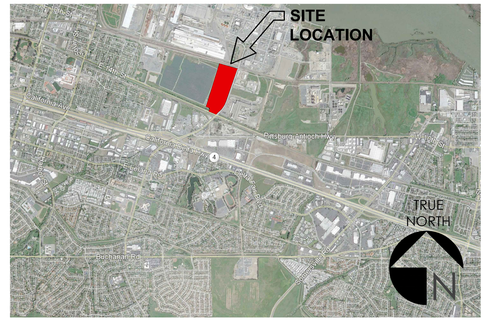
SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
- F.H. PROPOSED FIRE HYDRANT
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH TRUE NORTH

SITE PLAN - PHASE 2A

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Job No. 5552
08.16.2021

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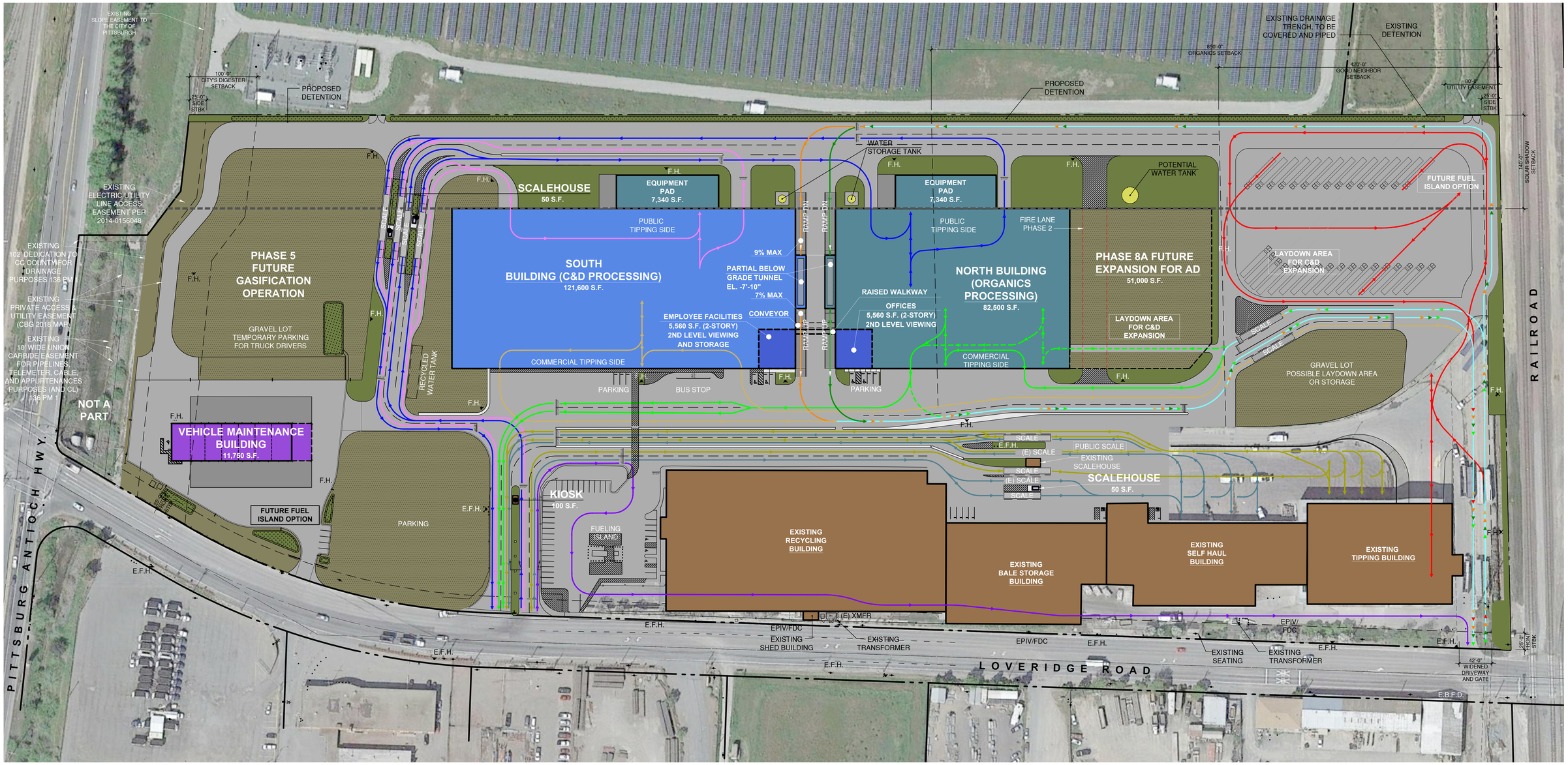

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- PROPOSED C & D PROCESSING BUILDING
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
- F.H. PROPOSED FIRE HYDRANT
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
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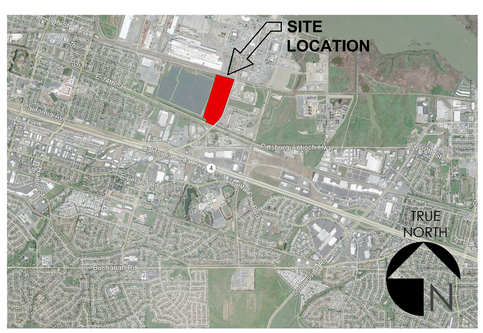
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH TRUE NORTH

SITE PLAN - PHASE 3

MDRRP
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Job No. 5552
08.16.2021

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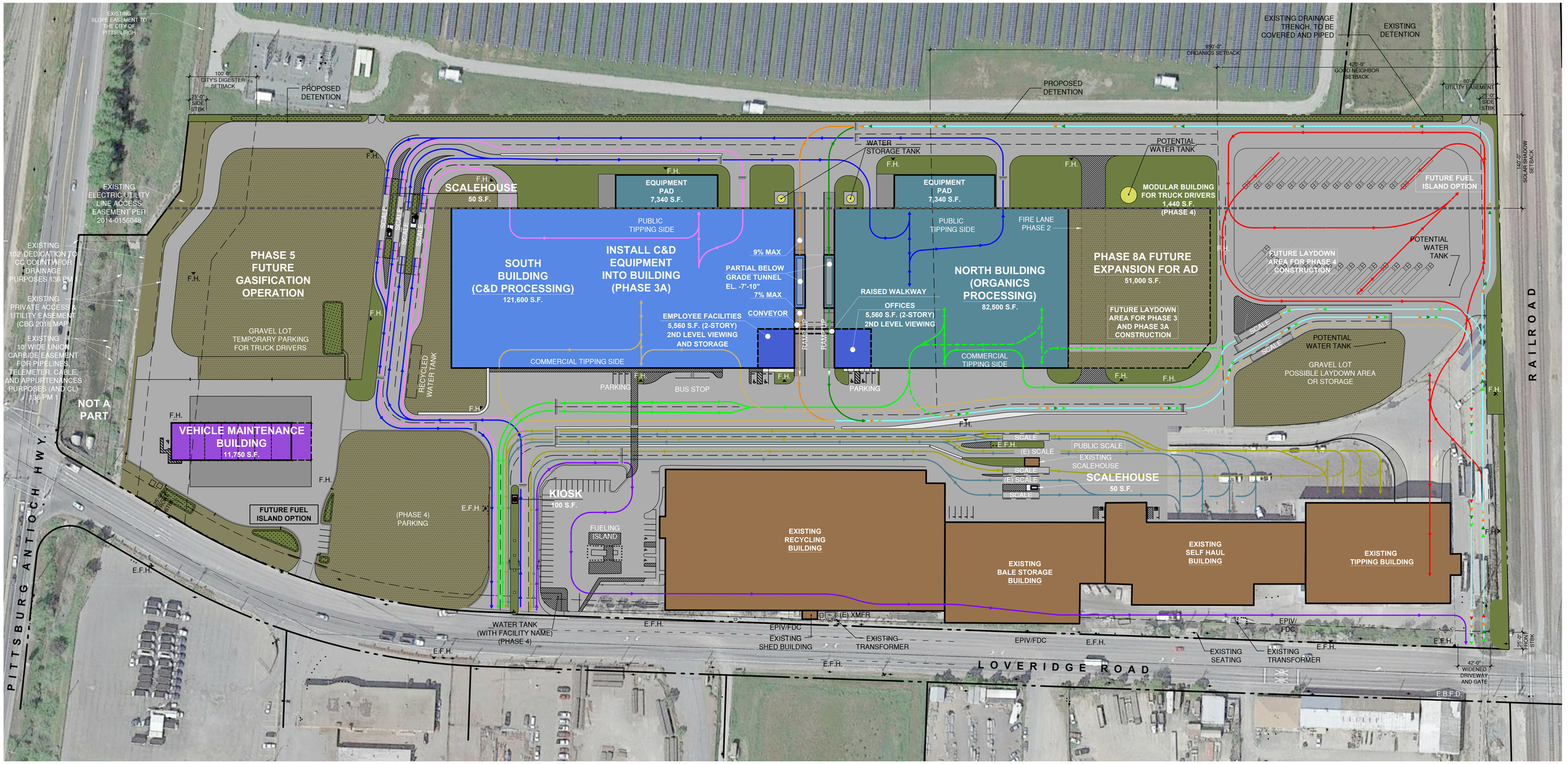

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- PROPOSED C & D PROCESSING BUILDING
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
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SYMBOLS

- EXISTING PROPERTY LINE
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- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
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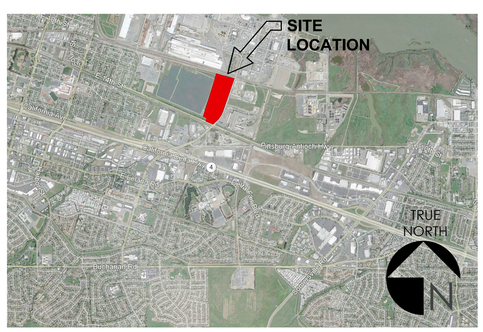
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH TRUE NORTH

SITE PLAN - PHASE 3A

MDRRP
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1300 Loveridge Rd, Pittsburg, CA 94565

Job No. 5552
08.16.2021

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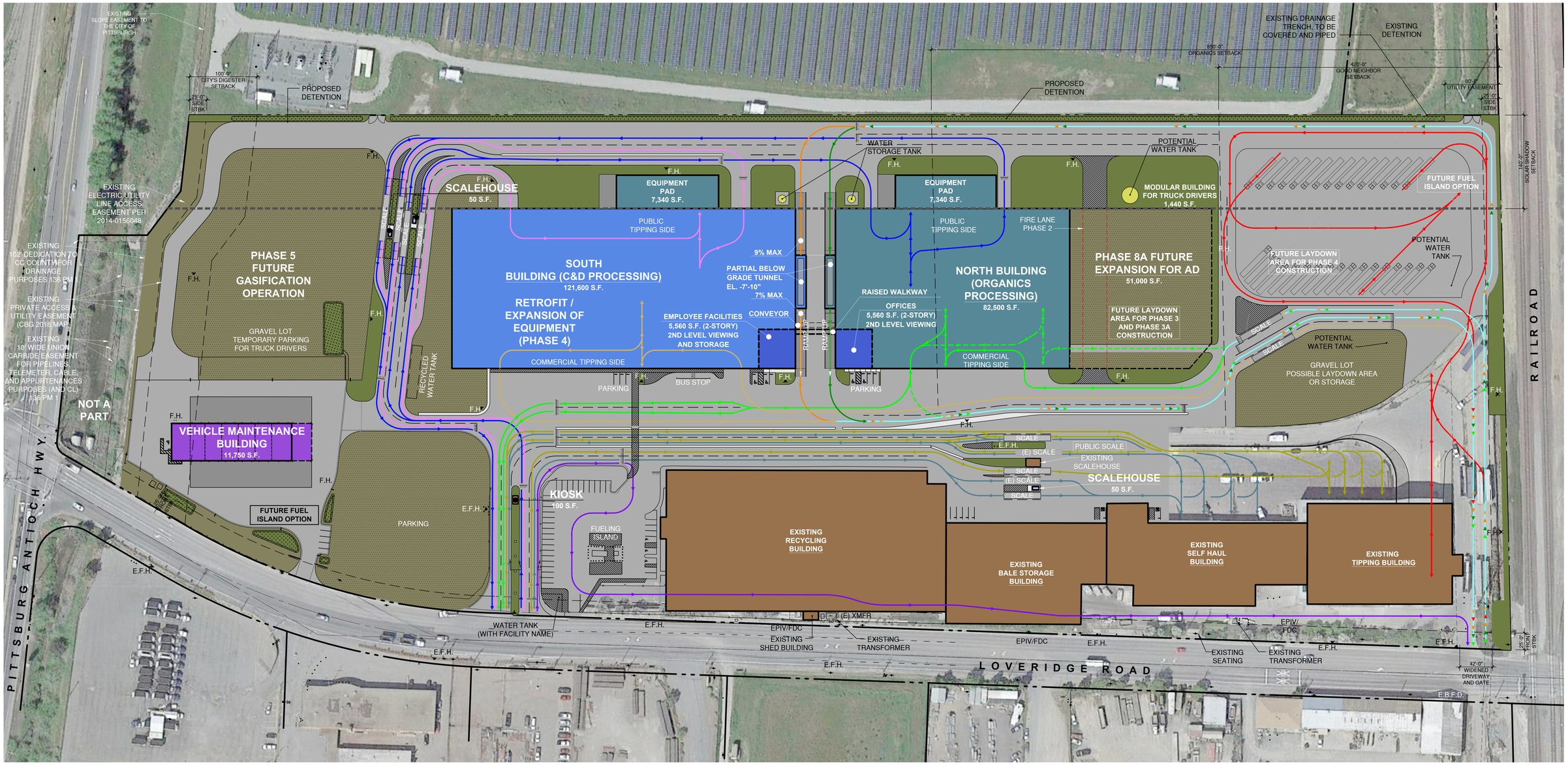

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- PROPOSED C & D PROCESSING BUILDING
- SCALEHOUSE
- LANDSCAPING
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- DECOMPOSED GRANITE
- GRAVEL
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- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
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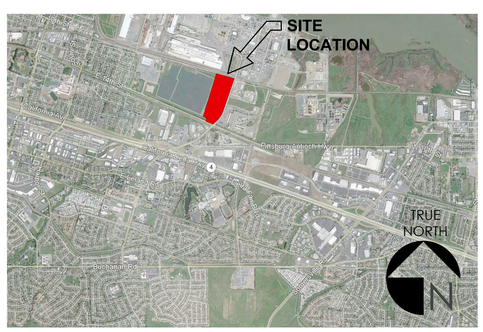
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
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A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH TRUE NORTH

SITE PLAN - PHASE 4

MDRRP
MATERIAL RECOVERY FACILITY AND TRANSFER STATION
1300 Loveridge Rd, Pittsburg, CA 94565

Job No. 5552
08.16.2021

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A4

EXISTING SLOPE EASEMENT TO THE CITY OF PITTSBURGH
100'-0" CITY'S DIGESTER SETBACK
25'-0" SIDE STBK
PROPOSED DETENTION
EXISTING DRAINAGE TRENCH, TO BE COVERED AND PIPED
EXISTING DETENTION
850'-0" ORGANICS SETBACK
420'-0" GOOD NEIGHBOR SETBACK
80'-0" UTILITY EASEMENT
25'-0" SIDE STBK
142'-0" SQUARE SHADOW SETBACK
EXISTING ELECTRIC UTILITY LINE ACCESS EASEMENT PER 2014-0156048
EXISTING 102' DEDICATION TO CC COUNTY FOR DRAINAGE PURPOSES 136 PM
EXISTING PRIVATE ACCESS & UTILITY EASEMENT (CBG 2018 MAP)
EXISTING 10' WIDE UNION CARBIDE EASEMENT FOR PIPELINES, TELEMETER, CABLE, AND APPURTENANCES PURPOSES (AND CL) 136 PM 1
NOT A PART
GASIFICATION OPERATION
97,500 S.F.
CONTROL ROOM 4,100 S.F.
SCALEHOUSE
50 S.F.
EQUIPMENT PAD 7,340 S.F.
WATER STORAGE TANK
POTENTIAL WATER TANK
MODULAR BUILDING FOR TRUCK DRIVERS 1,440 S.F.
FUTURE FUEL ISLAND OPTION
PUBLIC TIPPING SIDE
SOUTH BUILDING (C&D PROCESSING)
121,600 S.F.
9% MAX
PARTIAL BELOW GRADE TUNNEL EL. -7'-10"
7% MAX
CONVEYOR
EMPLOYEE FACILITIES 5,560 S.F. (2-STORY) 2ND LEVEL VIEWING AND STORAGE
COMMERCIAL TIPPING SIDE
RAISED WALKWAY
OFFICES 5,560 S.F. (2-STORY) 2ND LEVEL VIEWING
NORTH BUILDING (ORGANICS PROCESSING)
82,500 S.F.
FIRE LANE PHASE 2
PHASE 8A FUTURE EXPANSION FOR AD
51,000 S.F.
POTENTIAL WATER TANK
GRAVEL LOT POSSIBLE LAYDOWN AREA OR STORAGE
RECYCLED WATER TANK
PARKING
BUS STOP
VEHICLE MAINTENANCE BUILDING
11,750 S.F.
FUTURE FUEL ISLAND OPTION
KIOSK
100 S.F.
FUELING ISLAND
PUBLIC SCALE
EXISTING SCALEHOUSE
EXISTING RECYCLING BUILDING
EXISTING BALE STORAGE BUILDING
EXISTING SELF HAUL BUILDING
EXISTING TIPPING BUILDING
WATER TANK (WITH FACILITY NAME)
EXISTING SHED BUILDING
EXISTING TRANSFORMER
(E) XMFR
EPIV/FDC
EXISTING SEATING
42'-0" WIDENED DRIVEWAY AND GATE
25'-0" FRONT STBK
E.B.F.D.
F.H.
E.F.H.
PITTSBURG ANTIOCH HWY.
LOVERIDGE ROAD
RAILROAD

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- PROPOSED C & D PROCESSING BUILDING
- PROPOSED GASIFICATION OPERATION
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

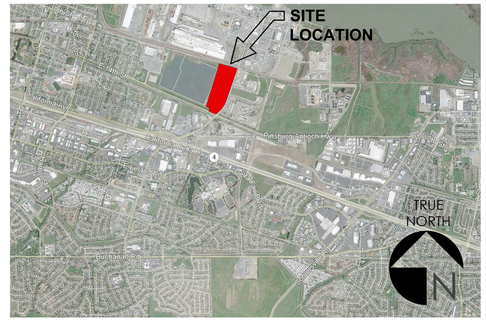
SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
- F.H. — PROPOSED FIRE HYDRANT
- E.F.H. — EXISTING FIRE HYDRANT
- E.L. — EXISTING LIGHT
- E.B. — EXISTING BOLLARDS
- E.P.P. — EXISTING POWER POLE
- (E) XMFR — EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH
TRUE NORTH

SITE PLAN - PHASE 5

MDRRP
MATERIAL RECOVERY FACILITY AND TRANSFER STATION
1300 Loveridge Rd, Pittsburg, CA 94565

Job No. 5552
08.16.2021

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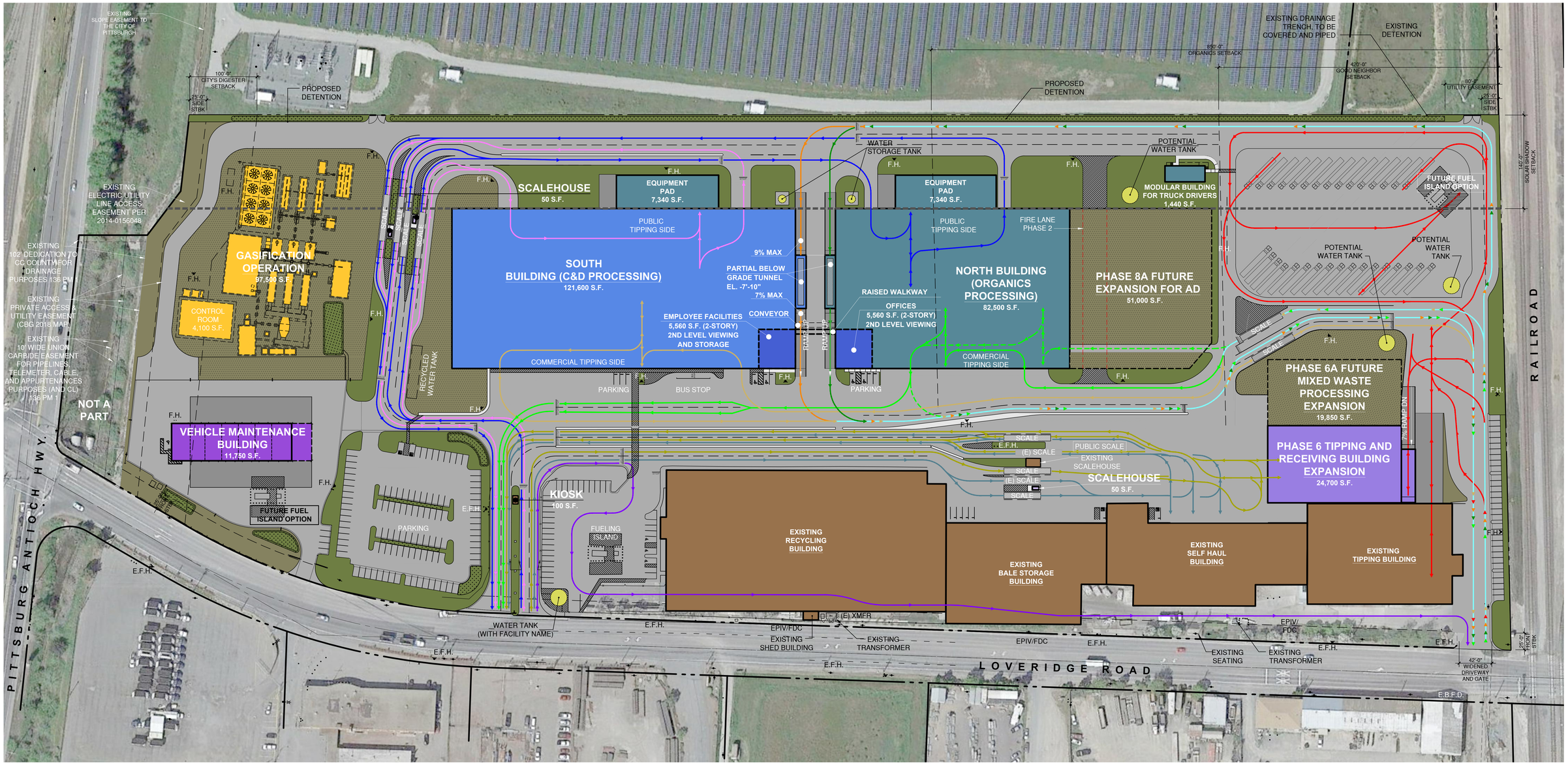

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- PROPOSED C & D PROCESSING BUILDING
- PROPOSED GASIFICATION OPERATION
- PROPOSED TIPPING AND RECEIVING BUILDING
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
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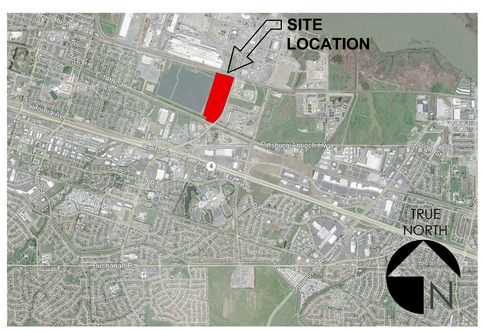
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH TRUE NORTH

SITE PLAN - PHASE 6

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08.16.2021

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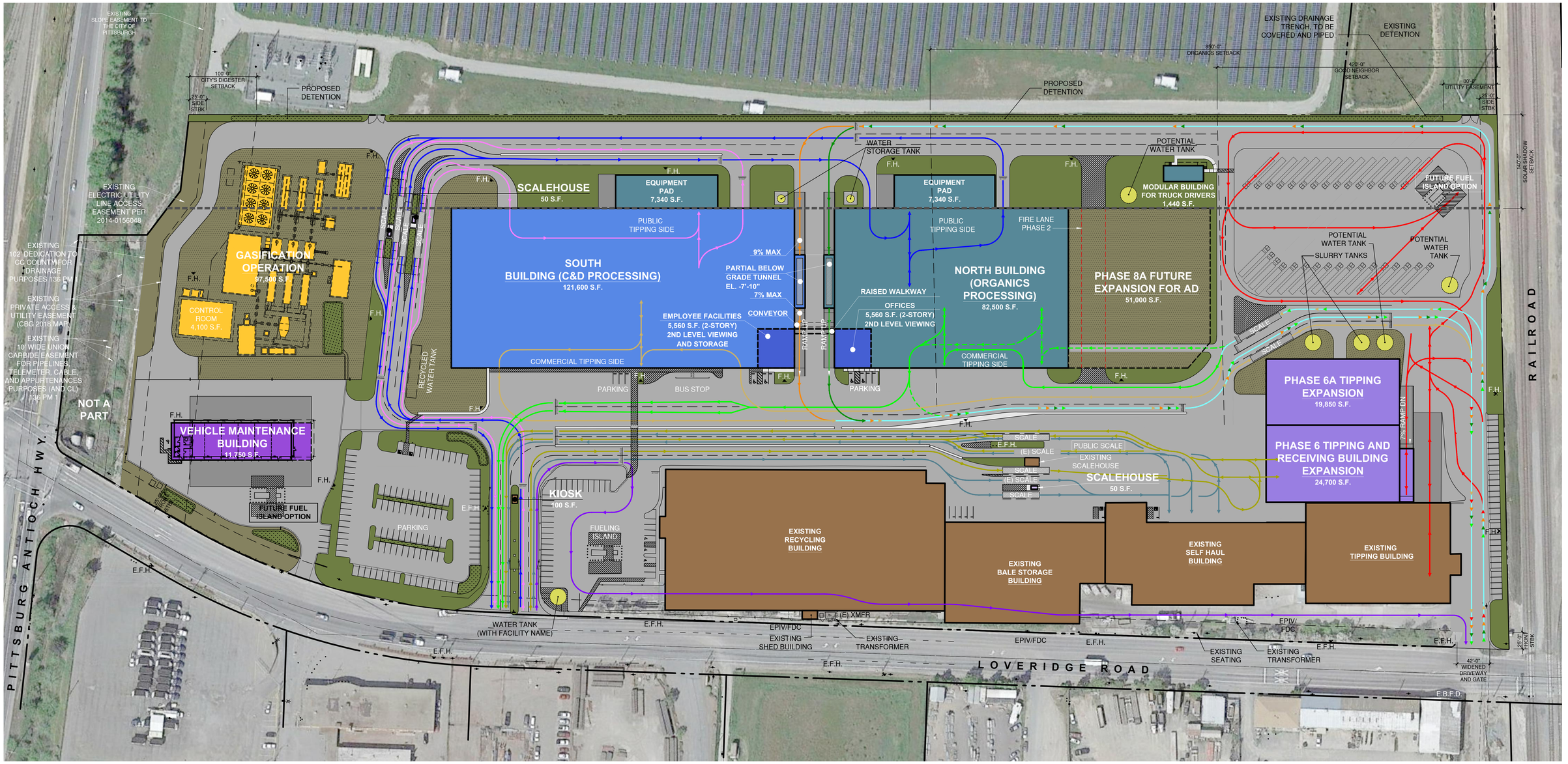

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- PROPOSED C & D PROCESSING BUILDING
- PROPOSED GASIFICATION OPERATION
- PROPOSED TIPPING AND RECEIVING BUILDING
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
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- STRIPING PER CITY STANDARDS
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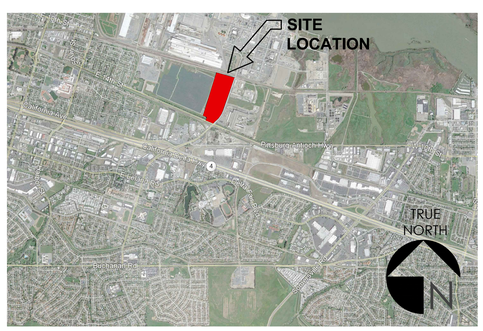
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH | TRUE NORTH

SITE PLAN - PHASE 6A

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Job No. 5552
08.16.2021

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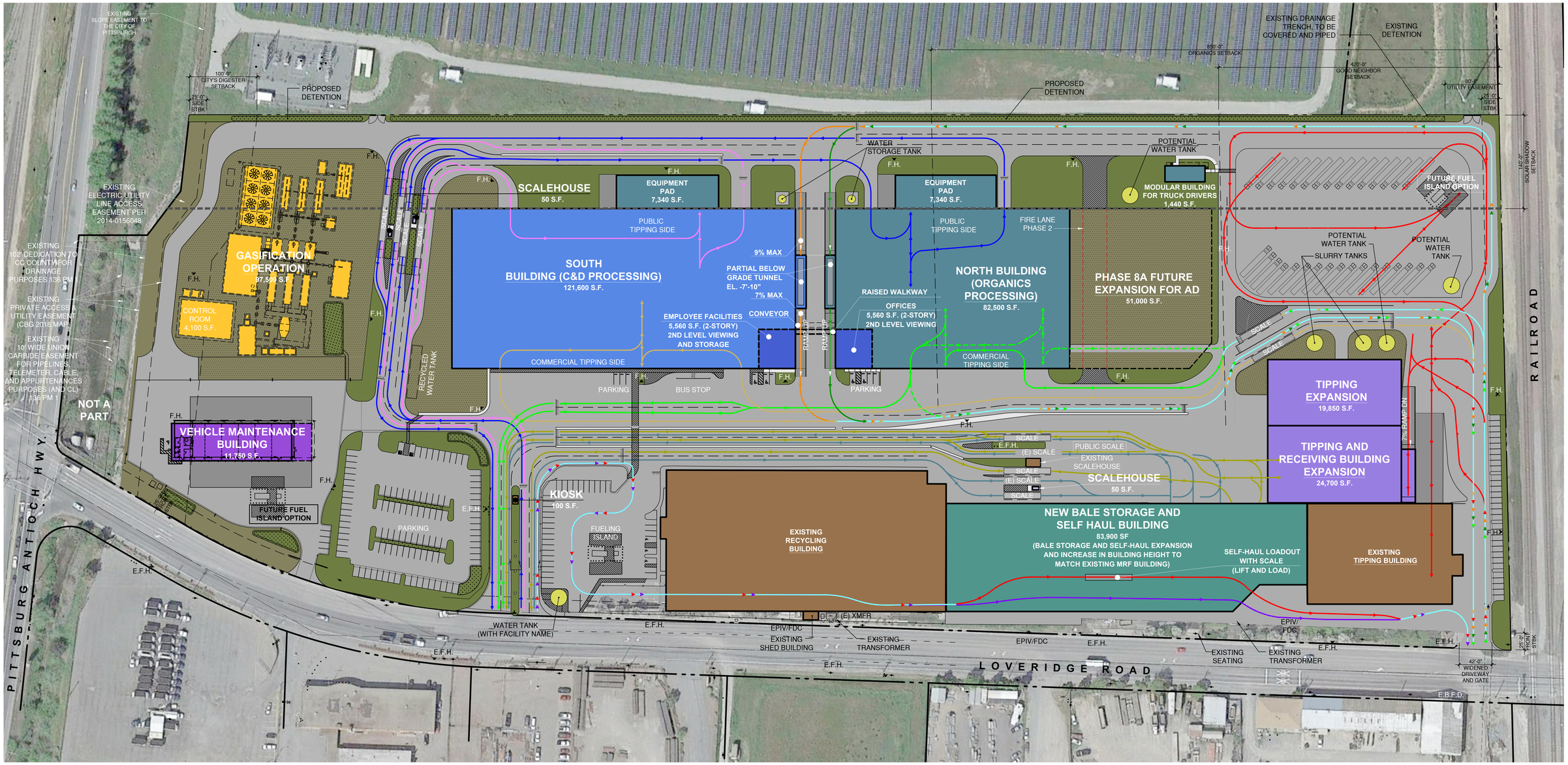

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- PROPOSED C & D PROCESSING BUILDING
- PROPOSED GASIFICATION OPERATION
- PROPOSED TIPPING AND RECEIVING BUILDING
- PROPOSED BALE STORAGE AND SELF HAUL EXPANSION
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
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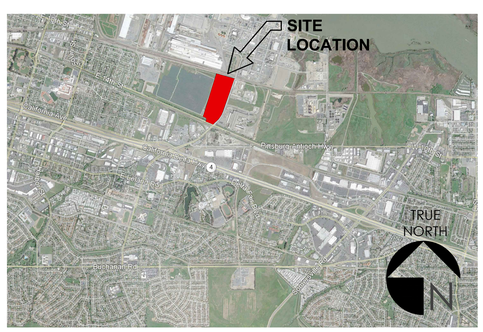
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH TRUE NORTH

SITE PLAN - PHASE 7

MDRRP
MATERIAL RECOVERY FACILITY AND TRANSFER STATION
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08.16.2021

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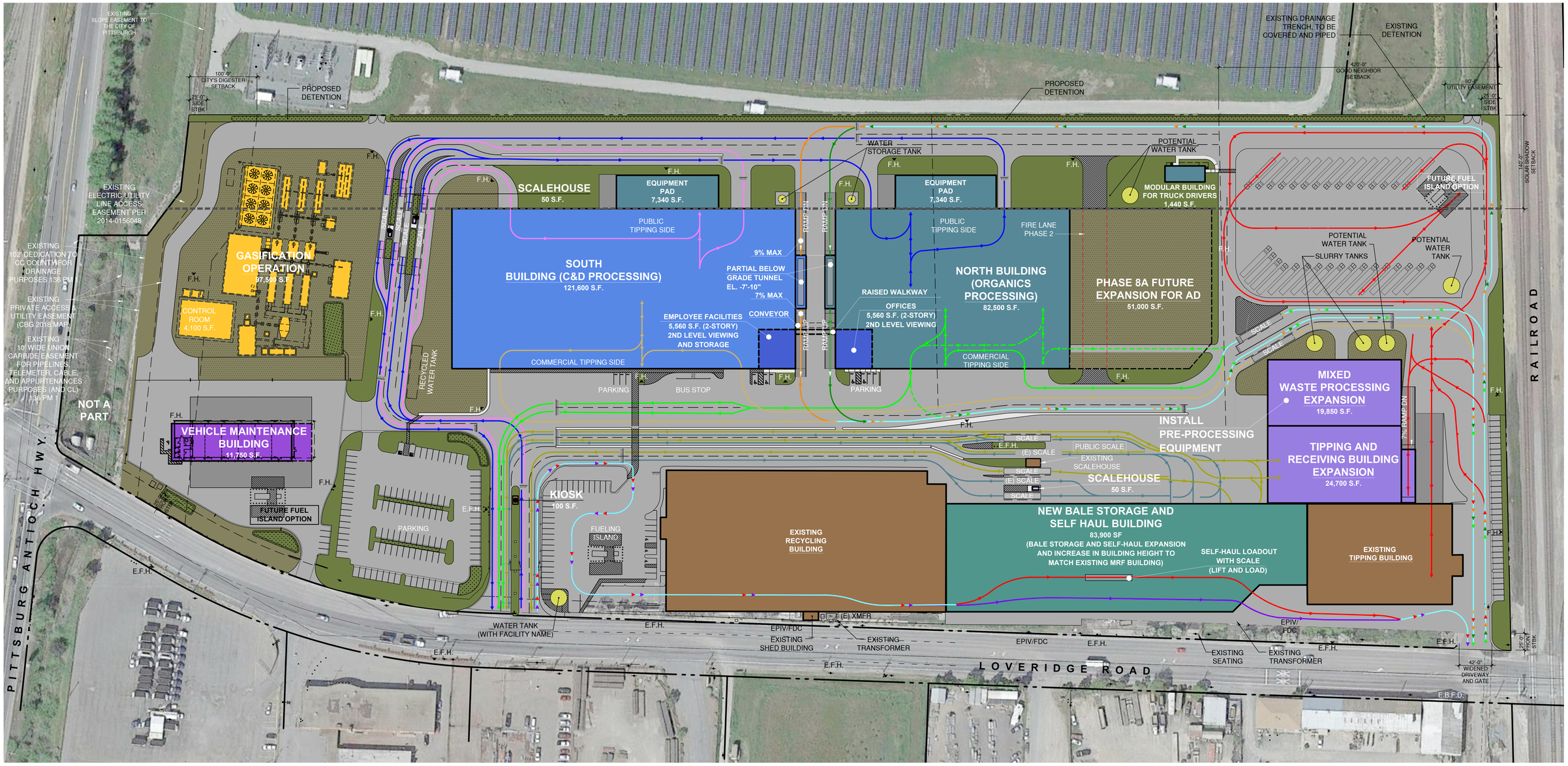

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- PROPOSED C & D PROCESSING BUILDING
- PROPOSED GASIFICATION OPERATION
- PROPOSED TIPPING AND RECEIVING BUILDING
- PROPOSED BALE STORAGE AND SELF HAUL EXPANSION
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
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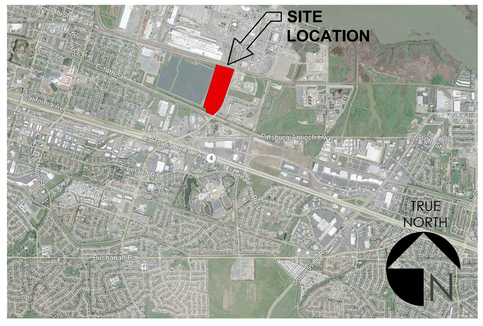
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH TRUE NORTH

SITE PLAN - PHASE 8

MDRRP
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1300 Loveridge Rd, Pittsburg, CA 94565

Job No. 5552
08.16.2021

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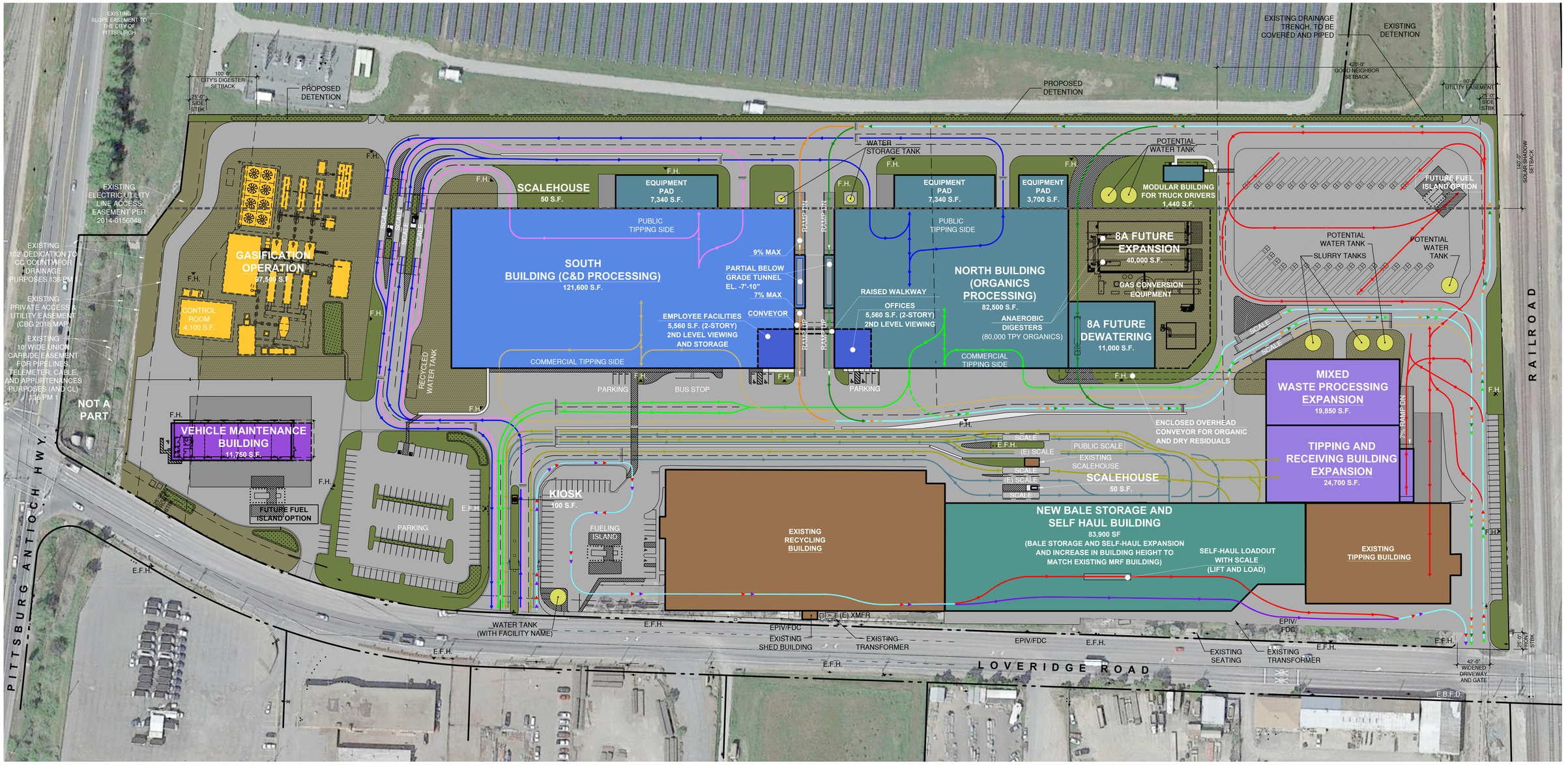

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- PROPOSED C & D PROCESSING BUILDING
- PROPOSED GASIFICATION OPERATION
- PROPOSED TIPPING AND RECEIVING BUILDING
- PROPOSED BALE STORAGE AND SELF HAUL EXPANSION
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE
- DECORATIVE CONC. PAVING

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- STRIPING PER CITY STANDARDS
- EXISTING ACCESSIBLE PARKING STALL SYMBOL
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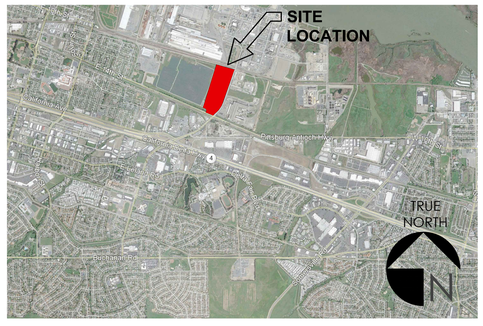
- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH TRUE NORTH

SITE PLAN - PHASE 8A

MDRRP
MATERIAL RECOVERY FACILITY AND TRANSFER STATION
1300 Loveridge Rd, Pittsburg, CA 94565

Job No. 5552
08.16.2021

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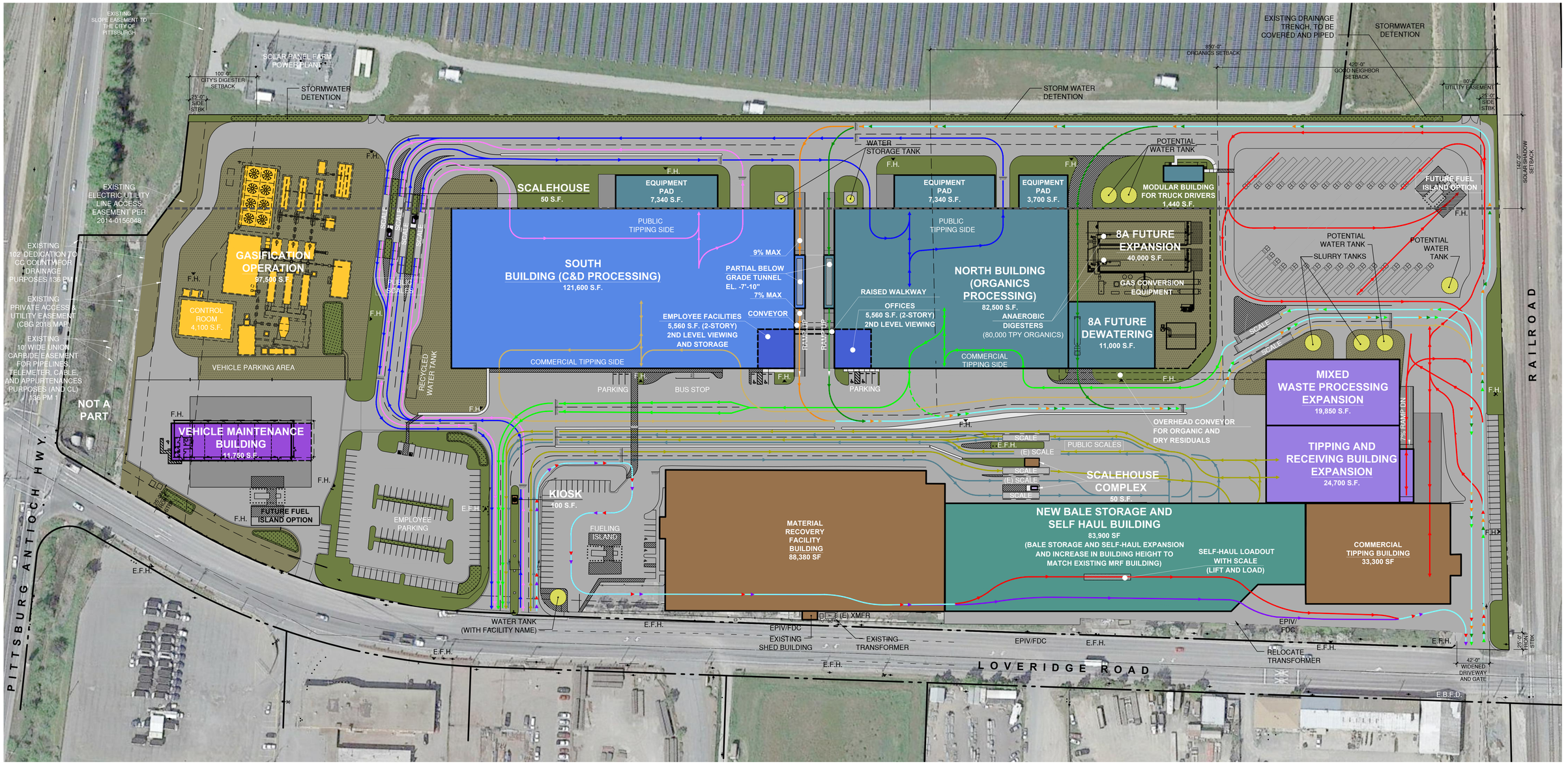

LEGEND

- EXISTING BUILDING
- MAINTENANCE BUILDING
- ORGANICS PROCESSING BUILDING
- C & D PROCESSING BUILDING
- PROPOSED GASIFICATION OPERATION
- PROPOSED TIPPING AND RECEIVING BUILDING
- PROPOSED BALE STORAGE AND SELF HAUL EXPANSION
- SCALEHOUSE
- LANDSCAPING
- WATER RETENTION
- DECOMPOSED GRANITE
- GRAVEL
- STRIPING
- VEHICULAR PAVING & DRIVE AISLE
- PROPOSED CONCRETE LOADOUT RAMP

SYMBOLS

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING CHAINLINK FENCE
- EXISTING WROUGHT IRON FENCE
- STRIPING PER CITY STANDARDS
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- E.F.H. EXISTING FIRE HYDRANT
- E.L. EXISTING LIGHT
- E.B. EXISTING BOLLARDS
- E.P.P. EXISTING POWER POLE
- (E) XMFR EXISTING TRANSFORMER

CIRCULATION LEGEND

- PUBLIC SOLID WASTE
- COMMERCIAL SOLID WASTE
- PUBLIC ORGANICS
- COMMERCIAL ORGANICS
- PUBLIC CONSTRUCTION & DEMOLITION (C & D)
- COMMERCIAL C & D
- TRANSFER TRAILER - SOLID WASTE
- TRANSFER TRAILER - ORGANICS
- TRANSFER TRAILER - C & D
- COMMERCIAL RECYCLABLES
- COMMON ROUTE

BUILDING AREA

PROPOSED IMPROVEMENTS		
PHASE 1	VEHICLE MAINTENANCE FACILITY	11,750 S.F.
PHASE 2	NORTH BUILDING (ORGANICS PROCESSING) (INCLUDING 2-STORY OFFICE AND EQUIPMENT PAD)	95,400 S.F.
PHASE 3 & 4	SOUTH BUILDING (C&D PROCESSING) (INCLUDING 2-STORY OFFICE AND EQUIPMENT PAD)	134,500 S.F.
PHASE 5	GASIFICATION OPERATION	97,500 S.F.
PHASE 6	EXPANSION TIPPING & RECEIVING (INCLUDING LOADOUT)	24,700 S.F.
PHASE 6A	MIXED WASTE EXPANSION FOR PROCESSING	19,850 S.F.
PHASE 7	EXISTING BALE STORAGE EXPANSION (REMOVED)	-34,214 S.F.
	EXISTING SELF HAU (REMOVED)	-35,480 S.F.
	SELF HAUL / BALE STORAGE EXPANSION	83,900 S.F.
PHASE 8	AD EXPANSION I-SHAPED	51,000 S.F.
	TOTAL SQUARE FOOTAGE ALL NEW BUILDINGS	440,900 S.F.
EXISTING BUILDINGS (TO REMAIN)		
	MATERIAL RECOVERY FACILITY	88,380 S.F.
	TIPPING BUILDING	33,300 S.F.
	TOTAL EXISTING	121,680 S.F.
FUTURE IMPROVEMENTS		
	TOTAL FUTURE	448,900 S.F.
	TOTAL BUILDING AREA	570,580 S.F.

SITE INFORMATION

ADDRESS:
1300 LOVERIDGE ROAD
PITTSBURG, CA 94565

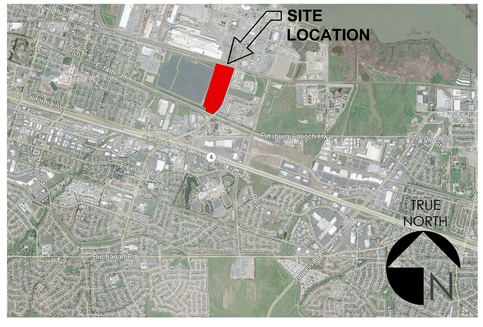
APN(S):
073-200-013, 014, 015, 027, 028, 029

GEN. PLAN / ZONING: IG - INDUSTRIAL BUSINESS PARK

SITE AREA:
36.11 ACRES

NEW IMPERVIOUS SURFACES: 16.8 ACRES

VICINITY MAP



JRMA ARCHITECTS ENGINEERS

Mt. Diablo Resource Recovery Park
reduce • reuse • recycle • respect • recover
A Garaventa Company

SCALE: 1"=60'-0"
0' 30' 60' 120' 240'

PROJECT NORTH
TRUE NORTH

MASTER SITE PLAN

MDRRP
MATERIAL RECOVERY FACILITY AND TRANSFER STATION
1300 Loveridge Rd, Pittsburg, CA 94565

Job No. 5552
08.16.2021

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MP

Phase **Description**

Phase 1: ***1600 Loveridge Road improvements including vehicle/equipment maintenance building and graveled lot to west (future gasification area)***

Perimeter road - graveled road (along entire west boundary of 1300 Loveridge and south side of 1600 Loveridge) with access via northeast gate of 1300 Loveridge Rd., up along north side of Parcel 3 of 1300 Loveridge to west boundary

Install fire hydrant locations on perimeter road as needed; final confirmations needed from MDRR engineering consultant.

Gravel future parking area for tractors and transfer trailer parking in northwest corner of Parcel 3.

Gravel area between transfer trailer gravel parking area and existing sloped drive aisle west of existing Tipping Building. This area can be used for staging/laydown activities and for parking for drivers and staging for tractor trailers.

Phase 2: ***1300 Loveridge Rd. improvements (existing Transfer Station (TS) and MRF complex) – North Building***

- **Rough grade of entire site, apart from existing C&D operations.**
- **Construct North Building (permanent organics processing operation), in one phase, inclusive of a two-story employee break room and staff offices (upstairs). Upstairs area will have an education center/viewing room that can double as meeting space. When Phase 3 is constructed, there will be a connecting bridge from the 2nd floor of the office building in the North Building to the second story of office building in the South Building for use by tour groups to view operations. An approximate 7,200 SF covered equipment area on the west will also be included. Total building footprint of 93,600 SF. This building will have a partially below grade, drive-through loadout area (top-load) on the south side of the building. Actual tenant improvements within the office building may be completed in a subsequent phase.**

  Transfer trailers for organics would enter via northeast gate of 1300 Loveridge Rd and proceed along the perimeter access road and make a left turn (eastbound) to enter the drive through loadout area. Trailers will be parked on a scale in the loadout area and thus won't require scaling out when leaving the loadout area.
- **Pave perimeter access road** from end of pavement near existing transfer trailer parking to point in which transfer trailers need to access loadout port for new North Building and also further along west side of Parcel 2 boundary connecting to the access road on west side of Parcel A (Phase 5). Complete related traffic improvements such as striping, stop signs, curbs, etc.
- **Pave portion of east side of North Building** to allow commercial organics vehicles to maneuver (exit) out of building
- Once the North Building is operable, public green/wood waste vehicles will utilize the existing scale complex (for the outdoor C&D and green/wood waste operations) and proceed

Phase **Description**

northwest towards the west perimeter road and turn right and proceed to the North Building entrance. Public vehicles will exit the North Building and reverse course along the west perimeter road and back to the scales to weigh out. The actual traffic flow pattern will change at the existing scale as inbound public vehicles will use the current outbound scales to weigh in and the current inbound scales will be used for weighing out. Vehicles will also ingress and egress through the main entrance intersection. The traffic pattern for the residential and commercial organics route trucks is described below.

- **Construct scale complex shown near west side of Phase 6A of Transfer Station expansion footprint for mixed waste processing**. The inbound scale will be used by residential and commercial organics route trucks and rolloff trucks once the North Building is operable. Commercial vehicles will enter and exit on the east side of the North Building. The northeast gate of the facility will be the site entry and exit point for the commercial vehicles.
  This inbound scale will eventually be used by the commercial C&D trucks once the C&D operations are moved into the South Building during Phase 3. The outbound scale can be used, if necessary, for weighing out (confirming weights) transfer trailers loaded out from the North and South Buildings.
- During the construction phase of the North Building, the existing traffic flow patterns for the public and commercial C&D and green/wood waste and transfer trailers will remain the same. All vehicles will use the current scales. Once construction is completed, the vehicle traffic patterns for the green/wood waste customers will change to what is noted in the previous two bullets.
- The public and commercial C&D customers will continue to utilize the existing scales as is during the construction of the North Building as no changes will be made to the outdoor C&D operations. The same is true for transfer trailers.

  Once the North Building is operable, though, the public C&D vehicles will utilize a similar traffic pattern as the public green/wood waste customers as described above. The only difference is once the public C&D customers proceed northwest to the west perimeter road they will turn left and proceed south to the outdoor C&D operations. These vehicles will reverse course along the west perimeter road and then make a right turn and rejoin with the public green/wood waste customers and proceed to the outbound scales to weigh out.

  Clean wood customers will tip at the existing C&D operation until a South Building is constructed.

- **Pave future parking area for tractors and transfer trailer parking in northwest corner of Parcel 3.**
- **Install parking spaces on east side of building for accessing office entry.**
- **Install water storage tank near loadout for water capture and reuse.**
- **Install fire hydrant locations on perimeter of building as needed; final confirmations needed from MDRR engineering consultant.**

Phase **Description**

Operational Assumptions:

Use the footprint for future South Building expansion (Phase 3 and part of Phase 4 C&D operation) and area north of proposed north building (Phase 8 Digestion operation) as lay down areas for construction of the North Building.

Move existing employee parking and rolloff storage, displaced by construction of the North Building, to the graveled lot on the 1600 Loveridge property (Phase 5 area).

Modular building(s) for employee breakrooms to support staff at green waste and C&D ops. will be needed.

Green/wood waste and C&D operations continue as is, but with changes to the traffic patterns as previously described.

Once the North Building is complete, then shut down of the outdoor green/wood waste operation will occur and move into the building. Grinding will continue to occur outdoors either at the C&D operation and/or in an area to the south of the North Building.

If applicable, eliminate any modular employee break room for green waste employees as they will use break room on 1st floor of new office area in North Building.

Relocate staff from existing Recycling and Self-Haul buildings to new offices on 2nd floor of office building in new North Building.

Once North Building is complete, start using northwest gravel lot for tractor and transfer trailer parking.

Phase 2A: ***1300 Loveridge improvements (existing TS and MRF complex) – Installation of Pre-Processing Equipment into North Building***

- **Install organics pre-processing equipment for residential and/or commercially collected materials to meet compost market specs.**
- **Install air infiltration equipment area.**
- **Install potential water storage tank west of the future Phase 8A to allow for location of water truck filling.**

Operational Assumptions:

Keep temporary employee parking on the 1600 Loveridge property. Keep rolloff storage in graveled lot on 1600 Loveridge property.

Use future Phase 8A (AD operation) area for staging/laydown for construction.

Use of future Phase 6A can also be used for parking for drivers and staging for tractor trailers.

Phase 3: ***1300 Loveridge improvements (existing TS and MRF complex) - South Building***

- **Construct South Building (C&D), inclusive of a two-story employee break room and education center viewing room (2nd floor); total building footprint of 130,400 SF. This**

Phase **Description**

building will have a partially below grade, drive-through loadout area (top-load) on the north side of the building. Transfer trailers for C&D would enter via northeast gate of 1300 Loveridge Rd. and proceed along the perimeter access road and make a left turn (eastbound) to enter the drive through loadout area. Trailers will be parked on a scale in the loadout area and thus won't require scaling out when leaving the loadout area.

- **Pave portions of access roads between building and west perimeter access road** allow for two -way traffic for public C&D customers and for transfer trailer access to loadout port for C&D building. Complete related traffic improvements such as striping, stop signs, curbs, etc. along west perimeter road.
- **Construct new public scale complex for organics and C&D self haul customers with two inbound and two outbound lanes.** This will further constrain the footprint for the existing, outdoor C&D operation, however, if needed this operation can be relocated to the previous location of the outdoor green waste operation. This may also need to be the case if self haul customers delivering brushy or woody materials are tipped near the C&D operation so the material can be ground; this would be an alternative to bringing such customers inside the North Building. To the extent feasible, existing onsite 70' scales (at existing scale complex and outbound transfer trailer scale) will be repurposed and used in this permanent scale complex.
- **Make improvements (add new inbound and outbound scale) to main scale complex for solid waste customers.**
- **Gravel lot for future new employee parking lot near main entrance.**
- **Construct small information kiosk in traffic island between inbound and outbound lanes at main entrance.** A traffic director will be assigned here to address customer directional questions.
- **Install air infiltration equipment area.**
- **Install water storage tank for water capture and reuse.**
- **Install parking spaces on east side of building for accessing office entry and providing a bus parking area for visiting educational tours.**
- **Install fire hydrant locations on perimeter of building as needed; final confirmations needed from MDRR engineering consultant.**

Operational Assumptions:

Use footprint for future Phase 5 (1600 Loveridge Road) or Phase 8A of North Building as lay down area for construction of the South Building. These areas can also be used for parking for drivers and staging for tractor trailers.

Keep temporary employee parking on the 1600 Loveridge property. Keep rolloff storage in graveled lot on 1600 Loveridge property.

Continue C&D operations as is, including customers (self haul, and commercial) using temporary scale complex scales, during construction of the South Building.

Move the C&D operations into the South Building once complete.

Phase **Description**

Remove modular building for employee breakroom to support C&D ops. once the C&D operation is relocated into the South Building. At this point will need an electric powered processing system for grinding and screening wood waste materials in the South Building.

Use existing temp. scale house complex in drive aisle along west side of South Building for public C&D customers until the new public scale complex for organics and C&D is completed.

Phase 3A: ***1300 Loveridge improvements (existing TS and MRF complex) – Install New C&D Processing Equipment***

- **Install new C&D processing equipment into the South building.**
- **Install water tanks in transfer trailer parking area and at main facility entrance.** Water tank (stainless steel) at main entrance would also be wrapped with facility name/logo.
- **Consider installing a fuel island in the northwest corner of paved truck parking lot.**
- **Construct new employee parking lot near main entrance**. Ideally access for this parking lot would be thru 1600 Loveridge and not the main entrance.

Operational Assumptions:

Keep temporary employee parking and rolloff storage on the 1600 Loveridge property graveled lot until the new employee parking lot is completed.

Remove existing C&D processing equipment to make way for new equipment. Wood waste could be processed in the North Building if an electric grinder is available.

Use future Phase 4A (South Building expansion) area for staging/laydown for construction. This area can also be used for parking for drivers and staging for tractor trailers if needed.

Phase 4: ***1300 Loveridge improvements (existing TS and MRF complex) – South Building Equipment expansion (for C&D processing operations)***

- **Retrofit new C&D processing equipment if needed for expanded volumes.**

Operational Assumptions:

Use future Phase 8A (AD operation) area, or future Phase 5 (Gasification operation) area for staging/laydown for construction.

Move rolloff storage to future Phase 8A area.

Modify C&D processing operations if conducting a retrofit.

Phase 5: ***1300 Loveridge improvements (existing TS and MRF complex) – Install Gasification Operation***

- **Install gasification equipment and test operation.**
- **Consider installing new fuel island and/or potential charging stations if transfer fleet is electrified.**

Phase **Description**

Operational Assumptions:

May have to temporarily relocate some tractor trailers to other parking places onsite while paving of lot occurs.

Staging and laydown for the installation of the gasification system will have to occur in close proximity to the operation.

Phase 6: ***1300 Loveridge improvements (existing TS and MRF complex) – Transfer Station Tipping Area Initial Expansion***

- **Construct initial phase of Transfer Station Building expansion for tipping only**. This includes construction of the back-in tunnel and loadout port on the north side of the expansion.
- **Install pavement on south side of expansion**.

Operational Assumptions:

Use future Phase 6A and gravel area between transfer trailer parking area and existing sloped drive aisle west of existing Tipping Building for staging/laydown activities. Future Phase 8A area may also be used for staging/laydown. These areas can also be used for parking for drivers and staging for tractor trailers.

Some solid waste route trucks may be temporarily redirected to the self-haul tipping area.

Once gasification operation is fully operation then processed wood waste materials will be hauled/transferred from the South Building to this new operation.

Phase 6A: ***1300 Loveridge improvements (existing TS and MRF complex) – Transfer Station Tipping Area Final Expansion***

- **Construct second phase of Transfer Station Building expansion for future installation of mixed waste processing equipment.**

Operational Assumptions:

Use gravel area for Phase 8A for staging/laydown. This area can also be used for parking for drivers and staging for tractor trailers.

Phase 7: ***1300 Loveridge improvements (existing TS and MRF complex) – Bale Storage and Self Haul Building***

Construct new building, or phased construction of a building, to house bale storage area and expanded self haul tipping area. New building will be same clear height as MRF processing building. Construction will also include adding a new self-haul loadout area (lift and load) off the back side (east) of the building. For example, the bale storage portion of the building may be constructed first and possibly included as part of an earlier phase such as Phase 2.

Phase **Description**

Operational Assumptions:

New building construction will have to be phased to limit impact to existing bale storage and self-haul tipping operations. For example, one half of the building can be constructed (e.g., the bale storage area) at a time. When the first half of the building is completed, operations can be flipped from the old area into the new area. Likely will require some outdoor storage of bales and/or placement of trailers for temp. storage of bales. Bales can also be tarped.

Some self haul loads may require tipping in the commercial tipping area of the expanded Transfer Station.

Future Phase 8A area will be the primary area used for staging/laydown for construction.

Phase 8: ***1300 Loveridge improvements (existing TS and MRF complex) - Install Mixed Waste Processing Equipment***

- **Installation of mixed waste processing equipment in the designated area of the expanded transfer station.**

Operational Assumptions:

There may be limited staging and laydown area in the immediate vicinity of the operation.

Phase 8A: ***1300 Loveridge improvements (existing TS and MRF complex) – Install Anaerobic Digestion (AD) System and Pre-Processing Equipment***

- **Installation of anaerobic digesters, up to two, and necessary pre-processing equipment to produce slurry.** The existing organics pre-processing system will likely be modified (e.g., add shredders, slurry tanks, etc.) as necessary to handle source separated organic materials and organics recovered from the mixed waste processing system. An overhead conveyor system will also be added to move the recovered organics materials (from the mixed waste processing system) to the North Building pre-processing system area. An eco- wall, 30-ft' high will also be constructed around the operation to shield the operations; the operation will not be covered per code requirements.

Operational Assumptions:

Construction staging and laydown will have to occur in the immediate vicinity of the operation.

Phase 8A – Alternate: ***1300 Loveridge improvements (existing TS and MRF complex) – Additional Expansion of the North Building***

- **This alternative assumes the AD system is not installed. The North Building would simply be expanded with some potential for modifications to the existing pre-processing system if needed for compost processors.**

Operational Assumptions:

Construction staging and laydown will have to occur in the immediate vicinity of the operation.

Attachment 6
Map of Surrounding Uses
Mount Diablo Resource Recovery Park, AP-21-1553 (UP, DR, DA)

Project Site **Residential** **Commercial** **Industrial** **Park** **Other**

Attachment 7
Property Development Regulations Table

MDRRP Enhancements Project, AP-21-1553 (UP, DR, DA)

Development Regulations: *Overlay District, Ordinance No.04-1214*	**IL-O Requirement:**	**IG Requirement**	**Proposed Project:**
Max. Height	50 ft.	50 ft	50.5 ft.
Max. FAR	.8	.8	.36
Max. Lot Coverage	60%	60%	36%
Min. Lot Area	10,000 sq. ft.	20,000 sq. ft.	1,569,417 sq. ft.
Min. Lot Width	70 ft.	100 ft.	533 ft.
Min./Avg. Front Yard Setback	25 ft.	25 ft.	>25 ft.
Min. Side Setback	-	-	50 ft.
Min. Rear Setback	-	-	26 ft.
Min. Site Landscaping	10%	10%	13%

Attachment 8
Applicable Development Review Design Guidelines
MDRRP Enhancement Project, AP-21-1553 (UP, DR, DA)

Design Review Guidelines Section IV. Commercial/Industrial	Meets Guideline?
IV.a: Parking areas should be screened from view from any public right-of-way. Parking areas should be broken up to eliminate vast areas of parking especially along street frontages.	**Yes.** Landscaping will be provided to screen the relocated parking area at the southern portion of the site.
IV.b: Provisions should be made for permanent shopping cart corrals in retail shopping centers.	**Not applicable.** The project does not involve a retail shopping center.
IV.c: Existing trees on site should be incorporated into the project site design, unless waived by the City Planner or Planning Commission.	**Yes.**
IV.d: Developer should elect, at least, one of the schemes provided in Appendix #1 for screening all utility box transformers, backflow preventers, meters, and junction boxes.	**Conditionally.** A condition has been added that would require compliance with this guideline.
IV.e: Projects with many buildings (greater than three) should have a variety of building sizes and masses.	**Yes.** Ten new structures are proposed, with the design of each building reflecting the operational requirements of the facility. The building design is intended to create a corporate campus character to the facility. The architecture achieves this goal in unifying the diverse activities on the project site, through the building massing and design.
IV.f: Continuous horizontal roof lines should be broken up whenever possible. An expanse should not exceed 50 feet in length unless architecture or size dictate a greater expanse.	**Yes.** Given the industrial architecture, large building size and significant massing of each building, strict adherence to this guideline would not be practical.
IV.g: Building entries should be designed as a focal point. They should be designed to set the theme or be the primary feature of the building or commercial center.	**Yes.** The building entries are highlighted by the building materials.

IV.h: Building elevations visible from public rights-of-way should be addressed in design review and treated appropriately.	**Yes.** Three existing attached buildings define Loveridge Road frontage and reflect the character of the central and original building which includes a corrugated metal facade. This character will be retained along the Loveridge Road Frontage in the Master Plan.
IV.i: A free-standing structure within an existing commercial or industrial center should be architecturally compatible with the center, including but not limited to materials, colors, and architectural elements.	**Yes.** The building form, colors and material would be compatible with the existing structures including the Recyclables Processing Building and the Transfer Processing Facility.
IV.j: All roof mounted equipment should be screened completely from view from all public rights-of-way. A site-line study may be necessary to determine appropriate screening method.	**Yes**. All roof equipment would be screened by the building parapets.
IV.k: All structures including, but not limited to, 'tilt-up' type structures, should have structural reliefs and articulated entries.	**Yes.** The new buildings are designed to use color and materials to provide structural relief and to articulate entries.
IV.l: Exterior fire escapes, stairs and other appurtenances should be designed or treated as integral parts of the building façade.	**Not Applicable.** There are no exterior stairs or other appurtenances.
IV.m: Downspouts should be designed into the façade of the building the color and materials palette unless architecturally treated.	**Yes.** Downspouts are incorporated into the architecture.
IV.n: Add murals, lattice or some other space-frame type treatment to blank walls visible from public view.	**Yes**. The use of color and materials would visually break up the building mass of large buildings.
IV.o: Prototype or 'theme' architecture is discouraged.	**Yes.** The architecture reflects the industrial character of the surrounding area.
IV.p: New or remodeled buildings should be designed to be compatible in design, color and materials with adjacent development.	**Yes.** The color and materials palette would unify both the existing and future buildings on the project site to visually create a corporate campus.
IV.q: The street-oriented elevations shall be designed so as not to present the appearance of a rear elevation.	**Yes.** As noted above, under IV.h, the character of the existing building elevations on Loveridge Road would be retained.
IV.r: Trash enclosures should include area for collection of recyclables (i.e. space for two 90-gallon containers minimum).	**Yes.** This is a Recycling Facility and recyclables are handled in the Mt Diablo Recycling Facility Building.

Green Building Design Guidelines Section VI.D Commercial/Industrial	
VI.D.1: Roofs should be designed to integrate renewable energy systems and provide a cool urban environment.	**Yes**. The buildings are designed so that solar panels could be added to the building roofs when practicable.
VI.D.2: Urban heat island impacts should be minimized.	**Not applicable.** No new parking areas are required/proposed with this project.
VI.D.3: Hardscapes should be constructed with permeable surfaces. Impermeable surfaces may be used if they direct all runoff toward an appropriate permanent infiltration feature.	**Yes.** The project is designed consistent with low impact development standards.
VI.D.4: Design choices should incorporate or prepare for electric vehicle charging or used vegetable oil fueling infrastructure.	**Not Applicable.**
VI.D.5: Fuel cell technology should be considered where other renewables are infeasible.	**Not Applicable.** This is a Recycling and Waste Processing Facility with the goal of diverting solid waste from landfills and meeting state recycling goals.
VI.D.6: Reclaimed water should be used for as much non-potable water uses as feasible and practical.	**Yes.** The project site includes a dedicated recycled water line.
VI.D.7: Large commercial and institutional facilities that are anticipated to employ more than 50 employees should consider providing on-site shops and services for those employees.	**Not Applicable.** This is a heavy industrial facility. Due to the nature of the site, this guideline cannot be feasibly and/or safely implemented.
VI.D.8: Street side building faces should encourage walking.	**Not Applicable.** The buildings would be set behind a fence to protect the facilities. The landscaping along the Loveridge Road frontage does not include a sidewalk due to the industrial character of this road and the proximity to the Pittsburg Antioch Highway which is a major thoroughfare.
VI.D.9: Secure bicycle parking facilities should be provided for at least 10 percent of expected peak hour trips.	**Conditionally.** A proposed condition of approval would require the applicant install parking for nine bicycles.

CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT

ITEM: **No. 3 - Mt. Diablo Resource Recovery Park, AP-10-712 (UP, DR).**

ORIGINATED BY: Contra Costa Waste Services, Inc., 1300 Loveridge Road, Pittsburg, CA 94565

SUBJECT: This is a public hearing on a request for: 1) approval of a use permit for the operational expansion and reorganization of the existing Mt Diablo Recycling Facility (MDRF) and the Recycling Center and Transfer Station (RCTS) on a 36-acre site, and 2) design review approval of plans to construct a new approximate 18,000 square foot building and site improvements for an onsite truck maintenance facility. The expanded and reorganized facility would be renamed as the Mt Diablo Resource Recovery Park (MDRRP). The Commission is also being asked to consider the Final Environmental Impact Report (EIR) prepared for the project. The project site is located at 1300 Loveridge Road. The western portion of the property is the IG (General Industrial) District and the eastern portion of the property is within the IL (Limited Industrial) District. Assessor's Parcel Numbers 073-200-013, 073-200-014, 073-200-015, 073-200-024, and a portion of 073-200-023.

RECOMMENDATION:

Staff recommends that the Commission review and consider the proposed project plans along with the Draft and Final EIR for the project, and then adopt: 1) Resolution No. 10001 certifying the EIR and adopting findings, a statement of overriding considerations and a Mitigation Monitoring and Reporting Program (MMRP); and 2) Resolution No. 10002 approving Use Permit and Design Review Application No. 10-712, subject to conditions.

BACKGROUND:

The Mt Diablo facility was first approved by the City of Pittsburg in 1995 and has been operational since that time. It has received several additional approvals (summarized below) related to an expansion of services provided, or related to an increase in the approved capacity of the facility. The current application, also described below, seeks to expand and consolidate the services on the site under one entity with a single permit.

On March 6, 1995, the City Council adopted Resolutions Nos. 95-8143, 95-8144, and 95-8145, approving the initial use permit, a variance and design review of architectural plans (respectively) for the Recycling Center and Transfer Station (RCTS), on a 17.5 acre site located at 1300 Loveridge Road. Prior to that approval, the City Council adopted Resolutions Nos. 95-8134 and 95-8142, certifying the Final Environmental Impact Report (EIR) and adopting mandatory findings of significant environmental impacts and mitigation measures for the project (respectively).

On December 18, 1995, the City Council approved Resolution No. 96-8150, authorizing an agreement that allowed the recycling center and transfer station to begin operation.

On March 27, 2007, the Planning Commission adopted Resolution Nos. 9691 and 9692 approving a new use permit and design review application to locate the Mt. Diablo Recycling Facility (MDRF) on the existing RCTS site. The MDRF was approved to share the same site as the RCTS; however, both facilities operate independently under separate State-granted permits through the Integrated Waste Management Board which permits the RCTS facility and the State Department of Conservation which permits the MDRF.

On April 22, 2008, the Planning Commission adopted Resolution No. 9755, approving another use permit and design review application, establishing a mixed construction and demolition (Mixed C&D) recycling facility, including a green material processing operations area, on a 6.52-acre portion of the RCTS site (the Mixed C&D facility is considered to be under the Integrated Waste Management permit). Conditions of approval for the RCTS and the MDRF were carried forward to the subsequent approvals.

On January 12, 2010, the Planning Commission adopted Resolution No. 9822 modifying the use permit for MDRF in order to expand the maximum amount of material that could be processed per day, expand hours of operation and the number of employees working at the facility.

On August 23, 2010, the current application was filed requesting a subsequent use permit modification in order to bring the current solid waste and recycling operations at the RCTS, the MDRF and the Mixed C&D facilities under a single entity referred to as the Mt. Diablo Resource Recovery Park (MDRRP). The proposal also included an increase in the total amount of materials processed per day at all three facilities from 2,200 tons per day (TPD), to a total of 5,500 TPD; establishment of a new commercial recycling and organic processing programs for residential and commercial food wastes; construction of a biomass gasification unit to process clean wood waste into energy for on-site use; and as a possible future phase of the project, a rail haul option for waste transportation purposes. On August 5, 2013, the applicant filed a modification to the use permit application in order to add an additional 18.5 acres to the original proposal (bringing the total project area to 37 acres).

On September 9, 2014, the applicant filed another modification to their use permit application in order to relocate an existing truck maintenance facility from its current location east of the project site, across Loveridge Road, to the southernmost portion of the MDRRP site. The relocated facility would require construction of a new 18,000 square foot building to store and maintain trucks associated with the operation.

On May 14, 2015, the applicant submitted a letter and revised site plan (Attachment 4) indicating their desire to relocate the proposed Biomass Gasification Unit to the southern portion of the site, the materials and organics processing operations to the

center of the site, and the employee parking to an area along Loveridge Road (previously designated for organics processing), in order to address concerns related to odors and debris that had been raised by their neighbors to the north, west and east. The revised site design would not only address nuisance concerns, but would also result in a more aesthetically pleasing frontage along Loveridge Road and would accommodate better onsite circulation, as it would provide additional internal space for vehicle queuing. In response to this request, staff had the environmental consultant review the revised proposal for consistency with the Draft EIR analysis. The consultant found that the applicant initiated changes would not result in any new environmental impacts not already addressed in the EIR, and therefore no further analysis would be required in order to incorporate the proposed changes. A memo summarizing these findings is attached to this report.

PROJECT DESCRIPTION:

Existing Conditions: The project site is located within the City of Pittsburg, west of Loveridge Road and north of the Pittsburg-Antioch Highway, and just south of the Burlington Northern and Santa Fe (BNSF) railroad. The 37-acre project site encompasses the existing facility (17.5 acres) plus 18.5 acres located west and south of the existing facility. A portion of the project site (approximately 17.5 acres) is currently developed as the MDRF, the RCTS, and the Mixed C&D (including the green material processing) facility, all collectively described as the “existing facility”.

The surrounding uses are industrial in character. Northwest of the project site, across the BNSF railroad tracks, is an industrial facility operated by USS-Posco Industries which manufactures sheets of rolled steel, and also the Dow Chemical Facility which manufactures primarily agricultural and pest-control chemicals. East of the site, across Loveridge Road are a vacant parcel, and two other large industrial facilities. West of the site is the Columbia Solar Energy project, which is currently under construction. The southern boundary of the Project site is bordered by the Pittsburg-Antioch Highway and a Union Pacific Railroad spur beyond. There is an existing residential neighborhood approximately one-half mile west of the project site. The nearest undeveloped residentially designated area is a 4.4-acre medium density residential site that is located approximately 1,500 feet southwest of the project site.

The existing buildings on the project site consist of two large interconnected industrial buildings immediately adjacent to Loveridge Road which have a total floor area of 190,804 square feet. Just south of these buildings is the main parking area, which is accessed by a private roadway that connects with Loveridge Road.

A complete description of the existing facilities and operations is contained in the Draft EIR, Project Description (pages 2.0-1 through 2.0-45).

Proposed Project: The main intent of this application is to upgrade and improve the existing facility to serve as the regional recycling facility for eastern and central Contra Costa County. The goal is also to assist the City of Pittsburg and Contra Costa County

in reducing greenhouse gas emissions in accordance with state mandates related to diversion of solid waste from landfills and statewide recycling goals.

As stated above, the project applicant is seeking approval to bring the current solid waste and recycling operations at the RCTS, the MDRF and the Mixed C&D facilities under a single entity referred to as the Mt Diablo Resource Recovery Park (MDRRP). The proposed project would increase the total amount of materials processed per day at all three facilities from 2,200 TPD, to a total of 5,500 TPD and would add 18.5 acres to the existing site for parking, commodity storage, new commercial recycling and organic processing programs for residential and commercial food wastes, and relocation of the truck maintenance facility and yard, which would include an 18,000 square foot structure in the southeastern portion of the project site (former GWF Power Systems Facility).

The proposal also includes as potential future phases, a possible rail haul option for waste transportation purposes, and construction of a Biomass Gasification Unit to process clean wood waste into energy for on-site use. According to the revised site plan submitted by the applicant on May 14, 2015, the Biomass Gasification Unit would be located immediately north of the new truck maintenance facility and the existing organics processing area would be relocated (and expanded) from its current location adjacent to Loveridge Road, to a new location on the western portion of the site. Relocation of the biomass unit to the southern portion of the site, places it further away from existing offices to the north, thereby minimizing the potential for and odor impacts on neighboring properties.

In addition, after this future relocation, the area immediately northeast of the new truck maintenance facility (adjacent to Loveridge Road) would be utilized for employee parking, and the material processing area would be moved to the center of the site, immediately west of the existing building. The proposed relocation of the materials and organics processing operations to the center and western portions of the site enables the existing building to act as a buffer for any dust and debris that would travel east due to the prevailing winds in the area. All other undeveloped areas on the site would be used for internal circulation and commodity, vehicle and equipment storage.

The truck maintenance facility located at the southern portion of the site, has been identified as “SEG Trucking” on the project plans. The proposed SEG Trucking facility would be used solely for the repair and maintenance of the facility’s approximately 60 commercial and residential refuse trucks, as well as RCTS and MDRF equipment. Improvements associated with the facility would include one new 30-foot tall, 18,000 square foot structure comprised of a 15,600 square foot workshop space and a 2,400 square foot office and storage area, with 2,000 square feet of open air canopies on the eastern side of the building. The new building would be a pre-engineered metal structure. The roof and walls would consist of prefinished metal panels with colors to match the existing buildings on the project site. The roof would be a dark green color, the walls a medium beige with terra cotta accents. Site improvements surrounding this new structure would include a new truck wash area, a relocated fuel island (to be

moved from the existing MDRF main parking area) and parking for 47 trucks, 41 regular sized vehicles and six (6) bicycles. This building and surrounding site improvements would be located at the southeastern portion of the project site at the corner of Loveridge Road and the Pittsburg-Antioch Highway, with primary vehicular access coming from the existing main project entrance to the MDRRP site.

The location and general operational details for the potential future rail haul option have been included in the EIR; however, no project specific design plans have been submitted to date. Since the design of associated rail improvements are unknown at this time, staff would need to review plans at a later date, when the option is exercised, in order to determine whether or not any subsequent discretionary review would be necessary.

For more details on the complete project description, please see the Draft EIR (pages 2.0-1 through 2.0-40) and the Proposed Site Plan, Revised May 7, 2015 (Attachment 6).

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The City of Pittsburg General Plan identifies the project site as Industrial, which permits manufacturing, wholesale, warehousing and distribution, commercial and business services, research and development, agricultural, food and drug, industrial processing and storage uses. The proposed expansion of the existing use and addition of the SEG Trucking facility and Biomass Gasification Unit would be consistent with this land use designation, and would be consistent with the Loveridge sub-area Goal 2-G-15, to maintain industrial activities in appropriate, designated areas. In addition, the proposed project to increase the capacity of recyclable materials at the existing plant is consistent with General Plan Goal 11-G-6, and Policy 11-P-19, to reduce the amount of solid waste generated in the City through intensification of recycling efforts.

Zoning: The eastern (approximate) half of the project site is zoned IG (General Industrial) District, and western portion is zoned IL (Limited Industrial) District. The IL district is intended to provide opportunities for service-oriented commercial and limited industrial uses in transitional areas, between heavy industry and commercial or residential land uses. The IG district is intended to provide sites for intense industrial uses on large sites adjacent to existing heavy industrial uses. Large recycling facilities, such as the proposed project, require a use permit within the both the IG and IL Districts.

Standards for Large Recycling Facilities: The project proposal would continue to be consistent with the standards for approval of a use permit for a large Recycling Facility that are set forth in PMC section 18.84.575 (C), as described below:

1. The facility would be at least 150 feet from property zoned or planned for residential use.
2. The facility would be screened from public view by operating in an enclosed building or behind dense landscaping or fencing.

3. Yards and landscaping requirements would comply with those provided for the zoning district in which the facility is located.
4. All exterior storage of material would be in sturdy containers which are covered, secured and maintained in good condition. Oil storage containers would be subject to approval by the Chief Building Official and Contra Costa County Fire Protection District. No storage, excluding truck trailers and overseas containers, would be visible above the height of the fencing or other screening.
5. The site would be maintained free of litter and any other undesirable materials, and would be cleaned of loose debris on a daily basis.
6. Noise levels would not exceed 60 dBA as measured at the property line of residentially zoned property, or otherwise not exceed 70 dBA.
7. The facility would not be located within 500 feet of property zoned, planned or occupied for residential use.
8. No containers would be provided for after-hours donation of recyclable materials (newspaper, cardboard, aluminum cans, etc.).
9. Donation areas would be kept free of litter and any other undesirable material, and the containers would be clearly marked to identify the type of material that may be deposited. The facility would also display a notice stating that no material may be left outside the recycling containers.
10. The facility would be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs would meet the standards of the use. Directional signs, bearing no advertising message, would be installed subject to approval by the Planning Division.
11. Power-driven processing, including aluminum foil and can compacting, plastic shredding, or other light processing activities, may be used as necessary for efficient temporary storage and shipment of material.

Parking: PMC section 18.78.030(E)(3) sets forth standards for off-street parking for industrial uses. This section specifies that the parking requirement for large recycling facilities shall be six (6) spaces, plus one per each 1,000 square feet of building area. The new building area being added to the site totals 18,000 square feet, yielding a total parking requirement of 24 spaces. In accordance with PMC 18.78.045, the total number of associated bicycle parking spaces required for the use would be six (6).

As previously stated, the proposed project includes parking for 47 trucks, 41 regular sized vehicles and six (6) bicycles, all of which well exceeds the requirements of the PMC.

Landscaping: PMC section 18.54.115 identifies a minimum landscaping requirement of 10% for IL and IG Districts. According to the project plans submitted, landscaping proposed would equal over 22%, which well exceeds to the requirements of the PMC

Design Review: Pursuant to PMC 18.36.230, the Planning Commission shall discuss the application for design review approval and integrate it with the land use approval process applicable to the project. The proposed project is generally consistent with applicable Development Review Design Guidelines (DRDG's) adopted by the Planning Commission through Resolution No. 9864, in that: 1) the new parking areas would be

screened from public view behind a chain link fence with 6-foot tall shrubbery surrounding the site (DRDG IV.a); 2) the new SEG truck maintenance building would match in colors and design to the existing MDRF and RCTS facility located on the same site, immediately north of the new building (DRDG IV.p); and 3) the appearance of the continuous horizontal roof line for the new building would be broken up by the periodic placement of the nine (9) foot wide long ridge roof vents on top of the building (DRDG IV.f).

Solid Waste Facility Permit: The project applicant proposes to obtain one solid waste permit to cover all of the existing operations as well as the expanded operations. There are currently three permits covering the existing operation; however, if the expanded operations as proposed are approved, then a new single solid waste permit would be required for all project components in order to permit a total tonnage of 5,500 TPD for the facility. The permit would be issued by the City of Pittsburg Local Enforcement Agency (LEA), with the concurrence of the California Department of Resources Recycling and Recovery (CalRecycle).

Required Findings: In accordance with PMC section 18.16.040, a use permit may be granted only if the Planning Commission can make findings that the project:

A. is in accord with the objective of this title, the purposes of the land use district in which it is located and is appropriate to the specific location;

B. is not detrimental to the health, safety, and general welfare of the City;

C. will not adversely affect the orderly development of property within the City;

D. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City;

E. is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan;

F. will not create a nuisance or enforcement problem within the neighborhood;

G. will not encourage marginal development within the neighborhood;

H. will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints imposed by law; and

I. is consistent with the City's approved funding priorities.

In order to recommend approval of a design review application, the Commission must determine, in accordance with PMC section 18.36.220.B, that:

A. the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

B. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

C. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

D. the structure is in harmony with proposed developments on land in the general area; and,

E. the application conforms with the criteria set forth in any applicable City adopted design guidelines.

Environmental: The proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code [PRC] section 21080). Pursuant to the provisions of the PRC section 21080(d), a lead agency is required to prepare an EIR for any project that it expects to have a significant effect on the environment. An Initial Study for the proposed project was prepared in early 2011. On the basis of the analysis in the 2011 Initial Study, it was determined that the proposed project could potentially have adverse impacts on the environment, and as such, the city prepared an EIR to analyze the potential impacts of the project in greater detail. The Initial Study, Notice of Preparation (NOP) and NOP comments received during a 30-day public review period were all incorporated into the Draft EIR as Appendix A.

The Draft EIR was completed in early December 2014, and was distributed to the public for a 45-day public comment period that extended from December 16, 2014, through January 29, 2015. Written comments were accepted throughout the entire comment period, and verbal comments were solicited during a public meeting that was conducted on January 15, 2015; however, no members of the public attended that meeting and as such, no verbal comments were received.

A total of ten written comments on the Draft EIR were submitted during the public review period, all of which are contained in the Final EIR, along with individual responses to comments and minor revisions to the Draft EIR, which was completed on April 13, 2015, and circulated to the commenting parties on April 15, 2015. The Planning Commission must consider the Final EIR and Draft EIR, and they must certify the Final EIR for the project, before taking any necessary actions to implement the project.

Since the Planning Commission is considering the final discretionary approvals for this project at the same hearing as the certification of the Final EIR, the Commission is

asked to consider the motion to certify the EIR and adopt findings, a statement of overriding considerations and an MMRP, prior to any motion on the proposed entitlements for the project.

Draft EIR: Summary of Significant Impacts: The Draft EIR identified three potentially significant environmental effects and one cumulatively considerable impact that might occur as a result of the proposed project. The potentially significant and cumulatively considerable impacts fall into the categories of Air Quality and Transportation and Circulation.

For each of these impacts identified, the Draft EIR identifies one or more mitigation measures that would reduce the severity of the impact to a less than significant level. However, the Draft EIR identifies one air quality impact and two transportation-related impacts as significant and unavoidable even after mitigation. Specifically, the proposed project would cause a significant impact related to short term construction emissions. Mitigation requiring implementation of Bay Area Air Quality Management District (BAAQMD) recommended practices for the control of fugitive dust would be required; however, the expected daily construction emissions would not be reduced below the BAAQMD's significance threshold. The proposed project would also result in project-level and cumulative impacts to the Level of Service (LOS) at two intersections: Pittsburg-Antioch Highway/Loveridge Road and Loveridge Road/State Route 4 Eastbound Ramps. Since improvements to both of these intersections are included in the Capital Improvement Project (CIP), mitigation requiring the payment of CIP fees would be required to reduce the severity of this impact; however, since the City currently has no other funding mechanism to construct these improvements, implementation of the mitigation measure cannot be guaranteed, and the corresponding impacts are identified as unavoidable.

Draft EIR: Discussion of the Alternatives to the Project: As required by CEQA Guidelines section 15126.6, the Draft EIR contains alternatives to the proposed project. According to CEQA Guidelines section 15126.6(a), each of the alternatives selected should "feasibly attain most of the objectives of the project," but should "avoid or substantially lessen any of the significant environmental effects of the project." An alternative is considered "feasible" if it can be accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors. The EIR must evaluate each alternative against the proposed project in terms of its significant adverse impacts.

Under CEQA Guidelines section 15126.6(e), one of the alternatives must be a "no project" scenario, in which it is assumed that the proposed project does not occur. Aside from the "no project" scenario, two alternatives were chosen based on the list of project objectives contained in the EIR (Chapter 5.0). These alternatives include: 1) a Biomass and Solar Alternative, which assumes construction of these two facilities only and a minimal increase in facility capacity to accommodate an extra 40 tons per day of clean wood chips only; and 2) a Limited Expansion Alternative, which includes an overall facility expansion of only 55% of the requested permit increase, thereby limited the

overall increase to 3,050 TPD instead of the requested 5,500 TPD. One additional alternative analyzing an Off-Site Alternative, was initially considered and rejected from further consideration in the EIR because it was not consistent with the fundamental purpose of the project (to expand the facility) and it would not meet the basic project objectives.

Required CEQA Certification Findings: In accordance with section 15090 of the State CEQA Guidelines, the lead agency shall certify that the Final EIR has been completed in compliance with CEQA; that the Final EIR was presented to the decision-making body of the lead agency and that the decision-making body reviewed and considered the information contained in the Final EIR prior to taking action on the project; and, the Final EIR reflects the lead agency's independent judgment and analysis.

Public Notice: On or prior to Friday, May 15, 2015, notice of the May 26, 2015, public hearing to consider this application was posted at City Hall, at the proposed project site, and on the "Public Notices" section of the City's website; was delivered to the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies expected to provide services to the use, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091.

ANALYSIS:

Construction of the project as proposed would require certification of the Final EIR, adoption of CEQA findings, a statement of overriding considerations and adoption of the MMRP, followed by approval of the following entitlements:

1. Use permit for a Large Recycling Facility; and
2. Design review.

Staff believes that the Commission can make the findings necessary to approve these required entitlements, which are addressed in further detail below:

Use Permit. Staff believes that the Planning Commission can make the required findings to permit expansion of the capacity, operations and land area of the existing Mt. Diablo Recycling Facility and the Recycling Center and Transfer Station. The current use of the project site as a large recycling facility was first approved by the City Council in 1995. A Solid Waste Facility Permit was also issued by the City of Pittsburg Local Enforcement Agency (LEA) in 1995 shortly after the original use permit was approved. Three use permits were subsequently adopted to allow expansion of the operation (2007, 2008 and 2010) in order to permit a total tonnage for all project components to 2,200 TPD. The LEA currently inspects the facility once a month and reports that the facility has operated in accordance with the requirements of the LEA permit.

The proposed expansion would be consistent with the Industrial designation of the General Plan, which specifically permits general industrial uses and processing, including large recycling facilities.

As noted above, the current facility operates under existing use permits, which allow a total tonnage of 2,200 TPD. The expansion of the use to 5,500 TPD would be consistent with the intent of PMC Title 18 (Zoning) to permit expansion of this type of use with approval of a use permit.

The proposed expansion of the existing facility complies with all of the Industrial District development standards set forth in the PMC. The use would not cause any detrimental effects to the City or any public nuisance/enforcement problems, as long as: 1) all applicable building and fire regulations are adhered to during construction/installation phase and applicable provisions of the PMC are adhered to throughout the life of the use; 2) the LEA permit requirements are adhered to throughout the life of the use; and 3) the Mitigation Monitoring and Reporting Program is implemented during construction and operation.

The proposed expansion of the existing facility would not create a demand for public services within the City beyond that of the ability of the City to meet because the use is private and would not require any additional public services.

Design Review: The Design Review aspect of this application relates to the proposed new structures on the project site which include to the SEG truck maintenance facility and the proposed biomass gasification unit. This discussion focuses on the Truck Maintenance Facility because the Design Review Guidelines for Industrial Districts relate primarily to buildings and landscaping and do not address industrial equipment. With that said, the biomass gasification unit would be placed on the interior to the project site and would be significantly screened from public viewpoints by fencing, landscaping and the existing buildings which face Loveridge Road.

The intent of design review is to encourage quality design in all land use districts, so that an individual development does not have a negative visual impact on adjacent uses. The project site is currently occupied by industrial buildings and does not contain natural or undisturbed terrain or other features with high scenic quality. It is located within a context of existing industrial uses including large buildings, electricity transmission lines, water towers and other tall structures. The closest residential districts occur west and southwest of the project site and are separated by the Columbia Solar Power Project (approximately one third of a mile distance from the southwest boundary of the project site) and the Pittsburg-Antioch Highway. The Project site is generally flat terrain.

The City of Pittsburg Development Review Design Guidelines (DRDG, Planning Commission Resolution No. 9864) set forth the criteria to be considered in the design of industrial developments. The intent of the DRDG's is to assure that a wide range of individual developments can blend harmoniously and to ensure quality design in all land

use districts. The criterion specified for Industrial Districts focuses on the design of parking lots and buildings and does not contain guidance regarding the waste disposal equipment. The highest number of potential viewers of the site would be travelers on the Loveridge Road that passes along the east side of the Project Site. Views from this vantage point are substantially screened by the two existing connected industrial buildings and the existing line of mature trees located on the east side of the roadway.

The design of the truck maintenance facility is defined by the operational characteristics of the recycling and transfer station. Once constructed, the proposed new building would blend in with and be compatible with the character of the existing structures on the project site and in the surrounding industrial area. The height of the new truck maintenance facility would be consistent with the existing structures on the project site and in the surrounding area. The size, scale, layout and character of the truck maintenance facility would not conflict with the visual character of the existing, surrounding, predominately industrial land uses.

Extensive landscaping would be provided along the eastern perimeter of the truck maintenance facility which, when mature would provide screening of the facilities from the Loveridge Road viewpoint. As shown in the Project Plans (Sheets L-1 and L-2) a row of vertical accent trees including Hornbeam and/or Lombardy Poplar, would be placed along the driveway entrance to the facility and would be flanked by evergreen canopy trees including Holly Oak and/or Chinese Elm. These plantings would be augmented by an understory of shrubs that would provide a continuous visual screen of the facilities on this portion of the project site.

The southern boundary of the project site abuts a City of Pittsburg creek maintenance road. This portion of the site would be landscaped with six foot tall shrubs including Waxleaf Privet and/or Upright Rosemary. This portion of the project site is set back from the Pittsburg-Antioch Highway and the proposed landscaping would adequately screen it from that viewpoint.

Lastly, minimal new light sources would be added as part of the project. New light sources would be added to the proposed truck maintenance facility; however, light sources would be directed to pathways and roadways on site only. Parking lot light sources would be shielded or directed away from the project boundaries in accordance with PMC section 18.82.030. The limited night lighting would not conflict with surrounding land use conditions and would not be expected to adversely affect night views. In the context of the General and Limited Industrial Districts within which the project is located, this project would be considered visually compatible with the surrounding uses.

Environmental: If the Planning Commission decides to approve the project entitlements as described above, the Commission must first make findings pursuant to CEQA related to the impacts of the proposed project, the alternatives analyzed in the EIR and they must adopt the MMRP. In addition, the Commission must adopt a Statement of

Overriding Considerations (SOC) for the project for impacts that cannot be mitigated to a less than significant level.

As described above, the Draft EIR identifies three significant and unavoidable impacts related to air quality and transportation and circulation. Where impacts cannot be reduced to less than significant through the incorporation of mitigation, CEQA section 21002 requires the City to examine whether the project alternatives analyzed in the EIR are feasible and can avoid those impacts. Related findings regarding alternatives are contained in Attachment 1. In addition to the alternatives findings for significant and unavoidable impacts, the City must also adopt an SOC in connection with the project approval. Through the overriding considerations, the City balances the benefits of the project against the unavoidable impacts and explains the reasons it is supporting the project. The SOC can also be found in Attachment 1.

Further, in accordance with a memo dated May 15, 2015 (Attachment 5), the potential environmental impacts associated with the applicant initiated changes, dated May 14, 2015, were evaluated against the existing analysis presented in the Draft and Final EIR. According to the memo, the worst-case scenario that was analyzed in the Draft and Final EIR with respect to the location of the Biomass unit, adequately addresses the potential impacts associated with the applicant initiated changes proposed by on May 14, 2015. Because the proposed applicant initiated changes are fully covered within the scope of the existing environmental analysis, there would be no new impacts associated with the change and no further environmental analysis is required.

ACTION REQUIRED:

Move to adopt: 1) Resolution No. 10001 certifying the EIR and adopting findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program; and 2) Resolution No. 10002 approving Use Permit and Design Review Application No. 10-712, subject to conditions.

ATTACHMENTS:

1. Proposed Resolution No. 10001 to Certify the EIR, adopt CEQA findings, an SOC and the MMRP.
2. Proposed Resolution No. 10002 to Approve Use Permit and Design Review Application No. 10-712
3. Project Plans, date stamped December 24, 2014
4. Contra Costa Waste Service letter and Revised Site Plan, date stamped May 14, 2015
5. PMC Environmental Memorandum Re: Site Plan Reconfiguration, dated May 15, 2015
6. Draft EIR, dated December 2014 (hard copies were previously submitted to the Planning Commission and are available for review at Pittsburg City Hall or the Pittsburg Library)

7. Final EIR, dated April 2015 (hard copies were previously submitted to the Planning Commission and are available for review at Pittsburg City Hall or the Pittsburg Library)
8. Notice of Public Hearing/Vicinity Map

Prepared by: Joan Lamphier, Consulting Planner

701.03

PC RESO

10002

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving a Use Permit and Design Review of Plans to Consolidate Facility Operations, Expand Waste Handling Capacity and Construct a New Truck Maintenance Building at 1300 Loveridge Road, for "Mt. Diablo Resource Recovery Park, AP-10-712 (UP, DR)."	)	Resolution No. 10002

The Planning Commission DOES resolve as follows:

Section 1. Background

A. On August 23, 2010, Contra Costa Waste Services filed Use Permit and Design Review Application No. 10-712 requesting approval a use permit modification in order to bring the solid waste and recycling operations at the Recycling Center and Transfer Station (RCTS), the Mt. Diablo Recycling Facility (MDRF) and the mixed construction and demolition (Mixed C&D) recycling facility under a single entity referred to as the Mt. Diablo Resource Recovery Park (MDRRP). The proposal also included an increase in the total amount of materials processed per day at all three facilities from 2,200 tons per day (TPD), to a total of 5,500 TPD; establishment of a new commercial recycling and organic processing programs for residential and commercial food wastes; construction of a biomass gasification unit to process clean wood waste into energy for on-site use; and as a possible future phase of the project, a rail haul option for waste transportation purposes. The project site includes a total of 37 acres. The western portion of the property is in the IG (General Industrial) District and the eastern portion of the property is within the IL (Limited Industrial) District. Assessor's Parcel Numbers: 073-200-013, -014, -015, -024 and a portion of 073-200-023.

B. On August 5, 2013, the applicant filed a modification to the use permit application in order to add an additional 18.5 acres to the original proposal (bringing the total project area to 37 acres)

C. On September 9, 2014, the applicant filed another modification to the use permit application in order to relocate an existing truck maintenance facility from its current location east of the project site, across Loveridge Road, to the southernmost portion of the MDRRP site. The relocated facility would require construction of a new 18,000 square foot building identified as the SEG Truck Maintenance Facility, to store and maintain trucks associated with the operation.

D. On May 14, 2015, the applicant submitted a letter and revised site plan indicating their desire to relocate the proposed Biomass Gasification Unit to the southern

portion of the site, the organics processing unit to the center of the site, and the employee parking to an area along Loveridge Road (previously designated for organics processing), in order to address concerns that had been raised by their neighbors to the north, west and east. According to a memo from the environmental consultant, PMC, dated May 15, 2015, the applicant initiated changes would not result in any new environmental impacts not already addressed in the EIR, and therefore no further analysis would be required in order to incorporate the proposed changes.

E. The existing Mt Diablo Recycling Facility became operational in 1995 and over the years, has expanded its operations to include additional recycling and disposal services (as described below). The facility serves as a regional recycling facility.

F. On March 6, 1995, the City Council adopted Resolutions Nos. 95-8143, 95-8144, and 95-8145, approving a use permit, variance and design review of architectural plans (respectively) for the RCTS, on a 17.5 acre site located at 1300 Loveridge Road. Prior to that approval, the City Council adopted Resolutions Nos. 95-8134 and 95-8142, certifying the Final Environmental Impact Report (EIR) and adopting mandatory findings of significant environmental impacts and mitigation measures for the project (respectively).

G. On December 18, 1995, the City Council approved Resolution No. 96-8150, authorizing an agreement that allowed the recycling center and transfer station to begin operation.

H. On March 27, 2007, the Planning Commission adopted Resolution Nos. 9691 and 9692 approving a new use permit and design review application to locate the MDRF on the existing RCTS site. The MDRF was approved to share the same site as the RCTS; however, both facilities operate independently under separate State-granted permits through the Integrated Waste Management Board which permitted the RCTS facility and the State Department of Conservation which permitted the MDRF.

I. On April 22, 2008, the Planning Commission adopted Resolution No. 9755, approving another use permit and design review application, establishing a the Mixed C&D recycling facility, including a green material processing operations area, on a 6.52-acre portion of the RCTS site (the Mixed C&D facility is considered to be under the Integrated Waste Management permit). Conditions of approval for the RCTS and the MDRF were carried forward to the subsequent approvals.

J. On January 12, 2010, the Planning Commission adopted Resolution No. 9822 modifying the use permit for MDRF in order to expand the maximum amount of material that could be processed per day, expand hours of operation and the number of employees working at the facility.

K. The proposed expansion and reorganization of the existing facilities to the MDRRP would assist the City of Pittsburg and Contra Costa County in reducing greenhouse gas emissions by generating renewable energy, increasing solid waste diversion rates, and expanding programs to provide recycling options to business and family residences.

L. The proposed expansion and reorganization of the existing facilities to the MDRRP would also assist the City of Pittsburg and Contra Costa County in maintaining compliance with Assembly Bill (AB) 939 mandates, requiring 50 percent diversion of solid waste from landfills, and preparing to accommodate future AB939 goals and mandates, such as assisting in the statewide recycling goal of a 75 percent recycling rate by 2020, consistent with AB341.

M. The proposed project conforms to the applicable General Plan land use designation of *Industrial* and the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC).

N. The proposed project is subject to the California Environmental Quality Act (CEQA, Public Resources Code section 21080 (d) and the State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, sections 15000 et seq). Pursuant to the provisions of the State CEQA Guidelines, a Draft and Final EIR were prepared for this project.

O. On April 28, 2015, the Planning Commission held a public meeting and continued the project to May 26, 2015.

P. On or prior to May 15, 2015, notice of the May 26, 2015, public hearing to consider this application was posted at City Hall, the project site and on the city's website; was delivered to the Pittsburg Library; and was mailed via first class mail or email to the property owner, applicant and all other owners of property within 300 feet of the subject site, to utility companies and other agencies anticipated to provide service to the project, and to all interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010 and 18.36.350 and Government Code section 65091.

Q. On May 26, 2015, the Planning Commission held a public hearing and subsequently adopted Resolution No. 10001 certifying a final environmental impact report (FEIR) for the proposed MDRRP project. It also adopted Findings Concerning Alternatives, a Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program. The Planning Commission must consider the Draft and Final EIR prior to taking action on the application for a Use Permit and Design Review for the proposed project.

R. PMC section 18.16.040 specifies that the following findings must be made before approval of a use permit. The Commission may grant approval of a use permit if the proposed use:

1. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;

2. is not detrimental to the health, safety and general welfare of the City;

3. will not adversely orderly development of property within the City;

4. will not adversely affect the preservation of property values;

5. is consistent with the general plan and applicable specific plan;

6. will not create a nuisance or enforcement problem;

7. will not encourage marginal development within the neighborhood;

8. will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints; and,

9. is consistent with the City's approved funding priorities.

S. Design review approval can be granted only after the Planning Commission makes a determination that the proposed project is consistent with PMC section 18.36.220.B, which is summarized below:

1. the structure conforms with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

2. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

3. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

4. the structure is in harmony with proposed developments on land in the general area; and

5. The application conforms with the criteria set forth in any applicable city-adopted design guidelines.

T. On May 26, 2015, the Planning Commission held a public hearing on the EIR, the Use Permit and Design Review Application No.10-712, at which time oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission Staff Report entitled "Mt Diablo Resource Recovery Park, AP-10-712 (UP)" and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

CEQA:

2. The Draft and Final EIR for this Project was prepared in compliance with Public Resources Code section 21080 et seq. The Planning Commission has independently reviewed and considered the Draft and Final EIR, along with the adopted Statement of Overriding Considerations. With the incorporation of all mitigation measures included in the FEIR Mitigation Monitoring and Reporting Program (MMRP), also incorporated as conditions on this project approval, the project will still have an unavoidable impact on air quality and cumulative impact in the area of transportation.

3. In accordance with a memo dated May 15, 2015, the potential environmental impacts associated with the applicant initiated changes, dated May 14, 2015, were evaluated against the existing analysis presented in the Draft and Final EIR. According to the memo, the worst-case scenario that was analyzed in the Draft and Final EIR with respect to the location of the Biomass unit, adequately addresses the potential impacts associated with the applicant initiated changes proposed by on May 14, 2015. Further, the modified site plan would provide for better onsite circulation by allowing additional internal vehicle queuing space, it would better mitigate potential odor impacts on an existing industrial office building located immediately north of the site, and it would significantly reduce the amount of dust and debris that could travel off site to the east due to prevailing winds in the area. Because the proposed applicant initiated changes are fully covered within the scope of the existing environmental analysis, there would be no new impacts associated with the change and no further environmental analysis is required.

Use Permit:

4. The proposed use, including: 1) the expanded capacity for waste handling to 5,500 TPD; 2) establishment of new commercial recycling and organic processing programs for residential and commercial food wastes; 3) establishment of a biomass gasification unit to process clean wood waste into energy for on-site use; 4) relocation of the SEG truck maintenance facility to the project site; and 5) possible future rail haul option for waste transportation purposes:

   a) Is in accord with the objectives of the Zoning Ordinance, the purposes of the land use districts in which it is located and is appropriate to the specific location, in that the use is an expansion of an existing use that has operated since 1995 in accordance with the requirements of the existing use permits and the Solid Waste Facility Permit administered by the City of Pittsburg Local Enforcement Agency (LEA). The proposed expansion would comply with the development standards set forth for the IL and IG Districts (PMC 18.16.040.a).

   b) Will not be detrimental to the health, safety and general welfare of the City, nor will it involve any activities that would be injurious to the City, its residents, or its workforce, if the City of Pittsburg LEA issues a Solid Waste Permit to allow 5,500 TPD, and all applicable regulations of the PMC and the LEA are adhered to throughout the life of the use (PMC 18.16.040.b).

   c) Will not adversely affect the orderly development of property within the City, in that the expansion of the existing recycling facility will continue to be in character with the existing context of industrial uses located north of the Pittsburg-Antioch Highway and surrounding the site (PMC 18.16.040.c).

   d) Will not adversely affect the preservation of property values, in that the proposed facility expansion will utilize properties that have been vacated by previous industrial activities (PMC 18.16.040.d).

   e) Is consistent with the General Plan, in that the expansion of the existing facility meets the intent of the Industrial land use designation in accordance with General Plan and more specifically the Loveridge sub-area Goal 2-G-15, to maintain industrial activities in appropriate, and Goal 11-G-6, and Policy 11-P-19, to reduce the amount of solid waste generated in the City through intensification of recycling efforts (PMC 18.16.040.e).

f) Will not create a nuisance or enforcement problem, if the facility complies with all applicable provisions of the PMC, the conditions of this resolution and the Solid Waste Facility Permit administered by the City of Pittsburg LEA (PMC 18.16.040.f).

g) Will not encourage marginal development within the neighborhood, in that the use is an expansion of the existing facility which has been in operation since 1995, and it will utilize vacant parcels from previous industrial uses in the immediate vicinity (PMC 18.16.040.g).

h) Will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints, in that the use is private and does not require any additional public services (PMC 18.16.040.h).

i) Is consistent with the City's approved funding priorities, in that there are no public funds involved with the project (PMC 18.16.040.i).

Large Recycling Facilities:

5. The proposed use of a large recycling facility is consistent with the following standards, included in PMC section 18.84.575.C:

a) The facility will be at least 150 feet from property zoned or planned for residential use.

b) The recycling facility will be screened from public view by operating in an enclosed building or behind dense landscaping or fencing.

c) Yards and landscaping requirements will comply with those provided for in the IL and IG zoning districts, where the facility is located.

d) All exterior storage of material will be secured and maintained in good condition. Oil storage containers will be subject to approval by the Chief Building Official and Contra Costa County Fire Protection District (CCCFPD). No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing or other screening.

e) The site will be maintained free of litter and any other undesirable materials, and will be cleaned of loose debris on a daily basis.

f) Noise levels originating from the site will not exceed 60 dBA as measured at the property line of the nearest residentially zoned property, or otherwise not exceed 70 dBA.

g) The facility will not be sited within 500 feet of property zoned, planned or occupied for residential use.

h) No containers will be provided for after-hours donation of recyclable materials (newspaper, cardboard, aluminum cans, etc.).

i) Donation areas will be kept free of excess litter and any other undesirable material, and the donation area will be clearly marked to identify the type of material that may be deposited. The facility will also display a notice stating that no material may be left outside the facility.

j) The facility will be clearly marked with the name and phone number of the facility operator and the hours of operation; identification and informational signs will meet the standards of the use. Directional signs, bearing no advertising message, will be installed subject to approval by the Planning Division.

k) Power-driven processing, including aluminum foil and can compacting, plastic shredding, or other light processing activities, may be used as necessary for efficient temporary storage and shipment of material.

Design Review:

6. The proposed project, including the new SEG truck maintenance facility and surrounding improvements:

a) Conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that, given the industrial character of the area, the structural design of the SEG truck maintenance facility along with the new screening landscaping proposed along Loveridge Road will be consistent with other structures and landscaping on the MDRRP site and with the other surrounding industrial development.

b) Will not be subject to exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable, in that they will be installed within an existing industrial area and to standard building code regulations.

c) Will not be of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value, in that the proposed structural design of the SEG truck maintenance facility along with the new screening landscaping

proposed along Loveridge Road will be consistent with other structures and landscaping on the MDRRP site and the existing surrounding industrial development.

d) Will be in harmony with proposed developments on land in the general area, such as the Columbia Solar project adjacent to the site, in that the design of the site and new trucking facility are industrial in nature, similar to surrounding development.

e) The project conforms to the applicable criteria set forth in the City's adopted Development Review Design Guidelines (DRDG), adopted by Planning Commission Resolution No. 9864 in that: 1) the new parking areas would be screened from public view behind a chain link fence with 6-foot tall shrubbery surrounding the site (DRDG IV.a); 2) the new SEG truck maintenance building would match in colors and design to the existing MDRF and RCTS facility located on the same site, immediately north of the new building (DRDG IV.p); and 3) the appearance of the continuous horizontal roof line for the new building would be broken up by the periodic placement of the nine (9) foot wide long ridge roof vents on top of the building (DRDG IV.f).

Section 3. Decision

A. Based on the findings set forth above, the Commission hereby approves Use Permit and Design Review Application No. 10-712, subject to the following conditions:

1. The use shall be constructed and operated in substantial conformance with the project plans, date stamped December 24, 2014, as amended on the proposed Revised Site Plan, date stamped May 14, 2015, and as presented to the Planning Commission in the staff report identified in Section 2 above, except as may be modified by the conditions below. Construction and operation of the approved use in a manner inconsistent with this use permit shall be grounds for revocation of the use permit.

Standard Conditions and Indemnification

2. The applicant agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of the project approval, subsequent project approval, or other action arising out of, or in connection with, or the project approvals. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement,

City may select its own legal counsel at Applicant's sole cost and expense. The applicant may select its own legal counsel to represent applicant's interests at the applicant's sole cost and expense. The applicant shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

3. It is the responsibility of the applicant to contact each local, state, or Federal agency for requirements that may pertain to this project.

4. The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements of the City of Pittsburg Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.

5. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development, and this Resolution, this Resolution shall prevail.

6. All site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers) and Chapter 15.88 (Grading, Erosion and Sediment Control) of the PMC as determined by the City Engineer. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval.

7. Permits shall be obtained from each agency having jurisdiction over the project to the extent required by law including the City of Pittsburg LEA, the Bay Area Air Quality Management District, San Francisco Bay Regional Water Quality Control Board and the Department of Resources Recycling and Recovery.

Use Permit Conditions

8. The Mt Diablo Resource Recovery Park shall not receive more than five thousand, five hundred (5,500) tons per day of municipal solid waste, recyclables and construction and demolition material for processing.

9. Organic processing piles shall be setback at least 80-feet from the western property line. Organic processing pile heights shall not exceed 20 feet above the nearest adjacent grade.

10. Pursuant to the applicant's letter dated May 14, 2015, and the revised site plan: i) usage of vacant land within 420 feet of the northern property line shall be limited to commodity, vehicle, and equipment storage; and ii) organics processing and/or storage of piles shall not occur within 850 feet of the northern property line.

11. The applicant shall comply with all previously approved applicable conditions of approval related to the facility, found in City Council Resolutions Nos. 95-8143, 95-8144, 95-8145 and 96-8150, and Planning Commission Resolutions Nos. 9691, 9692, 9755 and 9822. Where there is a conflict between those resolutions and this Resolution, this Resolution shall prevail.

12. The MDRRP shall be operated in a manner as directed by the City so as to ensure that the City achieves the waste diversion mandates of the California Integrated Waste Management Act (the Waste Act) or other applicable law, so long as the City's waste is processed at the MDRRP. If the Applicant fails to comply with the City's direction and fines or other penalties are assessed for failure to meet waste diversion goals, then such fines or penalties shall be borne by the Applicant, and the Applicant shall defend, indemnify and hold the City harmless for any loss, claim or action arising from or in any way connected with such failure to comply with City directives. Pursuant to Public Resources Code Section 50001(a)(2), the RCTS shall recover for recycling the percent of materials as mandated by state law. Nothing in this condition shall prevent the City from establishing additional requirements regarding waste diversion in an authorization issued under Chapter 8.05 of the Municipal Code.

13. The applicant shall monitor and provide the Community Development Director with regular accounting of the origin and quantity of all solid waste and recyclables received by, processed through, and transferred by the MDRRP for disposal or recycling. This accounting shall be in a form satisfactory to the Community Development Director, and at such times and intervals as he specifies and shall be on a jurisdiction by jurisdiction basis. The accounting shall be in addition to any applicable requirements of the state for monitoring and demonstrating compliance with state mandates related to solid waste and recycling. Copies of any reports supplied by MDRRP to other agencies shall be contemporaneously provided to the Community Development Director.

14. The applicant shall allow City staff and the LEA to conduct reasonable inspections of the property and applicant's operation of the MDRRP to ensure compliance with the conditions of approval.

15. All applicable conditions of approval provided in this resolution shall be incorporated by reference into the applicant's Solid Waste Facilities Permit and may be enforced by the LEA at its discretion in conjunction with other appropriate City departments.

16. The Community Development Director or other appropriate City official may require the applicant to update a plan or study required under any condition of approval in this resolution more frequently than otherwise called for herein, as conditions may warrant in such official's judgment.

17. Transfer of solid waste and recyclables shall be to permitted landfills and recycling receivers.

18. The MDRRP shall not generate noise in excess of 70 dBA at the property line as required by PMC Chapter 18.84.

19. The transfer operation shall be operated in a closed building to reduce exposure of waste to the atmosphere and potential odor impacts.

20. The MDRRP shall substantially comply with all the requirements of the Operations Plan and Odor Impact Minimization Plan, included as Appendix B of the Draft EIR, and as may be periodically updated.

21. A bicycle parking area shall be installed on site to accommodate a minimum of six bicycles at any given time. Design of the new bicycle rack shall be in conformance with the City's standard detail, T-9. Final location of the new bicycle rack shall be in subject to review and approval by Planning staff prior to the rack's installation, and the rack shall be installed prior to establishment of the use on site.

22. The property shall be maintained in a neat and clean manner at all times.

23. The applicant shall ensure that any items dumped along the Loveridge Road street frontage are removed at the beginning and end of each business day.

24. The entire 37-acre MDRRP site shall be surrounded by a security fence to capture any litter carried by the wind. The applicant shall remove litter from the building environs daily, and shall institute a load-covering program for hauling vehicles leaving the MDRRP.

25. The tipping floor and processing areas shall be cleaned every twenty-four (24) hours.

26. Non-recoverable solid waste stored at the MDRRP for longer than twenty-four (24) hours shall be stored inside transfer trucks under a tarp or cover. In no event shall disposable, non-recoverable solid waste be stored on site for over forty-eight (48) hours.

27. All MDRRP garbage collection trucks entering and all transfer/packer trucks exiting the site shall be covered or enclosed to prevent or minimize litter and waste material from escaping during transport.

28. Self-haulers (general public) that enter the MDRRP without trash or waste material adequately covered shall be informed by the applicant of the requirement that trucks be covered, as required by Condition No. 26. The applicant shall be responsible for cleaning up litter from self-haulers as required in Condition No. 29. The applicant shall provide notice to the public of the cover requirements in a manner satisfactory to the Director of Community Development.

29. As part of maintenance procedures, the applicant shall assign MDRRP employees to pick up litter each day along roadways within two thousand (2,000) feet of the property boundaries; to the City limits to the east of the Project; and to the Pittsburg Antioch Highway Bypass to the west of the Project. If the City Manager, or his or her designee, determines in his or her sole discretion that the applicant's litter control efforts are not adequate to meet City requirements, then he or she may require the applicant to submit a litter control plan and direct what changes are necessary in order to improve its effectiveness.

30. The interior of the MDRRP site shall be designed so that refuse cannot be retained or trapped in corners, cracks or other irregularities. All surfaces that come into contact with refuse shall be designed to be easily cleaned.

31. The drainage and waste handling systems shall be designed so that no standing water can collect in the refuse handling areas.

32. The applicant shall post signs, as specified by the Safe Water Drinking and Toxic Enforcement Act of 1986 (California Health and Safety Code Sections 25249.5, et seq., and Title 22 of the CCR, Sections 12000, et seq.) warning workers of the hazards of disturbing, handling, drilling, and/or breaking the asbestos-containing floor tiles in the conference room of the transfer facility. In addition, the tiles shall be inspected annually by personnel trained in asbestos inspection. In the alternative, the applicant may have the tiles encapsulated, or removed by a licensed asbestos abatement contractor.

33. Only non-hazardous waste shall be accepted at the MDRRP. To ensure compliance with this condition, the applicant shall prepare a (or update an existing) Hazardous Waste Exclusion Program (the "Exclusion Program") in accordance with Title 23 of the CCR, Section 2523(b) and maintain a policy of excluding hazardous waste from the MDRRP. The Exclusion Program previously submitted by the applicant shall be revised to state that no waste classified as "designated" or "hazardous" under applicable law will be accepted at the MDRRP and shall include a schedule for implementing the proposed training load checking programs. The LEA shall review and approve the updated Exclusion Program as part of the Solid Waste Facilities Permit review process, and shall specify what waste shall be excluded.

34. The applicant is prohibited from receiving hazardous wastes, or engaging in activities which would generate hazardous wastes at the MDRRP. "Receiving Hazardous Waste" does not mean hazardous material that inadvertently is unloaded at the facility (e.g. household material in mixed residential solid waste). The applicant is prohibited from handling hazardous waste substances in sufficient quantities at any one time as to require a permit under the Uniform Fire Code.

35. Management of hazardous materials used or inadvertently received at the MDRRP shall be documented consistent with Division 20, Chapter 6.95 of the Health and Safety Code (commencing with Section 25500) and subdivision (b) and (c) of section 80.103 of the Uniform Fire Code. Chapter 6.95 of the Health and Safety Code, titled "Hazardous Materials Release Response Plans and Inventory," requires the preparation of area plans and business plans. Section 80.103 of the Uniform Fire Code requires the preparation of hazardous Material Management Plans and Hazardous Materials Inventory Statements to ensure compliance with state operating regulations. These plans shall contain among other things; a complete description of personal protective equipment; procedures for handling, packing and disposing of hazardous waste found in mixed wastes inadvertently brought to the MDRRP; the maximum volume to be stored at any one time; and shall specify procedures for the proper segregation of incompatible wastes. Hazardous waste shall be stored in appropriate containers in compliance with all local, state and federal regulations and kept in an area separate from any hazardous materials used by the MDRRP in its operation or construction. These plans shall be submitted to the City, the Contra Costa County Health Services Department, and the CCFPD prior to the issuance of an expansion permit. The LEA shall ensure that these plans have been approved by the appropriate agency. The applicant shall fund the cost of outside technical support, if any.

36. The applicant shall update and maintain its Emergency Response Plan (the "ER Plan") as part of the Business Plan as required by the state Hazardous Material Release Response and Inventory Program (Health & Safety Code Section 25500, et seq.). The ER Plan shall be kept on site and include a detailed description of methods used to identify and control materials susceptible to explosion or combustion; the location, maintenance, and procedures for use of all fire control equipment; identification of responsible and trained fire-fighting personnel; location of fire extinguisher and other fire-fighting equipment and evacuation plans and procedures. The ER Plan shall also specifically address the potential for a power failure during an emergency, emergency response procedures in the event of an earthquake and shall take into account the probability that untrained visitors are likely to be present at the MDRRP. Response procedures for the site shall be submitted to and approved by the CCCFPD prior to the occupancy of the truck maintenance facility. The approved ER Plan shall be submitted to the LEA with the application packet for the Solid Waste Facilities permit.

37. All waste water generated by the MDRRP shall be collected and contained in five thousand (5,000) gallon storage tanks. The wastewater collected at the facility (holding tanks and sumps) shall be removed using vacuum tank trucks on an as-needed basis. The collected wastewater shall be monitored at a regular frequency to assure appropriate storage. . Any discharge of wastewater to the sewer shall be in compliance with the requirements and restriction specified by the Delta Diablo Sanitation District. Procedures for wastewater management at the facility shall be included in the in the Spill Prevention Control and Counter Measure Plan. (SPCCP). The Plan shall be updated to address any changes in operational and safety procedures related to future changes in wastewater management.

38. The applicant shall comply with all state and federal occupational safety and health acts ("OSHA") including but not limited to developing a procedure for protecting workers who handle and/or sort sharp materials; requiring workers to wear protective gloves; training workers to identify and safely remove sharp objects and dispose of used hypodermic needles or other inadvertently deposited medical wastes. These procedures shall be included in the Transfer/Processing Report that the applicant will submit to the LEA.

39. The applicant shall institute the following measures to control vectors and odors at the MDRRP:

    a. Regular cleaning and maintenance procedures including sweeping of the yard and tipping areas;
    b. Handle refuse materials inside the building, rather than outdoors;

c. Transport putrescible waste for disposal no more than forty-eight (48) hours after it is brought to the MDRRP;
d. Transport yard waste offsite within forty-eight (48) hours, if not composted on site;
e. Implement a load covering policy and program for hauling vehicles leaving the MDRRP; and
f. Regular cleaning of MDRRP trucks by applicant.

40. In addition to the measures required by Condition No. 39, the applicant shall implement a program to monitor the development of any vector problems, including the eradication of pests if needed. The LEA staff shall enforce the state minimum standards for handling and disposing solid waste to reduce any vector problems.

41. Upon the City's request, the MDRRP shall provide recycling programs, such as (without limitation) mixed paper and yard waste diversion programs (as used hereafter in this condition "Programs") that are consistent with and assist in the implementation of the City of Pittsburg's Source Reduction and Recycling Element ("SRRE"). If the applicant demonstrates to the City's satisfaction that implementation of requested Programs is infeasible at the MDRRP, due to such factors as cost or suitability of the facility, the applicant shall work cooperatively with the City to develop other Programs that are feasible and will ensure that the City mandates its compliance with the Act. Any costs to reflect necessary Program changes at MDRRP shall be paid by the applicant and the cost shall not be passed on the City garbage subscribers or individuals or agencies using the MDRRP.

Design Review

42. Designs of improvements associated with the future potential rail haul operation are not approved with this resolution. Rail related improvements shall be subject to separate review, at such time when the option is exercised, in order to determine whether or not any subsequent discretionary review would be required.

43. Exterior signage is not approved at this time. No signs shall be installed until plans are reviewed and approved by the Planning Division under a separate sign permit application. Additionally, the applicant shall submit proposed signs to the LEA to ensure compliance with state minimum standards for solid waste facilities.

44. Plants installed for project landscaping shall be low-maintenance drought-tolerant varieties, requiring minimal use of pesticides to minimize potential impacts on foraging birds.

45. All landscaped areas shall be maintained in a healthy, thriving and weed free condition.

Construction Activities

46. Construction and operation of the proposed MDRRP shall not interfere with ongoing or proposed investigation, monitoring, and remediation of soils and/or groundwater at the project site. All building plans for proposed improvements shall identify the location of existing and known proposed areas of environmental investigation, monitoring, and/or remediation, including the location of existing and known proposed monitoring and extractions wells, subsurface and above ground piping, and associated treatment and storage tasks. All building plans shall be reviewed by the City to ensure that applicant's proposed improvements will continue to allow access to these areas and not impede remediation of the project site.

47. In areas of the Project site where no soil quality data is available or data is insufficient to describe the potential health risks associated with excavation and handling of soil, a soil sampling investigation shall be developed and implemented for the excavation and grading areas. The investigation shall be conducted by a qualified environmental professional to assess whether areas proposed to be excavated or graded contain concentrations that may pose a health risk to construction workers or require special handling during construction activities. Existing soil quality data shall be used, where available, to delineate the extent of contamination levels and the expected contaminant levels. The work shall be completed prior to construction and the results shall be included in the Construction Safety Plan as required by Condition 48. Development and implementation of the soil quality sampling program shall be integrated with the soil quality management required by Condition 48. The City Engineer shall confirm that the soil quality sampling program has been completed prior to the issuance of a grading permit.

48. In accordance with the guidelines provided in Title 29 of the Code of Federal Regulations (the CFR), Part 1910.120 and Title 18 of the California Code of Regulations (the "CCR"), Section 5192, the applicant shall develop, prepare and implement the Construction Worker Site Health and Safety Plan (the "Construction Safety Plan") for construction workers prior to project construction. The Construction Safety Plan shall include but not be limited to identification of areas of known contaminant releases, types of contaminants, and safety procedures for work in those areas; procedures to be undertaken in the event that unknown contamination is discovered; procedures and personnel responsible for managing contaminated soils and/or groundwater, and emergency procedures and responsible personnel. The Construction Safety Plan shall be prepared

and signed by a certified industrial hygienist and shall be included with the applicant's grading permit application. Individuals who are to perform work in areas where exposure to contaminated materials may occur must have received hazardous materials training in accordance with federal and state regulations.

49. The applicant shall ensure that all contractors on the project comply with the Construction Safety Plan and develop hazardous waste management techniques, protocols and/or methodologies for handling potentially hazardous materials that may be used during project construction. The plan shall specify types, quantities, containment, temporary storage areas, and emergency spill response procedures and shall be approved by the CCCFPD prior to project construction, as part of the standard building inspection, review and permit process.

50. Adequate sanitary disposal facilities shall be required on site during all phases of construction.

51. The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties is not permitted.

52. The applicant shall control dust during construction by water application. At minimum, active construction areas shall have to be watered at least twice daily pursuant to requirements of a site-specific Soil Management Plan (SMP) required by the restrictive land use covenant (LUC) that applies to the project site. Non-potable water shall be used from a source approved by the City Engineer (PMC, Title 15), or a nontoxic dust palliative may also be used. To prevent an increase in the potential to emit dust following grading, the project design includes stabilizing disturbed areas as soon as practical as described in Section 2.3.5. Crushed rock shall be used on perimeter and intermediate access roads and the area surrounding the substation. Areas that are not graveled or occupied by foundations shall be stabilized by re-vegetation, application of a non-toxic soil binder, or other means of stabilization.

53. The applicant shall comply with the following requirements of Title 13 of the California Code of Regulations (CCR) for diesel-fueled construction equipment to ensure that emission levels during project construction do not obstruct implementation of BAAQMD's air quality plans:

    a. Individual diesel truck idling in excess of five consecutive minutes shall be prohibited consistent with Title 13 CCR.
    b. Diesel-power construction equipment shall use low-sulfur diesel fuel pursuant to requirements of Title 13 of the CCR.

54. Any earth moving activity at the site shall be performed in accordance with the Soil Management Plan (SMP) and Health and Safety Plan (HSP) (USS-Posco and DTSC, 2010).

55. The project shall comply with all related water quality standards and any waste discharge requirements that might be issued. A Report of Waste Discharge may be required by the Regional Water Quality Control Board pursuant to California Water Code 13260, if the man-made drainage ditch is filled on the westerly portion of the site. This requirement is intended to ensure that the fill does not affect any beneficial uses of waters of the State.

56. If possible and as directed by the City Engineer, all grading shall be conducted between April 15 and October 15 to minimize silt runoff to the nearby channels located on the boundaries of the Project site. If grading is to be conducted during the rainy season, silt control measures described in the SWPPP's shall include, but not be limited to, creation of silt barriers (e.g. hay bales, silt fences) on the southern and/or western property boundary.

57. Any excavated contaminated soil shall be removed from the Project site and transported to a qualified disposal site; however, contaminated material shall not be transported to the Keller Canyon Landfill or to any facility that will use it as a daily cover.

Subsequent Agreements:

58. The owner shall enter into a deferred improvement agreement with the City to construct frontage improvements for the ultimate roadway design for Loveridge Road between State Route 4 and the project site. Such agreement shall be finalized prior to the issuance of a grading permit. As part of the agreement, the owner shall post a bond, a letter of credit, a certificate of deposit or some other form of financial responsibility agreed upon by the City for the cost of the improvements. Frontage improvements shall include construction of storm drain facilities, curb, gutter, and sidewalk, and undergrounding of utilities.

59. If the applicant cannot provide proof that an agreement has already been executed prior to the approval date of this resolution, then the applicant shall either enter into a Memorandum of Understanding or other agreement instrument to pay a pro-rata share fee for reconstruction and ongoing maintenance for Loveridge Road, prior to the issuance of a grading permit. The costs of reconstruction of the roadway and ongoing maintenance costs shall be determined through a City-sponsored study, and shall be based on truck trips attributed to the business, or other measurement deemed mutually acceptable by the applicant and the City.

General Engineering Conditions

60. All grading work shall be done in accordance with the provisions of PMC Chapter 15.88.

61. All site development shall comply with PMC Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) as determined by the City Engineer. Issuance of a Site Development Permit will be required whereby specific engineering requirements will be made as conditions of approval.

62. All public and pedestrian facilities shall be designed in accordance with Title 24, Handicap Access, and the California Department of State Architect's standards for accessibility compliance.

63. To ensure safety of customers and operations personnel, the proposed access road to the SEG trucking facility shall not be constructed until the Organic Processing Operations Area is relocated. The applicant shall provide an interim access road until such time the relocation occurs.

64. The applicant shall apply for a Parcel Map Waiver or execute a Reciprocal Access Agreement for the shared use of the parking lot and driveways proposed to be used by all facilities on site.

65. The applicant shall maintain the existing access easement that benefits the USS Posco property; however, because proposed stormwater improvements on the SEG trucking site will block access to this easement, it shall be re-aligned. The re-aligned easement shall be mutually agreed upon by the applicant and the beneficiary of the existing easement, USS Posco.

66. The applicant shall comply with City and State guidelines and requirements for traffic control during construction and prior to final project acceptance.

Engineering Division Fees:

67. The applicant shall pay one half of the Engineering Grading and/or Improvement Plan Review Fee with the initial submittal of plans, maps, or other documents for plan review. The Plan Check Fees are based upon the Engineer's Estimate, which shall also be provided at the time the plans are submitted. The Improvement Plan Check fees are 6% of the cost of the improvements based upon the approved Engineer's Estimate. The Grading Plan Check Fee is 2.5% of the Engineer's Estimate, or may be based upon cubic yards of grading. The deposit(s) shall be credited toward the final fee(s) as determined at engineering permit issuance based upon the final, approved

Engineer's Estimate. The deposit shall be paid to the Engineering Department.

68. The applicant shall pay the Improvement and/or Grading Inspection Fee(s) to the Engineering Division at the time of the Grading or Single Parcel Development Permit is issued. The current Improvement Inspection Fee is 5.75% of the cost of grading, and the Grading Inspection Fee is 3% of the cost of Grading. The Grading Inspection Fee may also be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges.

69. The Applicant shall pay a fee of $0.68 per square feet for increases in the area of impervious surfaces created for the project per Municipal Code Chapter 15.104

GIS Update:

70. The applicant shall pay $.05/sf of newly constructed building to the Engineering Division at the time of Single Parcel Development Permit issuance.

71. The applicant shall pay an NPDES Plan Review (SWPPP and/or C.3 Storm Water Control Plan) fee to the Engineering Division in the amounts in effect when the applicant obtains a grading permit. The applicant understands that the current NPDES plan review fee on file, effective September 1, 2010, shall be paid in accordance to the fee schedule approved by Resolution No. 10-11510, a copy of which is available at the City.

72. The applicant shall pay an NPDES Inspection Deposit (SWPPP and/or C.3 Storm Water Control Plan) fee to the Engineering Division in the amounts in effect when the applicant obtains a grading permit. The applicant understands that the current NPDES plan review fee on file, effective September 1, 2010, shall be paid in accordance to the fee schedule approved by Resolution No. 10-11510, a copy of which is available at the City.

Community Facilities District (CFD):

73. Prior to issuance of any building permits, the applicant shall deliver written approval to the Engineering Department to annex the subject property into the Community Facilities District CFD 2005-1, which provides funding for an increase of police coverage in the area. The rate of the CFD fee is subject to the City Council Ordinance No 05-1246.

Facility Reserve Charge:

74. The applicant shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Department, for water and sewer service in the amounts in effect when the applicant

obtains a building permit. The applicant understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Division prior to the issuance of a building permit.

Traffic Conditions and Mitigation Fees:

75. The applicant shall submit a revised internal traffic circulation plan to indicate the location and type of all onsite traffic signage and pavement markings for internal circulation. The new circulation plan shall be submitted to the City's Engineering Division for review and approval prior to the issuance of a grading permit.

76. Parking stall striping shall be added to replace the relocated fuel island in front of the main MDRF, in order to ensure adequate vehicular circulation within the parking lot. Final design of the new parking stall striping shall be subject to review and approval by the City's Community Development Department.

77. The applicant shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect when the applicant obtains a building permit. The applicant understands that the LTMF currently on file is $1.51/sf. The applicant further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City. Fees shall be paid prior to issuance of a building permit.

78. The applicant shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102) (the "RTDIM") amount in effect when the applicant obtains a building permit. The applicant understands that the RTDIM currently on file is $1.47/sf. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a building permit. If no building permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.102.040.

Engineering Submittals:

79. If applicable, the applicant shall submit five (5) copies of the engineering plans, prepared by a registered civil engineer, to include but not be limited to the following:

    a) A Site Plan

    b) A Grading and Drainage Plan

    c) A Utilities Plan

    d) A Landscaping and Irrigation Plan

    e) A Stormwater Control Plan and Report

    f) An Erosion and Sedimentation Control Plan

80. The applicant shall submit a current geotechnical report that substantiates the design features incorporated into this project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be submitted to the Engineering Division for review prior to the approval of any civil plans and issuance of any Engineering permits.

81. The applicant shall submit an Engineer's Estimate with the first plans submittal. This estimate shall include all costs associated with the site development improvements, excluding those costs associated with the construction of the building structure itself.

General NPDES Conditions

82. The applicant shall submit an Erosion and Sedimentation Control Plan, or Stormwater Pollution Prevention Plan (SWPPP), if the project warrants a State General Construction Permit, to the Engineering Division. The erosion control / SWPPP shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site during the construction phase of the project to effectively prohibit the entry of pollutants into storm water runoff and project track out.

83. Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan to meet C.3 obligations. The plans shall include drawings and specifications necessary to implement the permanent BMPs designed in the approved Stormwater Control Plan. Grading and/or

building permits, shall not be issued until this condition is met to the satisfaction of the Engineering Department.

84. Grading and/or building permit plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design featured, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.

85. Prior to final inspection approvals by the Engineering Division, the applicant shall submit a Stormwater BMP Operation and Maintenance Plan for review and approval by the Community Development and Public Works Departments. Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans can be found on the Contra Costa Clean Water Program's web-site: www.cccleanwater.org.

86. Prior to the issuance of a new Certificate of Occupancy, the applicant shall submit the final draft of the Stormwater BMP Operation and Maintenance Plan for review and approval by the Engineering Division. The applicant shall also execute the Operations and Maintenance Agreement, which pertain to the transfer of ownership and / or long-term maintenance of stormwater treatment BMPs or hydrograph modification BMPs. The Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are found on the Contra Costa County Clean Water Program website (www.cccleanwater.org) or the Stormwater C.3 Guidebook, most current edition.

Utilities

87. The applicant shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities shall be borne by the applicant.

88. The design and construction of storm drain, water, and sewer facilities shall be in accordance with PMC section 17.28.020.

89. The applicant shall provide appropriate water service, adequately sized to meet the domestic and fire protection demands for the project.

90. The applicant shall provide appropriate sanitary sewer, adequately sized to accommodate the project's wastewater demand.

91. The applicant shall abandon the existing 6" and 10" water lines that cross Kirker Creek by capping the services at the property line.

Contra Costa County Fire Protection District

92. The applicant shall comply with CCCFPD standard requirements for: a) developer fees related to building permits, a one-time assessment that funds Fire District equipment and other improvements, and b) Benefit Assessment District fees, an annual assessment that supports District staffing.

93. Prior to the issuance of building permits, the three sets of building plans and associated plan review and inspection fees must be submitted to the CCCFPD, with reference to CCCFPD project No. 110777-PL, for review and approval to ensure compliance with fire and life safety requirements.

94. Prior to the issuance of a site development or building permit, the site plans shall be revised to include adequate emergency apparatus access roadways with all-weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13 feet, six (6) inches of vertical clearance to within 150 feet of travel distance to all portions the structure. Access roadways shall have a minimum outside turning radius of 45 feet, and an inside turning radius of 25 feet, and must be capable of supporting the imposed loads of fire apparatus, i.e. 37 tons, as required by the CCCFPD.

95. Prior to the issuance of site improvement plans, the plans must identify access gates (for CCCFPD apparatus) with a minimum width of 20 feet. Access gates shall swing inward and be setback from the public right-of-way by a minimum of 30 feet. Electrically operated gates shall be equipped with a Knox Company key-operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved CCCFPD lock.

96. C&D materials and green waste piles shall be separated from adjacent piles by fire apparatus access roadways with a minimum width of 20 feet. Piles shall not exceed 25 feet in height, 150 feet in width, and 250 feet in length, or as otherwise determined by the CCCFPD.

97. The applicant shall provide two fire hydrants for the project, and hydrant locations, as determined by the CCCFPD. Fire hydrants provided on the site must be the "East Bay" type.

98. Premise address identification shall be provided prior to the issuance of a certificate of occupancy. Such numbers shall contrast with their background and be a minimum of four inches high to be readily visible from the street.

99. The applicant shall install and maintain an automatic fire sensing, suppression and alarm system at the MDRRP in accordance with recommendations from the CCCFPD and the State Fire Marshall prior to the occupancy of the truck maintenance building.

100. In accordance with the CCCFPD requirements, the following precautions shall be instituted by the operator of the facility, unless otherwise determined by the CCCFPD:

a) CCCFPD approved means of monitoring and measuring the temperatures within static piles shall be used to monitor and record internal pile temperatures and be made available for inspection by the CCCFPD;

b) Portable fire extinguishers shall be provided on all vehicles and processing equipment;

c) The operator shall provide for the availability of material handling equipment during any firefighting operations at the project site;

d) No flammable or combustible liquid storage tanks shall be stored on the site without approval and issuance of required permits from the CCCFPD;

e) The operator of the C&D facility shall develop a plan for monitoring, controlling and extinguishing spot fires, subject to CCCFPD review and approval; and

f) Smoking shall not *be* permitted in spaces where flammable C&D materials are stored or handled.

Mitigation Measures

101. Air Quality - MM 3.1.1 (a): The proposed project shall implement BAAQMD-recommended best management practices for the control of fugitive dust including, but not limited to, the following:

a) All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved areas of vehicle travel) shall be watered two times per day.

b) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

c) All vehicle speeds on on-site unpaved areas shall be limited to a maximum of 15 miles per hour.

d) All parking areas, equipment pads, and driveways shall be paved as soon as possible. Equipment pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

e) Where applicable, vegetative ground cover (fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible.

f) A publicly visible sign shall be posted at the site entrance identifying the telephone number and name of the person to contact at the construction site regarding dust complaints. The phone number of the City contact person and/or department shall also be posted to ensure compliance. All complaints, including any necessary corrective actions implemented to address the complaint, shall be documented and responded to within 48 hours. The designated City compliance monitoring staff and/or department shall be notified of all complaints received.

102. Air Quality - MM 3.1.1 (b): The following measures shall be implemented to reduce construction-generated mobile-source emissions:

a) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by Title 13, Section 2485 of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points.

b) All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

c) Heavy-duty (i.e., 25 horsepower or greater) off-road construction equipment shall, at a minimum, meet Tier 3 emission standards.

103. Air Quality - MM 3.1.2 (a): The project applicant shall demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.

104. Air Quality - MM 3.1.2 (b): The operator shall provide a report on the throughput tonnage processed at the facility that would result in operational emissions of NO_X at 90 percent of the allowable threshold of 54 pounds per day and 10 tons per year (i.e., 48.6 pounds of NO_X per day or 9 tons of NO_X per year). The report shall be included as a condition of approval of the use permit and shall be completed by a

qualified air quality professional within one year of approval of the use permit for the expansion. Project-generated tonnages and estimated emissions based on the report shall be evaluated commencing at the five-year state permit review and each year thereafter as tonnage reports are submitted to the City Department of Environmental Affairs and Development Services Department. Once the throughput tonnages reach the amount determined in the report to result in 48.6 pounds of NO_X daily or 9 or more tons of NO_X annually, the operator shall prepare and submit project-generated emissions reports, as described in mitigation measure MM 3.1.2c.

105. Air Quality - MM 3.1.2 (c): Once the project receives a tonnage throughput resulting in 90 percent of assumed NO_X emissions (48.6 pounds of NO_X per day or 9 tons of NO_X per year) as indicated by annual tonnage reports submitted to the City's Department of Environmental Affairs and Development Services Department, the operator shall obtain the services of a qualified specialist, approved by the City Development Services Department in conjunction with the Department of Environmental Affairs, to prepare and submit an annual air quality report showing project-generated NO_X emissions. The annual emissions evaluation shall identify project-generated increases in emissions over those existing at the time of the approval of the use permit, any emission reduction strategies that have been implemented (i.e., use of cleaner equipment, etc.), and any emissions offsets or additional mitigation measures, as described in mitigation measure MM 3.1.2d, that will be implemented sufficient to achieve the threshold of 54 pounds of NO_X per day or 10 tons of NO_X per year. Emissions analyses shall be submitted to the City by April 1 of the following year. Upon the City's approval of the annual air quality report, documentation of any emissions offsets or additional mitigation strategies that have been implemented shall be provided to the City within 30 calendar days.

106. Air Quality - MM 3.1.2 (d): Based on the information provided in the annual report described in mitigation measure MM 3.1.2c, the proposed project shall implement on-site control measures and/or purchase emissions offsets sufficient to limit net increases (as defined) in operational NO_X emissions to no more than 54 pounds per day or 10 tons of NO_X per year. Measures shall be implemented on an ongoing basis corresponding to increases in operational activities. Measures to be implemented to reduce operational NO_X emissions may include, but are not limited to, the following:

a) Use of alternatively fueled vehicles and off-road equipment.

b) Electrification of on-site equipment.

c) Reduction in the number of pieces of motorized equipment and/or hours of use.

d) Replacement/conversion of existing off-road equipment sufficient to meet, at a minimum, CARB's Tier 4i emission standards, or equivalent.

e) Secure emission reduction credits (ERCs) to offset NO_X emissions per BAAQMD Regulations 2-2-215, 302, and 303.

107. Hazards and Hazardous Materials - MM 3.3.2 (a): The project applicant shall either update the existing facility's Construction Worker Site Health and Safety Plan or prepare a new plan to include the entire current project site and proposed site preparation and construction activities. The completed plan shall be implemented during all project construction activities. The plan shall address the potential for workers to be exposed to contaminated soils and shall provide specific measures to be implemented to ensure worker health and safety. These measures may include site controls, use of protective clothing, soil watering, hazard awareness training for workers, and/or emergency medical response procedures.

108. Hazards and Hazardous Materials - MM 3.3.2 (b): The project applicant shall comply with all relevant requirements of the *Covenant to Restrict Use of Property, Environmental Restriction (Re: A limited portion of County of Contra Costa APN 073-200-021 UPI Pittsburg Facility Site L-A Property, DTSC site code number 520024), DOC-2010-0132574-00 recorded by the Contra Costa County Clerk-Recorder's office on July 1, 2010.*

109. Traffic - MM 3.7.1 (a): The proposed project shall contribute their fair share to implement the SR 4 widening project, which would result in improvements at the SR 4 Eastbound Ramps/Loveridge Road intersection that would increase capacity. These improvements include:

a) Convert the existing configuration from a "T" intersection to a four-leg intersection.

b) Modify eastbound approach from its current configuration which provides one shared left-turn/through lane and one right-turn lane to provide two left-turn lanes and one right-turn lane.

c) Modify southbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two left-turn lanes and two through lanes.

d) Modify northbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two through lanes and one right-turn lane.

110. Traffic – MM 3.7.1 (b): The proposed project shall contribute their fair share to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

a) Install a dedicated eastbound right-turn lane on Pittsburg-Antioch Highway.

b) Install a second westbound left-turn lane on Pittsburg-Antioch Highway.

c) Upgrade existing traffic signal equipment to accommodate the changed intersection lane configurations.

111. Traffic - MM 3.7.2: The project applicant shall pay the project's fair share of the cost to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

a) Install an additional left-turn lane on the westbound Pittsburg-Antioch Highway approach.

b) Install a dedicated left-turn lane on the northbound Loveridge Road approach.

c) Convert the existing shared left-turn/through lane on the northbound Loveridge Road approach to be a through-only lane.

d) Modify signal phasing in the north/south direction from split phase to having protected left-turns.

e) Upgrade existing traffic signal equipment to accommodate the recommended intersection lane configurations.

112. Biological Resources - MM 3.8.1 (a): **Burrowing Owl.** Prior to any ground disturbance, a qualified biologist shall conduct a preconstruction survey for burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report), published March 7, 2012. Surveys shall take place no more than 30 days prior to construction and will establish the presence or absence of burrowing owl and/or habitat features and evaluate habitat use by owls. During the surveys, all burrows and burrowing owls will be identified and mapped.

If burrowing owls are found during the breeding season (February 1– August 31), the project applicant shall avoid all nest sites for the remainder of the breeding season or while the nest site is occupied by adults or young. Avoidance measures will include establishment of a 250-foot no disturbance buffer zone surrounding the nest burrow. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate

buffer size. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the non-breeding season (September 1–January 31), the project applicant shall avoid the owls and the burrows they are using through establishment of a 160-foot protective buffer zone surrounding the active burrow.

If avoidance is not possible, passive relocation of occupied burrows shall be implemented outside the breeding season. Owls should be excluded from burrows by installing one-way doors in burrow entrances. These doors should be in place for no less than 48 hours prior to excavation, and the project area shall be monitored daily by a qualified biologist for one week to confirm that the owl has abandoned the burrow.

113. Biological Resources - MM 3.8.1(b): **Swainson's Hawk**. Prior to any ground disturbance that occurs during the nesting season (March 15–September 15), a qualified biologist will conduct a preconstruction survey no more than one month prior to construction to determine if occupied Swainson's hawk nests are present within 1,000 feet of the project site.

If occupied nests are documented, project-related activities within 1,000 feet of an occupied nest site shall be prohibited to prevent nest abandonment. Project-related activities can proceed normally if a qualified biologist determines that young have fledged prior to September 15. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Furthermore, if the active nest site is shielded from view and noise from the project site by other development, topography, or other features (including off-site features), the project applicant can apply to the HCP/NCCP Implementing Entity for a waiver of this avoidance measure. Waivers must also be approved by the USFWS and the CDFW. While the nest is occupied, project-related activities outside the 1,000-foot buffer can take place.

114. Biological Resources - MM 3.8.1(c): **Golden Eagle.** Prior to any ground disturbance that occurs during the nesting season (January 1–August 31), a qualified biologist shall conduct a preconstruction survey not more than one month prior to construction to determine whether active golden eagle nests are present within 0.5 mile of the project site. If active nests are present within 0.5 mile of the project site, project-related activities within 0.5 mile of the nest are prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate

buffer size. Project-related disturbance may proceed once a qualified biological monitor determines that the nest has failed or that the young birds have fledged.

115. Biological Resources - MM 3.8.1(e): **Nesting Bird Surveys**. If clearing and/or construction activities will occur during the migratory bird nesting season (February 15–August 15), preconstruction surveys to identify active migratory bird nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, including a 200-foot buffer.

    If active nest sites are identified within 200 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to migratory bird nesting activities. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 100 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 100 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.

Term of Approval:

116. This approval will expire on May 12, 2017, unless a Solid Waste Permit has been issued by the City of Pittsburg LEA or a written request for extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Planning Commission. The term of the use permit approval for this project shall be co-terminus with the design review approval for this project.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Belleci-Shipe, seconded by Commissioner Gargalikis, the foregoing resolution was passed and adopted the 26th day of May 2015, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Belleci-Shipe, Fardella, Fogleman, Gargalikis, Kelley

NAYES:

ABSTAIN:

ABSENT: Banales, Ohlson

I hereby certify that the above Resolution No. 10002 was adopted by the Planning Commission of the City of Pittsburg on May 26, 2015.

KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

701.03

PC RESO

10001

KP

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Certifying the Environmental Impact Report and Adopting Findings, a Statement of Overriding Considerations and a Mitigations Monitoring and Reporting Program, for "Mt. Diablo Resource Recovery Park, AP-10-712."	)))))	Resolution No. 10001

The Planning Commission DOES resolve as follows:

Section 1. Background

A. On August 9, 2010, Contra Costa Waste Services filed Use Permit and Design Review Application No. 10-712 requesting approval a use permit modification in order to bring the solid waste and recycling operations at the Recycling Center and Transfer Station (RCTS), the Mt. Diablo Recycling Facility (MDRF) and the mixed construction and demolition (Mixed C&D) recycling facility under a single entity referred to as the Mt. Diablo Resource Recovery Park (MDRRP). The proposal also included an increase in the total amount of materials processed per day at all three facilities from 2,200 tons per day (TPD), to a total of 5,500 TPD; establishment of a new commercial recycling and organic processing programs for residential and commercial food wastes; construction of a biomass gasification unit to process clean wood waste into energy for on-site use; and as a possible future phase of the project, a rail haul option for waste transportation purposes. The project site includes a total of 37 acres. The western portion of the property is in the IG (General Industrial) District and the eastern portion of the property is within the IL (Limited Industrial) District. Assessor's Parcel Numbers: 073-200-013, -014, -015, -024 and a portion of -023.

B. The City has discretionary authority over the project and is identified as the lead agency for the project. In accordance with Section 15082 of the State CEQA Guidelines, the City prepared and released a Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR) on May 18, 2011. The NOP was circulated to the public, local, state and federal agencies, and other interested parties for 30 days to solicit comments on the project. The NOP and full text of responses to the NOP are presented in Appendix A of the Draft EIR. An Initial Study for the project was prepared and released for public review along with the NOP. Its conclusion supported preparation of an EIR for the project. The Initial Study is also included in Appendix A of the Draft EIR.

C. The Initial Study for the project preliminarily analyzed the project and its potential impacts. Through this Initial Study, it was determined that the project could potentially have adverse impacts in the areas of air quality, climate change,

hazards and hazardous materials, hydrology and water quality, land use and planning, public services and utilities, transportation and circulation, and biological resources. All other areas of potential environmental impact were determined to have no potential adverse impacts under the project and were eliminated from further analysis. After releasing the NOP, a public scoping session was held on June 2, 2011, to receive additional comments. Concerns raised in response to the NOP were considered during preparation of the Draft EIR.

D. Prior to the Draft EIR being released for public review the applicant filed a modification to their use permit application on September 9, 2014, in order to relocate an existing truck maintenance facility from its current location east of the project site, across Loveridge Road, to the southernmost portion of the MDRRP site. The relocated facility would require construction of a new 18,000 square foot building identified as the SEG truck maintenance facility, to store and maintain trucks associated with the operation. This additional component of the project was added to the Draft EIR analysis.

E. In accordance with Public Resources Code (PRC) Section 21080(d), an EIR was prepared to analyze the potential impacts of the project. A Draft EIR for the project was released for a 45-day public and agency review on December 16, 2014, with the review period ending on January 29, 2015. The Draft EIR contains a description of the project, description of the environmental setting, identification of project impacts and mitigation measures for impacts found to be potentially significant, and an analysis of project alternatives. The Draft EIR was provided to interested public agencies and the public and was made available for review at City offices and on the City's website. The City received ten comment letters from public agencies, interest groups, and the public regarding the Draft EIR.

F. The City received comment letters from public agencies, interest groups, and the public regarding the Draft EIR and prepared a Final Environmental Impact Report (Final EIR) dated April 2015. The Final EIR provided responses to all written comments received on the Draft EIR as required by CEQA. The Final EIR also contained minor edits to the Draft EIR. The Draft EIR and the Final EIR are incorporated herein by reference and together constitute the Final Environmental Impact Report for the Mt. Diablo Resource Recovery Park Project, pursuant to CEQA Guidelines Sections 15098 and 15132, which reflects the City's independent judgment and analysis on the potential environmental impacts of the project.

G. The Final EIR identifies the potential for significant effects on the environment from implementation of the project, most of which can be substantially reduced through the EIR mitigation measures; therefore, approval of the project must include mitigation findings as set forth in Section 3, Part A.1, below. A Mitigation Monitoring and Reporting Program (MMRP), as required by CEQA, is attached as Exhibit D to this resolution and incorporated herein by reference. The MMRP

identifies project mitigation, designation of responsibility for mitigation implementation, and the agency responsible for the monitoring action.

H. Significant effects related to air quality and transportation/circulation identified in the Final EIR cannot be lessened to a level of less than significant; therefore, approval of the project must include findings regarding alternatives and a Statement of Overriding Considerations as set forth in Section 3, Parts A.2 and A.3, respectively.

I. On May 14, 2015, the applicant submitted a letter and revised site plan indicating their desire to relocate the proposed Biomass Gasification Unit to the southern portion of the site, the organics processing unit to the center of the site, and the employee parking to an area along Loveridge Road (previously designated for organics processing), in order to address concerns that had been raised by their neighbors to the north, west and east. According to a memo from the environmental consultant, PMC, dated May 15, 2015, the applicant initiated changes would not result in any new environmental impacts not already addressed in the EIR, and therefore no further analysis would be required in order to incorporate the proposed changes.

J. On April 28, 2015, the Planning Commission held a public meeting and continued the project to May 26, 2015.

K. On or prior to May 15, 2015, notice of the May 26, 2015, public hearing to consider this application was posted at City Hall, the project site and on the city's website; was delivered to the Pittsburg Library; and was mailed via first class mail or email to the property owner, applicant and all other owners of property within 300 feet of the subject site, to utility companies and other agencies anticipated to provide service to the project, and to all interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010 and 18.36.350, Government Code section 65091 and State PRC Sections 21092 and 21092.2.

L. In accordance with CEQA Guidelines section 15088(b), written responses to public agency comments were provided to those public agencies by April 17, 2015, at least ten days prior to the date of the planned certification of the EIR.

M. Documents and other materials constituting the record of the proceedings upon which the City's decision and its findings are based, are located at the City of Pittsburg Planning Division, located at 65 Civic Avenue in Pittsburg, in the custody of the Manager of Planning.

Section 2. Certification of the EIR

A. The Planning Commission certifies that the Final EIR for this project consists of the Draft EIR, dated December 2014, and the Introduction, Comments and

Responses, and Changes to the Draft EIR, dated April 2015.

B. Based on the evidence and oral and written testimony presented at the public hearings, and based on all the information contained in the Planning Division's files on the project, including but not limited to the Final EIR for the project and the Planning Commission staff report entitled "Mt. Diablo Resource Recovery Park Project," dated May 26, 2015, the Planning Commission does certify, in accordance with Section 15090 of the State CEQA Guidelines, that:

1. The Final EIR for the project was prepared in compliance with Public Resources Code Section 21000 et seq. and State CEQA Guidelines Section 15000 et seq.; and

2. The Final EIR was presented to the Planning Commission of the City of Pittsburg, and the Planning Commission has reviewed and considered the information contained in the Final EIR prior to approving the project; and

3. The Final EIR reflects the independent judgment and analysis of the Planning Commission of the City of Pittsburg; and

4. The Final EIR adequately describes the project, its environmental impacts, reasonable alternatives, and appropriate mitigation measures.

Section 3. Adoption of Findings, Statement of Overriding Considerations, and Mitigation, Monitoring and Reporting Program

A. The Planning Commission adopts the following with respect to the project:

1. Mitigation Findings Pursuant to CEQA Guidelines Section 15091, as set forth Exhibit "A" to this resolution and incorporated herein by reference.

2. Findings Concerning Alternatives, as set forth in Exhibit "B" to this resolution and incorporated herein by reference.

3. Statement of Overriding Considerations, as set forth in Exhibit "C" to this resolution and incorporated herein by reference.

4. Mitigation Monitoring Reporting Program, attached as Exhibit "D" to this resolution and incorporated herein by reference.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Fardella, seconded by Commissioner Gargalikis, the foregoing resolution was passed and adopted the 26th day of May 2015, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Belleci-Shipe, Fardella, Fogleman, Gargalikis, Kelley

NAYES:

ABSTAIN:

ABSENT: Banales, Ohlson

I hereby certify that the above Resolution No. 10001 was adopted by the Planning Commission of the City of Pittsburg on May 26, 2015.

KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

Mitigation Findings Pursuant to CEQA Guidelines Section 15091

With respect to potentially significant impacts of the project, the Planning Commission makes each of the findings set forth below.

Air Quality

Impact 3.1.1. Short-Term Construction Emissions of Criteria Air Pollutants and Precursors. Construction-related emissions of criteria air pollutants and precursors could violate or contribute substantially to an existing or projected air quality violation, expose sensitive receptors to substantial pollutant concentrations, and/or conflict with air quality planning efforts.

Mitigation Measure 3.1.1a. The proposed project shall implement BAAQMD-recommended best management practices for the control of fugitive dust including, but not limited to, the following:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved areas of vehicle travel) shall be watered two times per day.
2. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
3. All vehicle speeds on on-site unpaved areas shall be limited to a maximum of 15 miles per hour.
4. All parking areas, equipment pads, and driveways shall be paved as soon as possible. Equipment pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
5. Where applicable, vegetative ground cover (fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible.
6. A publicly visible sign shall be posted at the site entrance identifying the telephone number and name of the person to contact at the construction site regarding dust complaints. The phone number of the City contact person and/or department shall also be posted to ensure compliance. All complaints, including any necessary corrective actions implemented to address the complaint, shall be documented and responded to within 48 hours. The designated City compliance monitoring staff and/or department shall be notified of all complaints received.

Mitigation Measure 3.1.1b. The following measures shall be implemented to reduce construction-generated mobile-source emissions:

1. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by Title 13, Section 2485 of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points.
2. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
3. Heavy-duty (i.e., 25 horsepower or greater) off-road construction equipment shall, at a minimum, meet Tier 3 emission standards.

Mitigation Measure 3.1.1c. To the extent possible, construction of the proposed maintenance building shall utilize pre-coated building materials and low-VOC-content architectural coatings.

Finding: Although the mitigation measure would reduce daily construction-related emissions of reactive organic gases and nitrogen oxide, emissions would not be reduced below applicable Bay Area Air Quality Management District (BAAQMD) significance thresholds. Therefore, even with implementation of the mitigation measure, the impact would remain significant and unavoidable (Draft EIR pages 3.1-23 through -26). No other mitigation measures were recommended to the City during the public comment period for the Draft EIR. The applicant has agreed to all mitigation measures included in the Draft EIR. Specific benefits of the project outweigh these significant impacts, as further set forth in the Statement of Overriding Considerations in Exhibit C, below.

Impact 3.1.2. Long-Term Operational Emissions of Criteria Air Pollutants and Precursors. Long-term operational emissions of criteria air pollutants and precursors could violate or contribute substantially to an existing or projected air quality violation, expose sensitive receptors to substantial pollutant concentrations, and/or conflict with air quality planning efforts.

Mitigation Measure 3.1.2a. The project applicant will be required to demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.

Mitigation Measure 3.1.2b. The operator shall provide a report on the throughput tonnage processed at the facility that would result in operational emissions of NO_X at 90 percent of the allowable threshold of 54 pounds per day and 10 tons per year (i.e., 48.6 pounds of NO_X per day or 9 tons of NO_X per year). The report shall be included as a condition of approval of the use permit and shall be completed by a qualified air quality professional within one year of approval of the use permit for the expansion. Project-generated tonnages and estimated emissions based on the report shall be evaluated commencing at the five-year state permit review and each year thereafter as tonnage reports are submitted to the City Department of Environmental Affairs and Development Services Department. Once the throughput tonnages reach the amount determined in the report to result in 48.6 pounds of NO_X daily or 9 or more tons of NO_X annually, the operator shall prepare and submit project-generated emissions reports, as described in mitigation measure MM 3.1.2c.

Mitigation Measure 3.1.2c. Once the project receives a tonnage throughput resulting in 90 percent of assumed NO_X emissions (48.6 pounds of NO_X per day or 9 tons of NO_X per year) as indicated by annual tonnage reports submitted to the City's Department of Environmental Affairs and Development Services Department, the operator shall obtain the services of a qualified specialist, approved by the City Development Services Department in conjunction with the Department of Environmental Affairs, to prepare and submit an annual air quality report showing project-generated NO_X emissions. The annual emissions evaluation shall identify project-generated increases in emissions over those existing at the time of the approval of the use permit, any emission reduction strategies that have been implemented (i.e., use of cleaner equipment, etc.), and any emissions offsets or additional mitigation measures, as described in mitigation measure MM 3.1.2d, that will be implemented sufficient to achieve the threshold of 54 pounds of NO_X per day or 10 tons of NO_X per year. Emissions analyses shall be submitted to the

City by April 1 of the following year. Upon the City's approval of the annual air quality report, documentation of any emissions offsets or additional mitigation strategies that have been implemented shall be provided to the City within 30 calendar days.

Mitigation Measure 3.1.2d. Based on the information provided in the annual report described in mitigation measure MM 3.1.2c, the proposed project shall implement on-site control measures and/or purchase emissions offsets sufficient to limit net increases (as defined) in operational NO_X emissions to no more than 54 pounds per day or 10 tons of NO_X per year. Measures shall be implemented on an ongoing basis corresponding to increases in operational activities. Measures to be implemented to reduce operational NO_X emissions may include, but are not limited to, the following:

- Use of alternatively fueled vehicles and off-road equipment.
- Electrification of on-site equipment.
- Reduction in the number of pieces of motorized equipment and/or hours of use.
- Replacement/conversion of existing off-road equipment sufficient to meet, at a minimum, CARB's Tier 4i emission standards, or equivalent.
- Secure emission reduction credits (ERCs) to offset NO_X emissions per BAAQMD Regulations 2-2-215, 302, and 303.

Finding: The above feasible mitigation measures will avoid or substantially lessen the significant environmental impact described to a less than significant level by reducing operational emissions of criteria air pollutants and precursors to below the applicable BAAQMD threshold (Draft EIR pages 3.1-26 through -30).

Impact 3.1.4. Exposure of Sensitive Receptors to Substantial Concentrations of Toxic Air Contaminants. Implementation of the project could result in incremental increases in risk or hazards at nearby sensitive receptors in the long term that would exceed applicable significant thresholds.

Mitigation Measure 3.1.2a. The project applicant will be required to demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.

Finding: The above feasible mitigation measure will avoid or substantially lessen the significant environmental impact described to a less than significant level by reducing the incremental increases in cancer risk at the maximally impacted receptor to less than 1 in one million, below the BAAQMD's threshold of significant of 10 in one million (Draft EIR pages 3.1-32 through -33).

Impact 3.1.6. Cumulatively Considerable Net Increase of Criteria Air Pollutants and Precursors. The proposed project, in combination with emission sources in the San Francisco Bay Area Air Basin, would result in a cumulatively considerable net increase of criteria air pollutants and precursors.

Mitigation Measure 3.1.1a. The proposed project shall implement BAAQMD-recommended best management practices for the control of fugitive dust including, but not limited to, the following:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved areas of vehicle travel) shall be watered two times per day.

2. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
3. All vehicle speeds on on-site unpaved areas shall be limited to a maximum of 15 miles per hour.
4. All parking areas, equipment pads, and driveways shall be paved as soon as possible. Equipment pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
5. Where applicable, vegetative ground cover (fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible.
6. A publicly visible sign shall be posted at the site entrance identifying the telephone number and name of the person to contact at the construction site regarding dust complaints. The phone number of the City contact person and/or department shall also be posted to ensure compliance. All complaints, including any necessary corrective actions implemented to address the complaint, shall be documented and responded to within 48 hours. The designated City compliance monitoring staff and/or department shall be notified of all complaints received.

Mitigation Measure 3.1.1b. The following measures shall be implemented to reduce construction-generated mobile-source emissions:

1. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by Title 13, Section 2485 of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points.
2. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
3. Heavy-duty (i.e., 25 horsepower or greater) off-road construction equipment shall, at a minimum, meet Tier 3 emission standards.

Mitigation Measure 3.1.1c. To the extent possible, construction of the proposed maintenance building shall utilize pre-coated building materials and low-VOC-content architectural coatings.

Mitigation Measure 3.1.2a. The project applicant will be required to demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.

Mitigation Measure 3.1.2d. Based on the information provided in the annual report described in mitigation measure MM 3.1.2c, the proposed project shall implement on-site control measures and/or purchase emissions offsets sufficient to limit net increases (as defined) in operational NO_X emissions to no more than 54 pounds per day or 10 tons of NO_X per year. Measures shall be implemented on an ongoing basis corresponding to increases in operational activities. Measures to be implemented to reduce operational NO_X emissions may include, but are not limited to, the following:

- Use of alternatively fueled vehicles and off-road equipment.
- Electrification of on-site equipment.
- Reduction in the number of pieces of motorized equipment and/or hours of use.
- Replacement/conversion of existing off-road equipment sufficient to meet, at a minimum, CARB's Tier 4i emission standards, or equivalent.

- Secure emission reduction credits (ERCs) to offset NO_X emissions per BAAQMD Regulations 2-2-215, 302, and 303.

Finding: The above feasible mitigation measures will avoid or substantially lessen the significant environmental impact described to a less than significant level by reducing operational emissions of criteria air pollutants and precursors to below the applicable BAAQMD threshold (Draft EIR pages 3.1-34 through -35).

Impact 3.1.7. Cumulatively Considerable Contribution to Localized Concentrations of Toxic Air Contaminants. The project, in combination with nearby emission sources, could result in predicted risks or hazards that would exceed applicable significance thresholds at nearby sensitive receptors.

Mitigation Measure 3.1.2a. The project applicant will be required to demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.

Finding: The above feasible mitigation measure will avoid or substantially lessen the significant environmental impact described to a less than cumulatively considerable level by reducing the incremental increases in cancer risk at the maximally impacted receptor (MIR) to less than 1 in one million, below the BAAQMD's threshold of significance of 10 in one million (Draft EIR pages 3.1-35 through -36).

Hazards and Hazardous Materials

Impact 3.3.2. Exposure of Persons to Hazardous Materials During Project Construction. Construction workers could be exposed to hazardous materials during site preparation. However, compliance with existing applicable worker health and safety laws and regulations would minimize potential for exposure.

Mitigation Measure 3.3.2a. The project applicant shall either update the existing facility's Construction Worker Site Health and Safety Plan or prepare a new plan to include the entire current project site and proposed site preparation and construction activities. The completed plan shall be implemented during all project construction activities. The plan shall address the potential for workers to be exposed to contaminated soils and shall provide specific measures to be implemented to ensure worker health and safety. These measures may include site controls, use of protective clothing, soil watering, hazard awareness training for workers, and/or emergency medical response procedures.

Mitigation Measure 3.3.2b. The project applicant shall comply with all relevant requirements of the *Covenant to Restrict Use of Property, Environmental Restriction (Re: A limited portion of County of Contra Costa APN 073-200-021 UPI Pittsburg Facility Site LA Property, DTSC site code number 520024), DOC-2010-0132574-00,* recorded by the Contra Costa County Clerk-Recorder's office on July 1, 2010.

Finding: The above feasible mitigation measures will avoid or substantially lessen the significant environmental impact described to a less than significant level by requiring implementation of specific measures to ensure worker health and safety and by requiring compliance with existing land use restrictions for the site (Draft EIR pages 3.3-14 through -15).

Transportation and Circulation

Impact 3.7.1. Exceedance of LOS Thresholds at Study Intersections. Implementation of the proposed project would result in the degradation of operations at two study intersections.

Mitigation Measure 3.7.1a. The proposed project shall contribute their fair share to implement the SR 4 widening project, which would result in improvements at the SR 4 Eastbound Ramps/Loveridge Road intersection that would increase capacity. These improvements include:

- Convert the existing configuration from a "T" intersection to a four-leg intersection.
- Modify eastbound approach from its current configuration which provides one shared left-turn/through lane and one right-turn lane to provide two left-turn lanes and one right-turn lane.
- Modify southbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two left-turn lanes and two through lanes.
- Modify northbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two through lanes and one right-turn lane.

Finding: The above feasible mitigation measure will avoid or substantially lessen the significant environmental impact described to a less than significant level by requiring the applicant to provide funding for improvements to the affected intersection which would improve the level of service to an acceptable level (Draft EIR pages 3.7-20 through -27).

Mitigation Measure 3.7.1b. The proposed project shall contribute their fair share to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

- Install a dedicated eastbound right-turn lane on Pittsburg-Antioch Highway.
- Install a second westbound left-turn lane on Pittsburg-Antioch Highway.
- Upgrade existing traffic signal equipment to accommodate the changed intersection lane configurations.

Finding: Although the above mitigation measure would provide partial funding for improvements to increase capacity at the affected intersection, funding for the full improvement is not certain, and it is unlikely that the improvements will be in place before the project is completed. Therefore, even with implementation of the mitigation measure, the impact would remain significant and unavoidable. Specific benefits of the project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations in Exhibit C, below (Draft EIR pages 3.7-20 through -29).

Impact 3.7.2. Cumulative Traffic Impacts. Operations at the Pittsburg-Antioch Highway/Loveridge Road intersection are projected to degrade with the addition of project traffic.

Mitigation Measure 3.7.2. The project applicant shall pay the project's fair share of the cost to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:

- Install an additional left-turn lane on the westbound Pittsburg-Antioch Highway approach.
- Install a dedicated left-turn lane on the northbound Loveridge Road approach.
- Convert the existing shared left-turn/through lane on the northbound Loveridge Road approach to be a through-only lane.
- Modify signal phasing in the north/south direction from split phase to having protected left-turns.
- Upgrade existing traffic signal equipment to accommodate the recommended intersection lane configurations.

Finding: Although the above mitigation measure would provide improvement operations at the intersection to acceptable service levels, widening along Loveridge Road to accommodate an additional northbound lane is constrained due to proximity to the railroad crossing. Therefore, improvements to this portion of Loveridge Road would likely be infeasible, the project's contribution to the impact under maximum permitted conditions would be cumulatively considerable, and the impact would remain significant and unavoidable. No other mitigation measures were recommended to the City during the public comment period for the Draft EIR. The applicant has agreed to all mitigation measures included in the Draft EIR. Specific benefits of the project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations in Exhibit C, below (Draft EIR pages 3.7-30 through -35).

Biological Resources

Impact 3.8.1. Substantial Adverse Effects to Special-Status Species. Implementation of project-related activities could result in substantial adverse effects, either directly or through habitat modifications, to special-status species.

Mitigation Measure 3.8.1a. Burrowing Owl. Prior to any ground disturbance, a qualified biologist shall conduct a preconstruction survey for burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report), published March 7, 2012. Surveys shall take place no more than 30 days prior to construction and will establish the presence or absence of burrowing owl and/or habitat features and evaluate habitat use by owls. During the surveys, all burrows and burrowing owls will be identified and mapped.

If burrowing owls are found during the breeding season (February 1–August 31), the project applicant shall avoid all nest sites for the remainder of the breeding season or while the nest site is occupied by adults or young. Avoidance measures will include establishment of a 250-foot no disturbance buffer zone surrounding the nest burrow. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the non-breeding season (September 1–January 31), the project applicant shall avoid the owls and the burrows they are using through establishment of a 160-foot protective buffer zone surrounding the active burrow.

If avoidance is not possible, passive relocation of occupied burrows shall be implemented outside the breeding season. Owls should be excluded from burrows by installing one-way doors in burrow entrances. These doors should be in place for no less than 48 hours prior to excavation, and the project area shall be monitored daily by a qualified biologist for one week to confirm that the owl has abandoned the burrow.

Mitigation Measure 3.8.1b. Swainson's Hawk. Prior to any ground disturbance that occurs during the nesting season (March 15–September 15), a qualified biologist will conduct a preconstruction survey no more than one month prior to construction to determine if occupied Swainson's hawk nests are present within 1,000 feet of the project site.

If occupied nests are documented, project-related activities within 1,000 feet of an occupied nest site shall be prohibited to prevent nest abandonment. Project-related activities can proceed normally if a qualified biologist determines that young have fledged prior to September 15. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Furthermore, if the active nest site is shielded from view and noise from the project site by other development, topography, or other features (including off-site features), the project applicant can apply to the HCP/NCCP Implementing Entity for a waiver of this avoidance measure. Waivers must also be approved by the USFWS and the CDFW. While the nest is occupied, project-related activities outside the 1,000-foot buffer can take place.

Mitigation Measure 3.8.1c. Golden Eagle. Prior to any ground disturbance that occurs during the nesting season (January 1–August 31), a qualified biologist shall conduct a preconstruction survey not more than one month prior to construction to determine whether active golden eagle nests are present within 0.5 mile of the project site. If active nests are present within 0.5 mile of the project site, project-related activities within 0.5 mile of the nest are prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Project-related disturbance may proceed once a qualified biological monitor determines that the nest has failed or that the young birds have fledged.

Mitigation Measure 3.8.1d. Non-Covered Raptor Surveys. If clearing and/or construction activities will occur during the raptor nesting season (January 15–August 15), preconstruction surveys to identify active raptor nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area and a 500-foot buffer (if feasible).

If active nest sites are identified within 500 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to nesting raptors. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 250 feet of any active nest sites until the nest is deemed inactive by a

qualified biologist. Activities permitted within and the size (i.e., 250 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.

Mitigation Measure 3.8.1e. Nesting Bird Surveys. If clearing and/or construction activities will occur during the migratory bird nesting season (February 15–August 15), preconstruction surveys to identify active migratory bird nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, including a 200-foot buffer.

If active nest sites are identified within 200 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to migratory bird nesting activities. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 100 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 100 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.

Finding: The above feasible mitigation measures will avoid or substantially lessen the significant environmental impact described to a less than significant level by ensuring no birds are present or providing for measures to reduce the potential disturbance to nesting or fledgling birds to ensure impacts are reduced to a less than significant level (Draft EIR pages 3.8-29 through -32).

Impact 3.8.5. Conflict with Policies, Ordinances, or Plans. The proposed project conflict with policies, ordinances, or plans, including the East Contra Costa County HCP/NCCP.

Mitigation Measure 3.8.1a. Burrowing Owl. Prior to any ground disturbance, a qualified biologist shall conduct a preconstruction survey for burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report), published March 7, 2012. Surveys shall take place no more than 30 days prior to construction and will establish the presence or absence of burrowing owl and/or habitat features and evaluate habitat use by owls. During the surveys, all burrows and burrowing owls will be identified and mapped.

If burrowing owls are found during the breeding season (February 1–August 31), the project applicant shall avoid all nest sites for the remainder of the breeding season or while the nest site is occupied by adults or young. Avoidance measures will include establishment of a 250-foot no disturbance buffer zone surrounding the nest burrow. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the non-breeding season (September 1–January 31), the project applicant shall avoid the owls and the burrows they are using through establishment of a 160-foot protective buffer zone surrounding the active burrow.

If avoidance is not possible, passive relocation of occupied burrows shall be implemented outside the breeding season. Owls should be excluded from burrows by installing one-way doors in burrow entrances. These doors should be in place for no less than 48 hours prior to excavation, and the project area shall be monitored daily by a qualified biologist for one week to confirm that the owl has abandoned the burrow.

Mitigation Measure 3.8.1b. Swainson's Hawk. Prior to any ground disturbance that occurs during the nesting season (March 15–September 15), a qualified biologist will conduct a preconstruction survey no more than one month prior to construction to determine if occupied Swainson's hawk nests are present within 1,000 feet of the project site.

If occupied nests are documented, project-related activities within 1,000 feet of an occupied nest site shall be prohibited to prevent nest abandonment. Project-related activities can proceed normally if a qualified biologist determines that young have fledged prior to September 15. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Furthermore, if the active nest site is shielded from view and noise from the project site by other development, topography, or other features (including off-site features), the project applicant can apply to the HCP/NCCP Implementing Entity for a waiver of this avoidance measure. Waivers must also be approved by the USFWS and the CDFW. While the nest is occupied, project-related activities outside the 1,000-foot buffer can take place.

Mitigation Measure 3.8.1c. Golden Eagle. Prior to any ground disturbance that occurs during the nesting season (January 1–August 31), a qualified biologist shall conduct a preconstruction survey not more than one month prior to construction to determine whether active golden eagle nests are present within 0.5 mile of the project site. If active nests are present within 0.5 mile of the project site, project-related activities within 0.5 mile of the nest are prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Project-related disturbance may proceed once a qualified biological monitor determines that the nest has failed or that the young birds have fledged.

Mitigation Measure 3.8.1d. Non-Covered Raptor Surveys. If clearing and/or construction activities will occur during the raptor nesting season (January 15–August 15), preconstruction surveys to identify active raptor nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area and a 500-foot buffer (if feasible).

If active nest sites are identified within 500 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to nesting raptors. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will

be imposed within 250 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 250 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.

Mitigation Measure 3.8.1e. Nesting Bird Surveys. If clearing and/or construction activities will occur during the migratory bird nesting season (February 15–August 15), preconstruction surveys to identify active migratory bird nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, including a 200-foot buffer.

If active nest sites are identified within 200 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to migratory bird nesting activities. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 100 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 100 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.

Finding: The above feasible mitigation measures will avoid or substantially lessen the significant environmental impact described to a less than significant level by ensuring no birds are present or providing for measures to reduce the potential disturbance to nesting or fledgling birds. These measures would reduce the project's contribution to impacts to special-status species and sensitive habitats, thereby reducing the proposed project's contribution to the cumulative impact to less than cumulatively considerable (Draft EIR pages 3.8-34 through -35).

Findings Concerning Alternatives

CEQA Guidelines Section 15126.6(a) specifies that the EIR identify alternatives to the project that "would feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any of the significant environmental effects of the project." "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors. In addition, consistent with PRC Section 21002, a project should not be approved if feasible alternatives would substantially lessen the project's significant effects. Significant unavoidable impacts were identified for the project related to air quality and transportation/circulation. The alternatives suggested would have reduced impacts related to air quality and transportation/circulation based on the reduced operational expansion. The following findings determine that the benefits of the project, as proposed, outweigh the impacts and that none of the alternatives would meet the project's goals to increase facility capacities and expand hours of operation to better serve customers and to meet projected solid waste generation rates and to assist the City in reducing greenhouse gas emissions.

Alternative 1: No Project Alternative

The No Project Alternative is described on page 5.0-4 of the Draft EIR and is analyzed on pages 5.0-8 through -14. Under this alternative, the existing Mt. Diablo Recycling Center and Transfer Station would continue to operate under its current permitted capacities and no physical improvements would be made at the project site. This alternative also assumes that no revisions would be made to the facility's current Solid Waste Facility Permit issued by the California Department of Resources Recycling and Recovery (CalRecycle). The facility is currently permitted to process a throughput of 2,200 tons per day (TPD). The facility currently processes less than its permitted capacity, approximately 1,181 TPD. This alternative assumes that the facility would ultimately increase operations to the permitted levels (a 125 percent increase from existing operations), with a proportionate increase in the number of truck and vehicle trips entering and leaving the site. The current permitted capacity is less than the total capacity requested for the proposed project, which is 5,500 TPD.

Finding: This alternative is infeasible and rejected for the following reasons:

1. The Planning Commission finds that the No Project Alternative is rejected as an alternative because it would not meet any of the objectives identified for the project. Specifically, this alternative would not assist in the further reduction of greenhouse gas emissions and would not respond to any of the requirements of Assembly Bill (AB) 32, as it would not result in the generation of renewable energy, would not increase the solid waste diversion rates of the cities and counties it serves beyond that currently permitted, and would not add a business and multi-family residential recycling program.

2. This alternative would not respond to projected population growth and the associated increased solid waste generation in the facility's service area, expand hours of operation at the facility to better serve customers, or consolidate facilities under one permit.

Alternative 2: Biomass and Solar Alternative

The Biomass and Solar Alternative is described on page 5.0-4 and is analyzed on pages 5.0-8 through -14. This alternative assumes that the facility's permitted capacities would not be increased and no new programs would be added to the Mt. Diablo Recycling Facility, Transfer/Processing Facility, Mixed Construction and Demolition (C&D) Processing Facility, or Organics Processing Facility, with the exception of the 40 tons per day increase in clean wood chips to fuel the biomass plant. This alternative assumes that only the construction of the Biomass Gasification Unit on approximately 3.5 acres of expansion land and installation of the solar panels would move forward. Because the facility's capacities would not be substantially increased, no revisions to the facility's Solid Waste Facility Permit would be requested and the proposed addition of sort lines, bays, and other equipment would not be required.

Finding: This alternative is infeasible and rejected for the following reasons:

1. The Planning Commission finds that the Biomass and Solar Alternative is rejected as an alternative because it would not meet several of the objectives identified for the project. This alternative would assist in the further reduction of greenhouse gas emissions through solar and biogas electricity generation; however, it would not achieve the same avoided emissions of greenhouse gases that would be realized under the proposed project related to the avoided landfill methane emissions and the emissions avoided by the use of recycled materials. While this alternative would respond to some of the requirements of AB 32 by installing and operating alternative energy systems on-site, it would not increase the solid waste diversion rates of the cities and counties it serves and would not add a business and multi-family residential recycling program. In addition, this alternative would not respond to projected population growth and increased solid waste generation in the facility's service area, would not expand hours of operation at the facility to better serve customers, and would not consolidate facilities under one permit.

Alternative 3: Limited Expansion Alternative

The Limited Expansion Alternative is described on page 5.0-4 and is analyzed on pages 5.0-8 through -14. This alternative assumes that there would be increases at the Mt. Diablo Recycling Facility, Transfer/Processing Facility, Mixed Construction and Demolition (C&D) Processing Facility, or Organics Processing Facility, but the permit would seek an expansion to only 55 percent of the requested permit level of the proposed project. Therefore, the operating condition of the facility under this alternative (operating at 55 percent of the maximum permitted level under the proposed project) would be 3,050 tons per day (TPD), compared to 5,500 TPD for the proposed project.

Finding: This alternative is infeasible and rejected for the following reasons:

1. The Planning Commission specifically finds that the Limited Expansion Alternative is rejected as an alternative because it would not meet some of the objectives identified for the project. Because this alternative limits the throughput at the facility to a level that is consistent with the current level of throughput relative to the facility's existing permitted capacity, this alternative may not be consistent with the objective related to significantly expanding the facility's capacities and hours of operation

to meet projected population growth and better serve customers and to meet projected solid waste generation rates until the year 2035.

2. It is likely that if the existing facility is not expanded, then another facility would have to be constructed or expanded, resulting in additional environmental impacts in order to accommodate future State-mandated waste diversion goals.

Exhibit "C"

Statement of Overriding Conditions

The project will result in significant and unavoidable individual impacts in the area of air quality and significant and unavoidable individual and cumulative impacts in the area of transportation.

After review of the entire administrative record, including the Final EIR, the Planning Commission staff report, and oral and written testimony and evidence presented at public hearings on the project, the Planning Commission finds that specific economic, legal, social, technological, and other anticipated benefits of the project outweigh the unavoidable adverse impact, and therefore justify the approval of the Mt. Diablo Resource Recovery Park Project. The project would eliminate or substantially lessen all significant effects on the environment, where feasible, and the Planning Commission finds that the remaining significant unavoidable impacts of the project are acceptable because the benefits outweigh the impacts. The Planning Commission finds that each of the overriding considerations set forth below constitute a separate and independent ground for such a finding. The project will result in the following substantial benefits, which justify the project:

1. The project would assist the City of Pittsburg and Contra Costa County in reducing greenhouse gas emissions and complying with the measures of the adopted AB 32 Scoping Plan by 2020 by generating renewable energy, increasing solid waste diversion rates, and expanding programs to provide recycling to businesses and multi-family residences.

2. The project would assist the City of Pittsburg and Contra Costa County in maintaining compliance with AB 939 mandates requiring 50 percent diversion of solid waste from landfills and preparing to accommodate future AB 939 goals and mandates, such as assisting in the statewide recycling goal of a 75 percent recycling rate by 2020, consistent with AB 341.

3. The project would assist the City of Pittsburg and Contra Costa County in implementing the mandatory commercial recycling program required by AB 341.

MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

The California Environmental Quality Act (CEQA) Guidelines, Section 15091(d), requires public agencies, as part of the certification of an environmental impact report, to adopt a mitigation monitoring and reporting program to ensure that changes made to the project as conditions of project approval to mitigate or avoid significant environmental effects are implemented. The Mitigation Monitoring and Reporting Program (MMRP) contained herein is intended to satisfy the requirements of CEQA as they relate to the Mt. Diablo Resource Recovery Park Project (project) in the City of Pittsburg (City). The MMRP is intended to be used by City staff and mitigation monitoring personnel during implementation of the project.

The MMRP will provide for monitoring of construction activities as necessary, in-the-field identification and resolution of environmental concerns, and reporting to City staff. The MMRP will consist of the components described below.

COMPLIANCE CHECKLIST

The table below contains a compliance-monitoring checklist that identifies the newly adopted mitigation measures, identification of agencies responsible for enforcement and monitoring, and timing of implementation.

MITIGATION MONITORING PLAN

MM Number	Mitigation Measure	Timing/Implementation	Enforcement/Monitoring	Verification (date and signature)
MM 3.1.1	a. The proposed project shall implement BAAQMD-recommended best management practices for the control of fugitive dust including, but not limited to, the following: 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved areas of vehicle travel) shall be watered two times per day. 2. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 3. All vehicle speeds on on-site unpaved areas shall be limited to a maximum of 15 miles per hour. 4. All parking areas, equipment pads, and driveways shall be paved as soon as possible. Equipment pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 5. Where applicable, vegetative ground cover (fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible. 6. A publicly visible sign shall be posted at the site entrance identifying the telephone number and name of the person to contact at the construction site regarding dust complaints. The phone number of the City contact person and/or department shall also be posted to ensure compliance. All complaints, including any necessary	Measures shall be added as conditions of approval for all development permits	City of Pittsburg Development Services Department	

	corrective actions implemented to address the complaint, shall be documented and responded to within 48 hours. The designated City compliance monitoring staff and/or department shall be notified of all complaints received. b. The following measures shall be implemented to reduce construction-generated mobile-source emissions: 1. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by Title 13, Section 2485 of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points. 2. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. 3. Heavy-duty (i.e., 25 horsepower or greater) off-road construction equipment shall, at a minimum, meet Tier 3 emission standards. c. To the extent possible, construction of the proposed maintenance building shall utilize pre-coated building materials and low-VOC-content architectural coatings.			
MM 3.1.2a	The project applicant shall demonstrate that all heavy-duty off-road equipment (i.e., 25 hp or greater) used at the project site meets, at a minimum, CARB's Tier 4i emission standards.	Prior to operation of new facilities	City of Pittsburg Development Services Department and Department of Environmental Affairs	

MM 3.1.2b	The operator shall provide a report on the throughput tonnage processed at the facility that would result in operational emissions of NO_X at 90 percent of the allowable threshold of 54 pounds per day and 10 tons per year (i.e., 48.6 pounds of NO_X per day or 9 tons of NO_X per year). The report shall be included as a condition of approval of the use permit and shall be completed by a qualified air quality professional within one year of approval of the use permit for the expansion. Project-generated tonnages and estimated emissions based on the report shall be evaluated commencing at the five-year state permit review and each year thereafter as tonnage reports are submitted to the City Department of Environmental Affairs and Development Services Department. Once the throughput tonnages reach the amount determined in the report to result in 48.6 pounds of NO_X daily or 9 or more tons of NO_X annually, the operator shall prepare and submit project-generated emissions reports, as described in mitigation measure MM 3.1.2c.	Completion of the report shall be a condition of approval of the use permit and shall be completed prior to issuance of the Solid Waste Facility Permit	City of Pittsburg Development Services Department and Department of Environmental Affairs	
MM 3.1.2c	Once the project receives a tonnage throughput resulting in 90 percent of assumed NO_X emissions (48.6 pounds of NO_X per day or 9 tons of NO_X per year) as indicated by annual tonnage reports submitted to the City's Department of Environmental Affairs and Development Services Department, the operator shall obtain the services of a qualified specialist, approved by the City Development Services Department in conjunction with the Department of Environmental Affairs, to prepare and submit an annual air quality report showing project-generated NO_X emissions. The annual emissions evaluation shall identify project-generated increases in emissions over those existing at the time of the approval of the use permit, any emission reduction strategies that have been implemented (i.e., use of cleaner equipment, etc.), and any emissions offsets or additional mitigation measures, as described in mitigation measure MM 3.1.2d, that will be implemented sufficient to achieve the threshold of 54 pounds of NO_X per day or 10 tons of NO_X per year. Emissions analyses shall be submitted to the City by April 1 of the following year. Upon the City's approval of the annual air quality report, documentation of	Annually as described	City of Pittsburg Development Services Department and Department of Environmental Affairs	

	any emissions offsets or additional mitigation strategies that have been implemented shall be provided to the City within 30 calendar days.			
MM 3.1.2d	Based on the information provided in the annual report described in mitigation measure MM 3.1.2c, the proposed project shall implement on-site control measures and/or purchase emissions offsets sufficient to limit net increases (as defined) in operational NO_x emissions to no more than 54 pounds per day or 10 tons of NO_x per year. Measures shall be implemented on an ongoing basis corresponding to increases in operational activities. Measures to be implemented to reduce operational NO_x emissions may include, but are not limited to, the following: • Use of alternatively fueled vehicles and off-road equipment. • Electrification of on-site equipment. • Reduction in the number of pieces of motorized equipment and/or hours of use. • Replacement/conversion of existing off-road equipment sufficient to meet, at a minimum, CARB's Tier 4i emission standards, or equivalent. Secure emission reduction credits (ERCs) to offset NO_x emissions per BAAQMD Regulations 2-2-215, 302, and 303.	Annually as described	City of Pittsburg Development Services Department and Department of Environmental Affairs	
MM 3.3.2a	The project applicant shall either update the existing facility's Construction Worker Site Health and Safety Plan or prepare a new plan to include the entire current project site and proposed site preparation and construction activities. The completed plan shall be implemented during all project construction activities. The plan shall address the potential for workers to be exposed to contaminated soils and shall provide specific measures to be implemented to ensure worker health and safety. These measures may include site controls, use of protective clothing,	Prior to issuance of grading permits for the 18.5 acre expanded site.	City of Pittsburg Development Services Department	

	soil watering, hazard awareness training for workers, and/or emergency medical response procedures.			
MM 3.3.2b	The project applicant shall comply with all relevant requirements of the *Covenant to Restrict Use of Property, Environmental Restriction (Re: A limited portion of County of Contra Costa APN 073-200-021 UPI Pittsburg Facility Site L-A Property, DTSC site code number 520024), DOC-2010-0132574-00 recorded by the Contra Costa County Clerk-Recorder's office on July 1, 2010.*	During Site Preparation and Construction	City of Pittsburg Development Services Department	
MM 3.7.1a	The proposed project shall contribute their fair share to implement the SR 4 widening project, which would result in improvements at the SR 4 Eastbound Ramps/Loveridge Road intersection that would increase capacity. These improvements include: • Convert the existing configuration from a "T" intersection to a four-leg intersection. • Modify eastbound approach from its current configuration which provides one shared left-turn/through lane and one right-turn lane to provide two left-turn lanes and one right-turn lane. • Modify southbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two left-turn lanes and two through lanes. • Modify northbound approach from its current configuration which provides one through lane and one shared through/right-turn lane to provide two through lanes and one right-turn lane.	Payment of fees shall be included as a condition of approval of a Conditional Use Permit	City of Pittsburg Development Services Department	
MM 3.7.1b	The proposed project shall contribute their fair share to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection:	Payment of fees shall be included as a condition of	City of Pittsburg Development Services Department	

	• Install a dedicated eastbound right-turn lane on Pittsburg-Antioch Highway. • Install a second westbound left-turn lane on Pittsburg-Antioch Highway. • Upgrade existing traffic signal equipment to accommodate the changed intersection lane configurations.	approval of a Conditional Use Permit		
MM 3.7.2	The project applicant shall pay the project's fair share of the cost to implement the following measures at the Pittsburg-Antioch Highway/Loveridge Road intersection: • Install an additional left-turn lane on the westbound Pittsburg-Antioch Highway approach. • Install a dedicated left-turn lane on the northbound Loveridge Road approach. • Convert the existing shared left-turn/through lane on the northbound Loveridge Road approach to be a through-only lane. • Modify signal phasing in the north/south direction from split phase to having protected left-turns. • Upgrade existing traffic signal equipment to accommodate the recommended intersection lane configurations.	Payment of fees shall be included as a condition of approval of a Conditional Use Permit	City of Pittsburg Development Services Department	
MM 3.8.1a	**Burrowing Owl.** Prior to any ground disturbance, a qualified biologist shall conduct a preconstruction survey for burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report), published March 7, 2012. Surveys shall take place no more than 30 days prior to construction and will establish the presence or absence of burrowing owl and/or habitat features and evaluate habitat use	Prior to and during construction activities	City of Pittsburg Planning Department	

	by owls. During the surveys, all burrows and burrowing owls will be identified and mapped. If burrowing owls are found during the breeding season (February 1–August 31), the project applicant shall avoid all nest sites for the remainder of the breeding season or while the nest site is occupied by adults or young. Avoidance measures will include establishment of a 250-foot no disturbance buffer zone surrounding the nest burrow. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the non-breeding season (September 1–January 31), the project applicant shall avoid the owls and the burrows they are using through establishment of a 160-foot protective buffer zone surrounding the active burrow. If avoidance is not possible, passive relocation of occupied burrows shall be implemented outside the breeding season. Owls should be excluded from burrows by installing one-way doors in burrow entrances. These doors should be in place for no less than 48 hours prior to excavation, and the project area shall be monitored daily by a qualified biologist for one week to confirm that the owl has abandoned the burrow.			
MM 3.8.1b	**Swainson's Hawk.** Prior to any ground disturbance that occurs during the nesting season (March 15–September 15), a qualified biologist will conduct a preconstruction survey no more than one month prior to construction to determine if occupied Swainson's hawk nests are present within 1,000 feet of the project site. If occupied nests are documented, project-related activities	Prior to and during construction activities	City of Pittsburg Planning Department	

	within 1,000 feet of an occupied nest site shall be prohibited to prevent nest abandonment. Project-related activities can proceed normally if a qualified biologist determines that young have fledged prior to September 15. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Furthermore, if the active nest site is shielded from view and noise from the project site by other development, topography, or other features (including off-site features), the project applicant can apply to the HCP/NCCP Implementing Entity for a waiver of this avoidance measure. Waivers must also be approved by the USFWS and the CDFW. While the nest is occupied, project-related activities outside the 1,000-foot buffer can take place.			
MM 3.8.1c	**Golden Eagle.** Prior to any ground disturbance that occurs during the nesting season (January 1–August 31), a qualified biologist shall conduct a preconstruction survey not more than one month prior to construction to determine whether active golden eagle nests are present within 0.5 mile of the project site. If active nests are present within 0.5 mile of the project site, project-related activities within 0.5 mile of the nest are prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity indicate that a smaller buffer could be used, the HCP/NCCP Implementing Entity will coordinate with the CDFW and the USFWS to determine the appropriate buffer size. Project-related disturbance may proceed once a qualified biological monitor determines that the nest has failed or that the young birds have fledged.	Prior to and during construction activities	City of Pittsburg Planning Department	
MM 3.8.1d	**Non-Covered Raptor Surveys.** If clearing and/or construction activities will occur during the raptor nesting season (January 15–August 15), preconstruction surveys to identify active raptor nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by	Prior to and during construction activities	City of Pittsburg Planning Department	

	a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area and a 500-foot buffer (if feasible). If active nest sites are identified within 500 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to nesting raptors. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 250 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 250 feet) of LOPs may be adjusted through consultation with the CDFW and/or the East Contra Costa County HCP/NCCP Implementing Entity.			
MM 3.8.1e	**Nesting Bird Surveys.** If clearing and/or construction activities will occur during the migratory bird nesting season (February 15–August 15), preconstruction surveys to identify active migratory bird nests shall be conducted by a qualified biologist within 30 days of construction initiation. Focused surveys must be performed by a qualified biologist for the purpose of determining presence/absence of active nest sites within the proposed impact area, including a 200-foot buffer. If active nest sites are identified within 200 feet of project activities, the project applicant shall impose a limited operating period (LOP) for all active nest sites prior to commencement of any project construction activities to avoid construction-related disturbances to migratory bird nesting activities. An LOP constitutes a period during which project-related activities (i.e., vegetation removal, earth moving, and construction) will not occur and will be imposed within 100 feet of any active nest sites until the nest is deemed inactive by a qualified biologist. Activities permitted within and the size (i.e., 100 feet) of LOPs may be adjusted through consultation with the CDFW and/or	Prior to and during construction activities	City of Pittsburg Planning Department	

	the East Contra Costa County HCP/NCCP Implementing Entity.			

Attachment 12:

2015 EIR and 1st Addendum

available online at: www.pittsburgca.gov/MDRR

City of Pittsburg
Community Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **PLANNING COMMISSION** of the City of Pittsburg will conduct an online public hearing on:

DATE: **August 24, 2021**
TIME: **7:00 p.m.**
PLACE: **Zoom Teleconference via Streaming Media on the City's homepage:**
www.pittsburgca.gov (see public advisory on last page)

Concerning the following matter:

Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)
This is a public hearing on a request for a recommendation for City Council approval of: 1) an amendment to the existing use permit (originally approved in 2018) for operational enhancements at the existing Recycle Center Transfer Station/Mt. Diablo Resource Recovery Park; 2) design review approval of plans to construct sixteen new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; and 3) approval of a Development Agreement. The Commission is also being asked to consider the 2nd Addendum to the Final Environmental Impact Report (FEIR) prepared for the project. The FEIR is available at www.pittsburgca.gov/MDRR. The Project is located at 1300 Loveridge Road in the IG (General Industrial) and IL-O (Limited Industrial with a Limited Overlay) districts. Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028, and 073-200-029.

PROJECT PLANNER: Joan Lamphier, (925) 252-4920 or planning@ci.pittsburg.ca.us

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Why am I receiving this notice?
You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

Where can I get more information about this project?
The complete file for this project is available for public inspection; please contact the project planner listed above to make necessary arrangements.

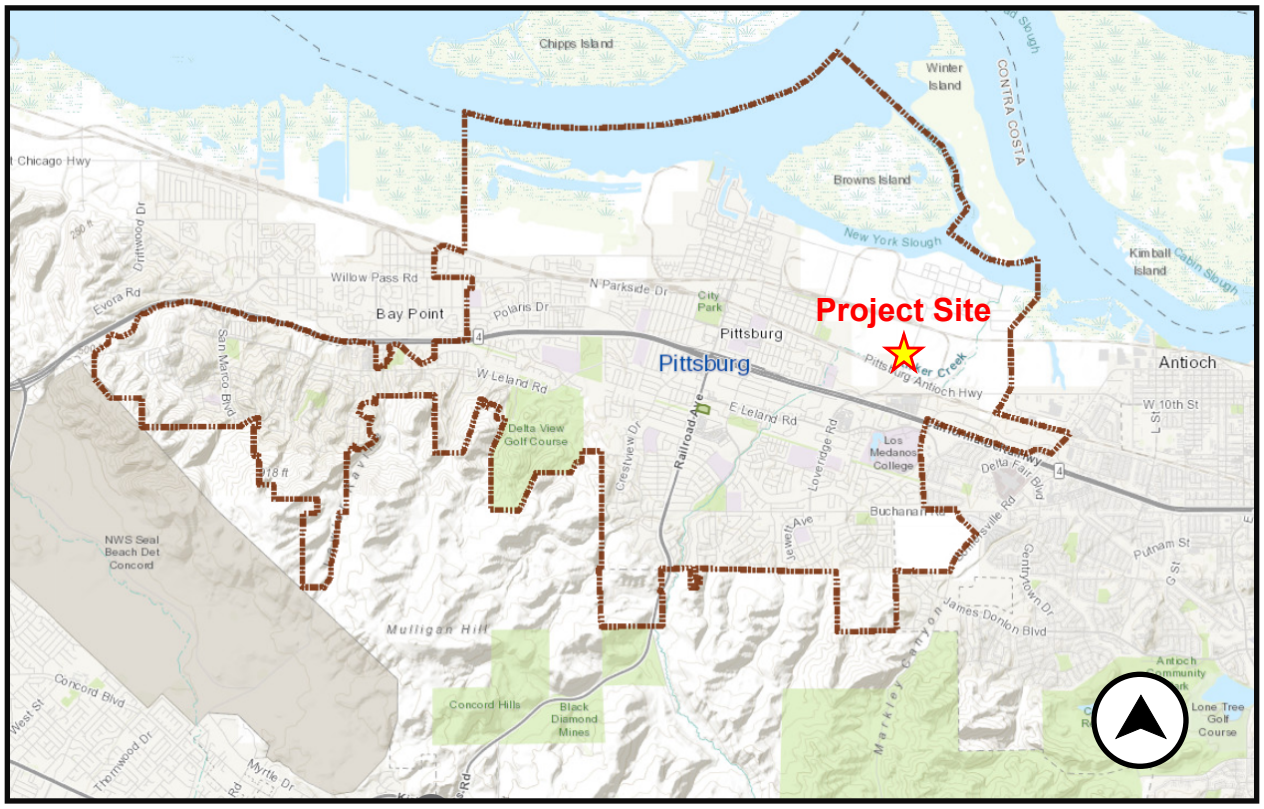
What can I do if I have comments on the project?
Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to meetingcomments@ci.pittsburg.ca.us or may be mailed to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the virtual public hearing on the date and time listed above (see public advisory on last page for details on how to register a phone-in comment).

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.

Para información en español:
(925) 252-4920

JORDAN DAVIS, ACTING SECRETARY
PITTSBURG PLANNING COMMISSION

Project Title: Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)
Location: 1300 Loveridge Road, Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028, and 073-200-029.



PUBLIC ADVISORY:
THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting of the Planning Commission will be conducted electronically through Zoom and broadcast live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber will not be open for the meeting. Planning Commissioners will be participating electronically and will not be physically present in the Council Chamber.

Live comments will be allowed by members of the public via teleconferencing during Zoom meetings and written comments received after 3:00 p.m. on the day of the meeting will be read aloud by staff. To be placed in a queue to comment, please adhere to the following instructions.

To Participate in Public Comment During the Meeting:

- Notify the City Clerk's Office via email by 3:00 p.m. on the meeting date that you would like to be placed in the queue for general Public Comments, or comments on a specific agenda item. Requests received after 3:00 p.m. on the date of the meeting will not be able to comment.
- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
- Your email must include the words **"FOR PUBLIC COMMENT"** in the subject line and specify the **Agenda Item number or Non-Agenda** as appropriate.
- You will receive an email confirmation with instructions to log in.
- Once the meeting starts (check the "Agendas & Live Meetings" link on the City's website at www.pittsburgca.gov) you can phone in to Zoom. If you log in before the event has started you may be disconnected.
- You will be added to the meeting as an attendee and will be called upon by staff for phone-in comments.
- Speakers will be muted until their opportunity to provide public comment.
- All comments will be subject to the three-minute time limitation (approximately 350 words).
- The City requests speakers begin their comments by providing their name and city of residence for the record – although providing this is not required for participation.
- Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

The City of Pittsburg thanks you in advance for taking all precautions to prevent the spread of the COVID 19 virus.

City of Pittsburg
Community Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **CITY COUNCIL** of the City of Pittsburg will conduct an online public hearing on:

DATE: **September 20, 2021**
TIME: **7:00 p.m.**
PLACE: **Zoom Teleconference via Streaming Media on the City's homepage: www.pittsburgca.gov (see public advisory on last page)**

Concerning the following matter:

Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)
This is a public hearing on a request for: 1) an amendment to the existing use permit (originally approved in 2018) for operational enhancements at the existing Recycle Center Transfer Station/Mt. Diablo Resource Recovery Park; 2) design review approval of plans to construct sixteen new structures totaling 448,900 square feet of new building area for a total of 570,580 square feet of development; 3) approval of a Development Agreement; and 4) adoption of the 2nd Addendum to the Final Environmental Impact Report (FEIR) prepared for the project (the FEIR is available at www.pittsburgca.gov/MDRR). The Project is located at 1300 Loveridge Road in the IG (General Industrial) and IL-O (Limited Industrial with a Limited Overlay) districts. Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028, and 073-200-029. On August 24, 2021, the Planning Commission adopted Resolution 10173 recommending approval of the proposal in its entirety.

PROJECT PLANNER: Joan Lamphier, (925) 252-4920 or planning@ci.pittsburg.ca.us

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Why am I receiving this notice?
You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

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What can I do if I have comments on the project?
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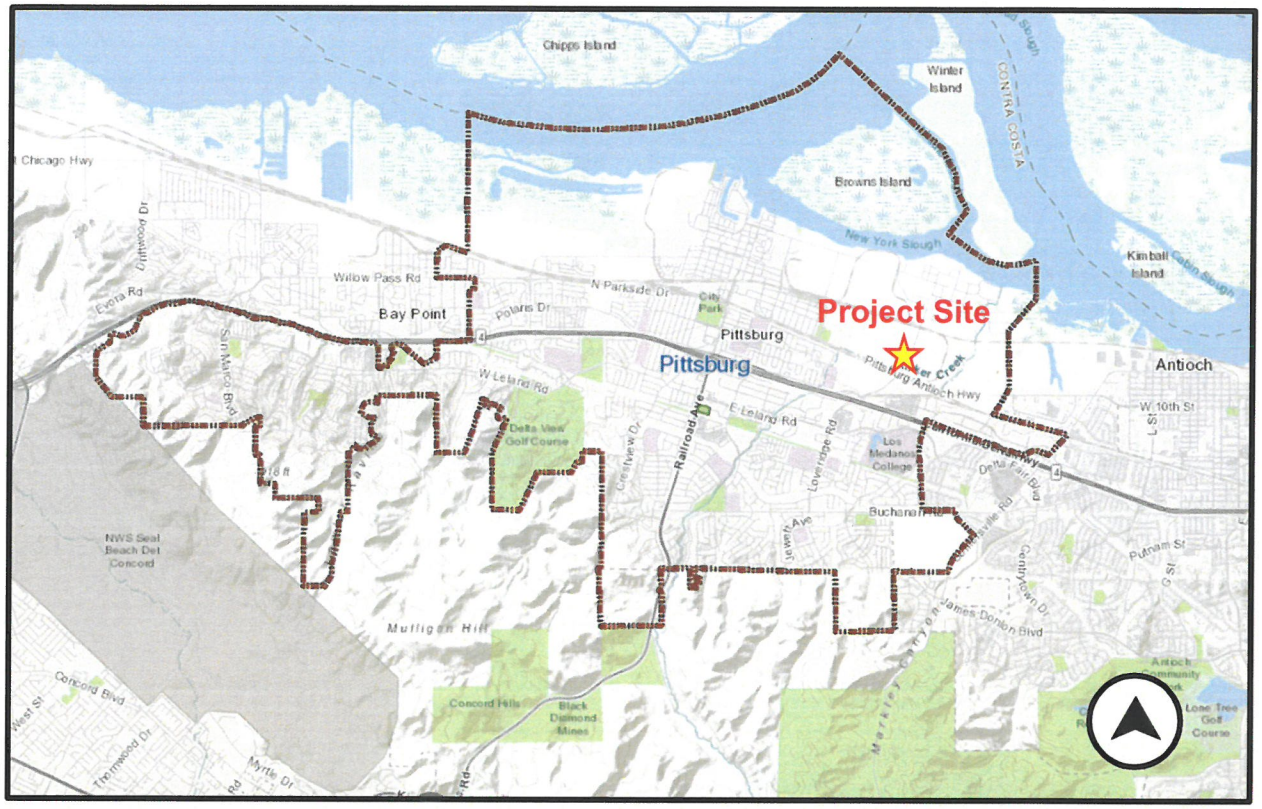
Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.

Para información en español:
(925) 252-4920

Amanda Mc Day for
Alice E. Evenson, City Clerk

Project Title: Mt. Diablo Resource Recovery Park Enhancements Project, AP-21-1553 (UP, DR, DA)
Location: 1300 Loveridge Road, Assessor's Parcel Nos. 073-200-013, 073-200-014, 073-200-015, 073-200-026, 073-200-027, 073-200-028, and 073-200-029.



PUBLIC ADVISORY:
THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

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- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
- Your email must include the words **"FOR PUBLIC COMMENT"** in the subject line and specify the **Agenda Item number or Non-Agenda** as appropriate.
- You will receive an email confirmation with instructions to log in.
- Once the meeting starts (check the "Agendas & Live Meetings" link on the City's website at www.pittsburgca.gov) you can phone in to Zoom. If you log in before the event has started you may be disconnected.
- You will be added to the meeting as an attendee and will be called upon by staff for phone-in comments.
- Speakers will be muted until their opportunity to provide public comment.
- All comments will be subject to the three-minute time limitation (approximately 350 words).
- The City requests speakers begin their comments by providing their name and city of residence for the record – although providing this is not required for participation.
- Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

The City of Pittsburg thanks you in advance for taking all precautions to prevent the spread of the COVID 19 virus.

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Rate Increase requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

Contra Costa Waste Service, Inc.(Operator) operates a Recycling Center and Transfer Station (RCTS) on Loveridge Road under a Franchise Agreement between Contra Costa Waste Service and the City of Pittsburg. The Agreement requires that the Operator obtain City Council approval prior to increasing authorized mixed waste rate charged at the RCTS. The Operator has requested rate increases for Consumer Price Index (CPI) and other increased operating costs to accommodate new State-mandated processing and diversion requirements. After a review, City staff recommends approval of the rate increases as requested.

FISCAL IMPACT

Approval of this Resolution will have no fiscal impact on the City's General Fund.

RECOMMENDATION

City Council adopt the attached Resolution approving the rate increases requested by Contra Costa Waste Service for operation of the Recycling Center and Transfer Station, effective January 1, 2022.

BACKGROUND

The Operator, which operates the RCTS, receives and processes municipal solid waste and separates recyclable raw materials to reduce overall waste from being landfilled in accordance with the City's waste diversion requirements. The City has a Franchise Agreement with Contra Costa Waste Service for the Operation of the RCTS, which allows for the modification of the mixed-waste rate charged to customers following prior review and approval by the City Council.

On May 28, 2021, the City received a letter from the Operator requesting a rate increase at the RCTS. The increase request is for costs associated with new infrastructure, equipment and processing of municipal solid waste for the recovery of organic materials in accordance with new state mandates under SB 1383, California's Short-lived Climate Pollutants, Organic Waste Reductions law finalized in November 2020, as well as the increased cost for processing recyclables to meet the new strict near zero contaminate criteria. The Operator is requesting the increase be spread over a three-year period.

In addition to these new facility physical asset and processing requirements, the Operator is requesting a Consumer Price Index increase based on the All-Urban Consumers, San Francisco-Oakland-San Jose (CPI) from August to August as allowed and approved per the Franchise Agreement.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

In September 2016, Governor Edmund Brown Jr. signed SB 1383 Lara, Chapter 395, Statutes of 2016, in a statewide effort to reduce emissions of short-lived climate pollutants, in particular methane emissions, by reducing the disposal of organic materials into landfills. The targets created: reduce organic waste disposal 50% by 2020 and 75% by 2025; rescue for people to eat at least 20% of currently disposed surplus food by 2025. The regulations to accomplish these targets was finalized in November 2020.

The Operator is required to meet these state-mandated requirements as identified in Franchise Agreements not only with the City, but other jurisdictions it serves. To meet these high diversion and regulatory requirements, the Operator has set forth a long-term Master Plan within its amended Land Use Permit which the Planning Commission approved on August 24, 2021. The first and second phase of the project will be the construction of a maintenance building to service the needs of RCTS and MDR and a building to manage and process organic materials, a key requirement for compliance with SB 1383.

As part of the request submitted, the Operator provided backup documents that outline the costs of infrastructure and post-processing of organics, the continued increased processing of recyclables to meet strict zero contaminations requirements and the construction of a maintenance facility on-site to service the multitude of equipment on the property. The Operator has demonstrated a commitment to the City with the purchase of land surrounding RCTS to allow for additional infrastructure to be built for the phasing in of the expansion outlined in the Master Plan and the expansion of Mt. Diablo Recycling (MDR) with the addition of processing equipment and robotics.

Therefore, to manage the costs associated with the infrastructure, equipment, and processing as described above, the Operator is requesting an increase of the current mixed waste rate tipping fee of $113.00 per ton to $129.25 per ton or an increase of $16.25 to be spread over three years at $5.42 per year. In addition, the Operator is requesting a CPI rate increase based on the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose from August 2019 to August 2020, as outlined in their Franchise Agreement, which is 1.6 percent for 2021. The Operator will request annual CPI rate increases and the attached Resolution will authorize the City Manager to approve subsequent years to 2023 with up to a 4.00 percent CPI increase. If the CPI rate increase

request is greater than 4.00 percent, the request would be brought back before the City Council for approval.

Staff reviewed a list provided by the Operator of rates charged at other transfer stations in the region as well as the two (2) within Contra Costa County. The rates charged at the other locations in Contra Costa County are as follows:

Golden Bear Transfer Station (formerly West Contra Costa Sanitary Landfill)	
(Owner – Republic Services, Inc., Richmond)	$ 136.80/ton
Contra Costa Transfer & Recovery Station	
(Owner – Republic Services, Inc., Martinez)	$ 115.00/ton
Recycling Center & Transfer Station	
(Owner – Contra Costa Waste Service, Pittsburg)	$ 113.00/ton (Present)
Proposed 1-1-22	*$120.00/ton*

In reviewing the rates charged by other transfer stations in Contra Costa County, the Operator's new rate requested is comparable to rates charged by other operators. The Bay Area average is $134.68 per ton and the new proposed rate is below the average. It is anticipated that other transfer stations in the Bay Area will be increasing their rates as well due to the mandated management of organic materials as outlined in SB1383.

Staff concurs with the justification provided by the Operator and recommends the City Council approve the following:

- An increase of $16.25 for the costs associated with the infrastructure, equipment, and processing to be spread over three years at $5.42/ton per year
- A CPI increase of 1.6 percent for 2021 and the City Manager authorized to approve an annual CPI adjustment for 2022 and 2023 up to 4.0 percent
- A new authorized mixed waste rate of $120.00 per ton beginning January 1, 2022

ATTACHMENTS:

Resolution 21-
Request letter dated May 28, 2021 from Contra Costa Waste Service
Summary Presentation
Proposed Gate rate increases and detail 2022-2024
Gate Rate Comps

Report Prepared By: Laura L. Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving an Increase of the Authorized Mixed Rate Requested By Contra Costa Waste Service for The Operation of the Recycling Center and Transfer Station	))))	RESOLUTION NO. 21-

WHEREAS, the City of Pittsburg has a Franchise Agreement with Contra Costa Waste Service, Inc. (Operator) to Operate a Recycling Center and Transfer Station (RCTS) on Loveridge Road; and

WHEREAS, the Operator has requested a rate increase at the RCTS for costs associated with the new infrastructure, equipment and processing of municipal solid waste for the recovery of organic materials in accordance with the recent state law to address short-lived climate pollutants and reduce organic waste disposal, SB 1383 of 2016; and

WHEREAS, the Operator is requesting an increase of $16.25 per ton for the costs associated with the infrastructure, equipment, and processing to be spread over three years at $5.42 per ton per year and a CPI rate increase based on the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose from August 2019 to August 2020, as set forth in the Franchise Agreement, which is 1.6 percent for 2021; and

WHEREAS, the two other public transfer stations located in Contra Costa County charge $136.80 per ton (Golden Bear Transfer Station, Richmond) and $115 per ton (Contra Costa Transfer and Recovery Station, Martinez) as of September 2021; and

WHEREAS, Operator will request CPI adjustments for 2022 and 2023, and staff seeks authority for the City Manager to approve a CPI adjustments of up to 4.0 percent for those years; and

WHEREAS, the City Council has the authority to review and approve an increase to the authorized mixed waste rate pursuant to the Franchise Agreement; and

WHEREAS, City staff has reviewed the rate increase requests pursuant to the terms of the Franchise Agreement and recommends authorizing the increase of the authorized mixed waste rate.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby:

1. Approves an increase of $16.25 per ton for the costs associated with the infrastructure, equipment, and processing to be spread over three years at $5.42 per ton per year.

2. Approves a CPI increase of 1.6 percent for 2021, and authorizes the City Manager to approve CPI adjustments for 2022 and 2023 up to 4 percent.

3. Approves an increase of the authorized mixed waste rate to $120 per ton at the Recycling Center and Transfer Station, beginning January 1, 2022, pursuant to the terms of the Agreement For The Operation of a Transfer Station between Contra Costa Waste Service, Inc. and the City of Pittsburg.

PASSED AND ADOPTED by the City Council of the City of Pittsburg, at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Contra Costa Waste Service

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May 28, 2021

Mr. Garrett Evans, City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

VIA EMAIL

RE: Request for incremental rate adjustment at the Recycling Center & Transfer Station

Dear Mr. Evans,

Contra Costa Waste Service (CCWS) respectfully requests consideration of an incremental rate adjustment to our current base tip fee at the Recycling Center & Transfer Station (RCTS) in the amount of 14.4%. We propose that this increase be gradually phased in, resulting in our base tip fee adjusting from the current $113.00 to $129.25 per ton, spread over three years. Additionally, the base tip fee would continue to adjust as is customary and set forth in our Franchise Agreement by the CPI on an annual basis.

We acknowledge this increase is significant; however, it is necessitated by current and forthcoming State-mandated diversion requirements and can be broken down into three main areas of our operations:

1. Recycling (the new normal, post China National Sword)
2. Implementation of phase 1 & 2 improvements of the MDRRP Master Plan
3. SB1383 post-collection operations associated with organics

In terms of comparable rates, our current gate rate is well below the current average for the Bay Area (see attached). It is anticipated that over the next several years, we will still remain close to the average. It should also be noted that this incremental application also relocates the existing community benefit fee from the Pittsburg Disposal collection rates into the RCTS gate rate.

We sincerely value our long-term partnership with the City and appreciate the ongoing support of our diversion programs and strategies, as well as our shared vision for environmental best management practices.

To that effect, over the years, we have made several improvements at RCTS, and we remain committed to the future of resource recovery as we continue to advance. This is demonstrated by our recent major investment and upgrade to our recycling equipment, our new maintenance facility, as well as the long-term vision set forth by our Master Plan, which is expected to be considered by the Planning Commission in the next few months. Over the past twenty years

RE: Request for incremental rate adjustment at RCTS

RCTS has served the community very well. As we gradually consider implementing additional programs and improvements of our master plan, the ongoing transition of our facility into the "Mt. Diablo Resource Recovery Park" will be prepared to serve the community for the next twenty years and beyond.

For your review, we have included three separate attachments with additional detailed information to support this application. Please let our team know if any additional information is needed to consider and process this request. We look forward to further discussing this application with you and your staff at the earliest opportunity.

Sincerely,

Patrick Dolim
Chief Financial Officer

Enclosures: Attachment 1: Summary presentation
Attachment 2: Proposed gate rate increase & detail 2022 - 2024
Attachment 3: Bay Area Comparable Gate Rates

CC: Laura Wright - Environmental Affairs Manager, City of Pittsburg
Ronald J. Proto – CEO, Contra Costa Waste Service

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2021 Proposed RCTS Gate Rate Application

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Current Gate Rate At RCTS

Todays current Gate Rate is $113.00 per ton

Typically the Gate Rate has been adjusted annually by the CPI

2015/2016 was the last Incremental Adjustment to the Gate Rate

(Within that adjustment $14.00 was specifically for MDR operations)

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Recycling - Contamination Fee to Processing Fee

Current Residential Contamination Fee / Surcharge in 2020 = $461,559 in annual revenue.

Gate Rate allocation needed for MDR operations is $21.83 per ton.

Current portion of Gate Rate to MDR = $15.33 per ton *($14 w/ CPI adjustments)*

Proposed Incremental Adjustment to capture an MDR Recyclables Processing fee at the RCTS Gate = $6.50 per ton.

Example using 2020 RCTS Gate tonnage for the City of Pittsburg = 37,344 tons x $6.50 per ton = $242,736.

Increasing the Gate Rate by $6.50 per ton for operations at MDR, is $218,823 less than the current Residential Fee / Surcharge.

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MDRRP - Phase 1 & 2

Phase 1 (on-site maintenance building & roads) = $3,960,000

Phase 2 (organics building & infrastructure) = $29,939,085

Total CapEx Costs = $33,899,085

Annual Cost/Depreciation = $1,590,516

Proposed Incremental Adjustment to the RCTS Gate Rate for Phase 1 & 2 at MDRRP = $5.50 per ton

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MDRRP - SB 1383 - Post Collection Operations

MDRR / Organics Composting Contract

Off-site processing & composting

Annual Cost = $1,250,000

Proposed Incremental Adjustment to the RCTS Gate Rate for SB 1383 Post Collection operations at MDRRP = $4.25 per ton

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Summary & Proposed Phasing of Adjustment

1) MDR - Recycling Operations = $6.50 per ton
2) MDRRP - Phase 1 & 2 Improvements = $5.50 per ton
3) SB1383 - Post-Collection Operations = $4.25 per ton

Total Proposed Incremental Base Gate Rate Adjustment phased in over a three year period = $16.25

RCTS - Proposed Gate Rate Increase 2022 - 2024

Propsoed Gate Rate Increase	2022	%	2023	%	2024	%	Total	%
Beginning Base	**$ 113.00**		**$ 118.42**		**$ 123.83**		**$ 113.00**	
MDR Recyclables Processing Fee	2.17	1.9%	2.17	1.8%	2.17	1.7%	6.50	5.8%
SB 1383 Post Collection Operations	1.42	1.3%	1.42	1.2%	1.42	1.1%	4.25	3.8%
Phase 1 - On-Site Maintenance Building	0.25	0.2%	0.25	0.2%	0.25	0.2%	0.75	0.7%
Phase 2 - Organics Building & Infrastructure	1.58	1.4%	1.58	1.3%	1.58	1.3%	4.75	4.2%
Total Incremental Change	**$ 5.42**	**4.8%**	**$ 5.42**	**4.6%**	**$ 5.42**	**4.4%**	**$ 16.25**	**14.4%**
Ending Gate Rate Increase	**$ 118.42**	**4.8%**	**$ 123.83**	**4.6%**	**$ 129.25**	**4.4%**	**$ 129.25**	**14.4%**

Proposed Gate Rate Increase - Detail	Total CapEx	Cost Recovery Period, in Yrs	Annual Cost/Depreciation	Gate Rate	Gate Rate - Increase Spread			
				2021	2022	2023	2024	Total
Gate Rate				**$ 113.00**	**$ 113.00**	**$ 118.42**	**$ 123.83**	$ 113.00
MDR Recyclables Processing Fee		1	1,897,667		**2.17**	**2.17**	**2.17**	6.50
SB 1383 Post Collection Operations		1	1,250,000		**1.42**	**1.42**	**1.42**	4.25
Annual Costs			**$ 3,147,667**	**$ -**	**$ 3.58**	**$ 3.58**	**$ 3.58**	**$ 10.75**
Phase 1 - On-Site Maintenance Building	3,960,000	20.00	198,000		**0.25**	**0.25**	**0.25**	0.75
Phase 2 - Organics Building & Infrastructure	29,939,085	21.50	1,392,516		**1.58**	**1.58**	**1.58**	4.75
CapEx Costs	**33,899,085**		**1,590,516**	**$ -**	**$ 1.83**	**$ 1.83**	**$ 1.83**	**$ 5.50**
Total Incremental Change			**$ 4,738,183**	**$ -**	**$ 5.42**	**$ 5.42**	**$ 5.42**	**$ 16.25**
Ending Gate Rate Increase				**$ 113.00**	**$ 118.42**	**$ 123.83**	**$ 129.25**	**$ 129.25**

RCTS - Proposed Gate Rate Increase 2022 - 2024

Proposed Gate Rate Increase - Detail	Base Rate	Annual Costs MDR Recyclables Processing Fee	Annual Costs SB 1383 Post Collection Operations	CapEx Phase 1 - On-Site Maintenance Building	CapEx Phase 2 - Organics Building & Infrastructure	Total Additions	Ending Gate Rate
		Total Incremental Change					
RCTS	97.75	-	-	-	-	-	97.75
MDR	15.25	-	-	-	-	-	15.25
Total Current Gate Rate	**$ 113.00**	**-**	**-**	**-**	**-**	**$ -**	**$ 113.00**
MDR Recyclables Processing Fee		6.50	-	-	-	6.50	6.50
SB 1383 Post Collection Operations		-	4.25	-	-	4.25	4.25
Total Incremental Annual Costs	**$ -**	**6.50**	**4.25**	**-**	**-**	**$ 10.75**	**$ 10.75**
Phase 1 - On-Site Maintenance Building		-	-	0.75	-	0.75	0.75
Phase 2 - Organics Building & Infrastructure		-	-	-	4.75	4.75	4.75
Total Incremental CapEx Costs	**$ -**	**-**	**-**	**0.75**	**4.75**	**$ 5.50**	**$ 5.50**
Ending Gate Rate Increase	**$ 113.00**	**$ 6.50**	**$ 4.25**	**$ 0.75**	**$ 4.75**	**$ 16.25**	**$ 129.25**
Cost Recovery Period - in years		1.00	1.00	20.00	21.50		
2020 Total Tip Fee Tonnage, including Public		347,565	347,565	347,565	347,565		
RCTS Ownership in %		**100.0%**	**100.0%**	**90.0%**	**100.0%**		
Total Annual Cost Recovery		1,897,667	1,250,000	220,000	1,392,516		
Annual RCTS Costs		1,897,667	1,250,000	198,000	1,392,516		
Total Amount Designated as Overhead		**$ -**	**$ -**	**$ (22,000)**	**$ -**		
Total Annual Costs - Company Wide		-	-	4,400,000	29,939,085		
Total Costs - RCTS		-	-	3,960,000	29,939,085		
Total Amount Designated as Overhead		**$ -**	**$ -**	**$ (440,000)**	**$ -**		

RCTS - Proposed Gate Rate Increase 2022 - 2024

Projected Charges by Business Line

After proposed 3-year phase in period

RCTS - Incremental Costs Distribution by Business Line	Concord Disposal	Rio Vista	Oakley	Pittsburg	Bay Point	Brentwood	Discovery Bay	Total Jurisdiction Contribution	Public	Total
RCTS Tonnage	110,199	3,253	33,817	123,170	9,095	12,307	9,229	**301,070**	46,495	347,565
2020 Total Tonnage Allocation	*31.7%*	*0.9%*	*9.7%*	*35.4%*	*2.6%*	*3.5%*	*2.7%*	*86.6%*	*13.4%*	*100.0%*
Cost per Ton	**$ 6.50**	**$ 6.50**	**$ 6.50**	**$ 6.50**	**$ 6.50**	**$ 6.50**	**$ 6.50**	**$ 6.50**	**$ 6.50**	**$ 6.50**
MDR Recyclables Processing Fee	**$ 716,294**	**$ 21,145**	**$ 219,811**	**$ 800,605**	**$ 59,118**	**$ 79,996**	**$ 59,989**	**$ 1,956,955**	**$ 302,218**	**$ 2,259,173**
RCTS Tonnage	110,199	3,253	33,817	123,170	9,095	12,307	9,229	**301,070**	46,495	347,565
2020 Total Tonnage Allocation	*31.7%*	*0.9%*	*9.7%*	*35.4%*	*2.6%*	*3.5%*	*2.7%*	*86.6%*	*13.4%*	*100.0%*
Cost per Ton	**$ 4.25**	**$ 4.25**	**$ 4.25**	**$ 4.25**	**$ 4.25**	**$ 4.25**	**$ 4.25**	**$ 4.25**	**$ 4.25**	**$ 4.25**
SB 1383 Post Collection Operations	**$ 468,346**	**$ 13,825**	**$ 143,722**	**$ 523,473**	**$ 38,654**	**$ 52,305**	**$ 39,223**	**$ 1,279,548**	**$ 197,604**	**$ 1,477,151**
RCTS Tonnage	110,199	3,253	33,817	123,170	9,095	12,307	9,229	**301,070**	46,495	347,565
2020 Total Tonnage Allocation	*31.7%*	*0.9%*	*9.7%*	*35.4%*	*2.6%*	*3.5%*	*2.7%*	*86.6%*	*13.4%*	*100.0%*
Cost per Ton	**$ 0.75**	**$ 0.75**	**$ 0.75**	**$ 0.75**	**$ 0.75**	**$ 0.75**	**$ 0.75**	**$ 0.75**	**$ 0.75**	**$ 0.75**
Phase 1 - On-Site Maintenance Building	**$ 82,649**	**$ 2,440**	**$ 25,363**	**$ 92,378**	**$ 6,821**	**$ 9,230**	**$ 6,922**	**$ 225,803**	**$ 34,871**	**$ 260,674**
RCTS Tonnage	110,199	3,253	33,817	123,170	9,095	12,307	9,229	**301,070**	46,495	347,565
2020 Total Tonnage Allocation	*31.7%*	*0.9%*	*9.7%*	*35.4%*	*2.6%*	*3.5%*	*2.7%*	*86.6%*	*13.4%*	*100.0%*
Cost per Ton	**$ 4.75**	**$ 4.75**	**$ 4.75**	**$ 4.75**	**$ 4.75**	**$ 4.75**	**$ 4.75**	**$ 4.75**	**$ 4.75**	**$ 4.75**
Phase 2 - Organics Building & Infrastructure	**$ 523,445**	**$ 15,452**	**$ 160,631**	**$ 585,058**	**$ 43,201**	**$ 58,458**	**$ 43,838**	**$ 1,430,083**	**$ 220,851**	**$ 1,650,934**
Total Annual Charges	**$ 1,790,734**	**$ 52,861**	**$ 549,526**	**$ 2,001,513**	**$ 147,794**	**$ 199,989**	**$ 149,971**	**$ 4,892,388**	**$ 755,544**	**$ 5,647,931**

Solid Waste Facility	Location	Rate Per Ton	Operator	Per Yard	Minimum Fee
Contra Costa Trasfer and Recovery	Martinez	$ 115.00	Republic Services	$ 34.00	$ 34.00
Recycling Center & Transfer Station	Pittsburg	$ 113.00	Mt. Diablo Resource Recovery Park	$ 34.25	$ 34.25
Fremont Transfer Station	Fremont	$ 115.01	BLT	N/A	$ 54.00
Shoreway Environmental Center	San Carlos	$ 117.00	Rethink Waste	$ 48.00	$ 48.00
Central Disposal Site & Transfer Station	Petaluma	$ 132.00	Republic Services	N/A	$ 33.00
Pleasanton Transfer Station	Pleasanton	$ 146.00	Pleasanton Garbage Service	$ 37.00	$ 37.00
Golden Bear	Richmond	$ 136.80	Republic Services	$ 36.05	$ 36.05
Davis St. Transfer Station	San Leandro	$ 145.47	Waste Management	$ 37.20	$ 37.20
Berkeley Transfer Station	Berkeley	$ 126.00	City of Berkeley	$ 29.00	$ 29.00
Recology San Francisco	San Francisco	$ 200.51	Recology	$ 50.00	$ 50.00

$ 134.68	Bay Area Average

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: August 16, 2021

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL.AGENCY MEMBERS
Marilyn Craft, Mayor/Chair
Holland Barrett White, Vice-Mayor/Chair
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS
Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for August 16, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Craft called the meeting of the City Council to order at 7:05 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:00 P.M. for Closed Session for the following items:

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

Unrepresented employees: Management Group; Senior Executive Team

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Stacy Shell, Municipal Resource Group, LLC

Unrepresented employee: City Attorney

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957:

City Attorney

4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Section 54956.9(d)(2):

Number of cases: one

City Attorney Mooney stated there was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PRESENTATION

5. Quarterly Overview of Use of Force by Law Enforcement Personnel and Overview of Internal Affairs Investigations

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management, as well as upcoming City events.

PUBLIC COMMENTS

JJ Phair commented on Consent Calendar Item 17.

COMMITTEE REPORTS

There were no committee reports.

PUBLIC HEARING

9. Public Hearing on Urban Water Management Plan and Water Shortage Contingency Plan for 2020

Mayor Craft opened the Public Hearing. There being no one to speak to the item, Mayor Craft stated the Public Hearing remains open and continued to the meeting of September 20, 2021.

On Motion by Vice-Mayor White, seconded by Member Scales-Preston to continue this item to September 20, 2021 and carried unanimously.

10. Introduction and Waive First Reading of an Ordinance Amending Chapter 8.12 of the Pittsburg Municipal Code to Amend the City's Vehicle Storage Regulations

Mayor Craft opened the Public Hearing. There being no one to speak to the item, Mayor Craft stated the Public Hearing remains open and continued to a date uncertain.

On Motion by Vice-Mayor White, seconded by Member Banales to continue this item to a date uncertain and carried unanimously.

11. Introduction and Waive First Reading of an Ordinance Amending Chapter 8.16 of the Municipal Code to Amend the City's Standards for Abatement of Weeds

Mayor Craft opened the Public Hearing. There being no one to speak to the item, Mayor Craft closed the Public Hearing.

On Motion by Member Banales, seconded by Vice-Mayor White to introduce and waive first reading of the Ordinance and carried unanimously.

CONSIDERATION

12. Adoption of a City Council Resolution Authorizing the Formation of the American Rescue Plan Act Ad-Hoc Subcommittee

On Motion by Member Scales-Preston, seconded by Member Banales to appoint Mayor Craft and Vice-Mayor White to the subcommittee, and carried unanimously.

CONFLICT OF INTEREST STATEMENT

Mayor/Chair Craft stated she would recuse herself from Item 14 on the Consent Calendar due to her financial interest.

Member Banales stated he would recuse himself from Item 24 due to his employer owning property in one of the specified zones.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY AND SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

On Motion by Vice-Mayor/Chair White, seconded by Member Scales-Preston to adopt with stated recusals on Items 14 and 24, and carried unanimously.

13. Minutes of August 2, 2021

14. Adoption of a Pittsburg Power Company Resolution Accepting a $25,000 Grant from the Y & H Soda Foundation for Future Build's Instructional Budget

15. Adoption of a Pittsburg Power Company Resolution Approving the 2020 Annual Power Source Disclosure Report to the California Energy Commission
16. Adoption of a Pittsburg Power Company Resolution Attesting the Veracity of the 2020 Power Content Label to the California Energy Commission

17. Adoption of a Successor Agency Resolution Approving a Purchase and Sale Agreement for 300 Cumberland Street

18. Adoption of a City Council Resolution Accepting Highway Safety Improvement Program 10 (HSIP 10) Grant for Project 2038, Citywide Roadway Improvement

19. Adoption of a City Council Resolution Accepting Highway Safety Improvement Program 10 (HSIP 10) Grant for Project 2028, Crestview Drive Safety Improvement

20. Adoption of a City Council Resolution Authorizing the City Manager to Execute the First Amendment to the Agreement with TRC Solutions, Inc. for Community-wide Environmental Assessment Services

21. Adoption of a City Council Resolution to Amend Staffing Allocation in the Engineering Division

22. Receive and File the Treasurer's Report for the Quarter Ending June 30, 2021

23. Adoption of an Ordinance Amending Pittsburg Municipal Code Chapter 9.20 Fireworks to Increase Fine and Expand Violations

24. Adoption of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Members Scales-Preston and White met with Chief Addington and Contra Costa County CHP regarding recent Hwy 4 shootings. Allied agencies (Antioch, Brentwood, CHP, Pittsburg PD) with be conducting traffic related enforcement on Highway 4 from Bay Point through Antioch for a 30 day period to try to curb speeders as well as other incidents.

Mayor Craft attended National Night Out on August 2. She also attended a Veterans event called Widows, Wives and Sweethearts, a tribute to family members who have served or are serving.

ADJOURNMENT

The City Council adjourned at 8:09 P.M. to September 20, 2021, ***in memory of***

Sophia Kern, John Buffo, and Warren "Bud" Wisecarver.

Respectfully submitted,
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Approving the Causeway Bridge Coupling Replacement Project Contract

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC) provides electricity and natural gas retail service on Mare Island, Vallejo in the name of Island Energy. PPC and Performance Mechanical Inc. (PMI) propose to enter into a contract (Contract) for the Causeway Bridge Coupling Replacement Project (Project).

FISCAL IMPACT

Resolution 20-395 approved the Fiscal Year 2020-2021 budget for PPC, which included a $250,000 budget appropriation for the Project as part of the CIP. Engineering design and bid preparation activities for the Project have consumed most of the $250,000 appropriation. Staff proposes that the Governing Board of PPC approve the addition of $557,118 to the existing CIP budget for the Project, making the total budget for the Project $807,118. This addition is comprised of $437,118 for the construction contract and an additional expenditure of $120,000 for compressed natural gas supply, traffic control services, office/laydown lease, and other minor expenses for the Project. The Project is entirely funded by the Island Energy Enterprise Fund 580.

RECOMMENDATION

The Governing Board of PPC approve the Contract between PPC and PMI for the Project and increase the existing budget for the Project by $557,118.

BACKGROUND

As part of its utility service, PPC operates a 10” natural gas transmission pipeline (pipeline or pipe) located on the undercarriage of the Mare Island Causeway Bridge connecting Vallejo with Mare Island.

While performing annual natural gas leak surveys as required by the Pipeline and Hazardous Materials Safety Administration (PHMSA), “Grade 2” leaks were discovered at three (3) mechanical couplings connecting portions of the pipe under the bridge. PPC subsequently investigated and further concluded that the isolation valves associated with the couplings were not closing properly. It was determined that the couplings and valves could not be effectively repaired given both condition and location and that they should be replaced.

PPC retained GTS Engineering to assist with engineering for the Project and Jarvis, Fay, & Gibson, LLP to assist in developing public works bid and contract documents for the Project. Pursuant to Public Contract Code section 22032, PPC conducted a bid solicitation for the Project in May 2021. PPC received only one bid from the bid solicitation, which staff determined was non-responsive due to exceptions and qualifications to the bid documents that were material irregularities, and therefore not subject to waiver under State law.

Because PPC did not receive a responsive bid, pursuant to Public Contract Code section 22038(c), PPC negotiated the Contract with PMI, which includes a reduced scope of work given new technical findings. PPC and PMI have agreed to a price of $437,118 for the Project. PPC seeks to enter into the Contract to replace the couplings and associated isolation valves and piping.

SUBCOMMITTEE FINDINGS

The Contract for the Project has not been presented to the Pittsburg Power Company Subcommittee.

STAFF ANALYSIS

In the operation of the PPC gas distribution system on Mare Island, leak surveys are conducted annually in accordance with 49 CFR §192.723, “Distribution Systems: Leakage Surveys.”

In a recent survey, it was determined that the PPC natural gas transmission line on the Causeway Bridge has mechanical couplings with “Grade 2” gas leaks as defined by the PHMSA Gas Piping Technology Committee (GPTC) Leak Classification and Action Criteria Guidelines. When experiencing a Grade 2 leak, it is required that the leak be remedied promptly.

PPC engaged GTS Engineering to assist it in evaluating the proposed project and preparing piping specifications and related materials to replace the mechanical gas pipeline couplings and related valves on the Causeway Bridge.

A bid package was developed with the assistance of outside counsel Jarvis, Fay, & Gibson, LLP in accordance with public works law. The general scope of work included isolating and purging the gas pipeline, which is suspended on the undercarriage of the bridge, and replacing the mechanical couplings, associated valves and piping. The new piping would then be wrapped in protective material and cathodic protection added and the pipeline returned to service.

It was determined that the work can be conducted from temporary scaffolding and the bridge deck. The use of a barge will not be required and there will be no other impact to the Napa River waterway. Traffic will be managed on the bridge through a City of Vallejo approved 'Traffic Control Plan'. The lift span on the bridge will not be affected, so river traffic will not be impeded.

Staff determined that safety could be increased and a reduction in scope and cost achieved by performing pipeline isolation and purging at the regulator station to the east of the bridge and a pipeline flange to the west. In addition, Island Energy staff (Crew) will be performing some small piping work and facilitating the supply of compressed natural gas (CNG) to the gas distribution system customers while the transmission line on the bridge is out of service.

PPC identified eight (8) companies experienced in natural gas and process piping fabrication and construction deemed qualified to perform the work. PPC conducted two (2) public works bids. The first was in late 2020 but was subsequently suspended, as it became apparent that the natural gas pipeline could not be safely isolated as contemplated in the original scope of work and plan.

A second bid was conducted in May of 2021 that included a revised pipeline isolation scheme. PMI was the only bidder to submit a bid. The bid was non-responsive due to multiple exceptions and qualifications to the bid documents that were material irregularities, and therefore not subject to waiver under State law.

Because PPC did not receive a responsive bid, pursuant to Public Contract Code section 22038(c), PPC negotiated a Contract with PMI and the parties have agreed to a price of $437,118 for the Project.

ATTACHMENTS:

1. Resolution – Causeway Bridge Coupling Replacement Project
2. Causeway Bridge – Project Specifications
3. Causeway Bridge – Public Works Contract
4. Exhibit A – Reserved
5. Exhibit B – P&ID's Prior_Post Construction
6. Exhibit C – Isometric Plans Rev 31Aug2021
7. Exhibit D – Site Laydown_Office
8. Exhibit E – Reserved
9. Exhibit F – Ninyo_Moore Environmental Assessment
10. Exhibit G – Island Energy O&M Manual
11. Exhibit H – Material Verification Report

Report Prepared By: Doug Buchanan, Power Company Manager

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Approving a Public Works Contract between Pittsburg Power Company and Performance Mechanical, Inc. for the Causeway Bridge Coupling Replacement Project	)))))	RESOLUTION NO. 21-

WHEREAS, Pittsburg Power Company ("PPC"), a joint powers authority, provides retail electricity and natural gas services on Mare Island, Vallejo in the name of Island Energy; and

WHEREAS, PPC operates a 10" natural gas transmission pipeline suspended from the undercarriage of the Mare Island Causeway Bridge connecting the City of Vallejo with Mare Island; and

WHEREAS, while performing an annual leak survey per the requirements of 49 CFR §192.723, PPC identified natural gas leaks in three (3) mechanical couplings beneath the bridge; and

WHEREAS, the mechanical coupling leaks were determined to be 'Grade 2' leaks as defined by the Pipeline and Hazardous Materials Safety Administration ("PHMSA") Gas Piping Technology Committee ("GPTC") Leak Classification and Action Criteria Guidelines; and

WHEREAS, the PHMSA dictates that when identifying a leak, the leak is to be remedied promptly per GPTC guidelines; and

WHEREAS, upon further assessment, PPC found that the isolation valves associated with the mechanical couplings were not sealing properly; and

WHEREAS, PPC concluded that the leaks and associated valves were not in a location or condition that would allow for repair, and would need to be replaced; and

WHEREAS, pursuant to Public Contract Code section 22032, PPC conducted a formal public works bid solicitation in May 2021 to replace the mechanical couplings and associated valves and piping; and

WHEREAS, PPC received only one (1) bid from the bid solicitation, which staff determined was non-responsive, due to exceptions and qualifications that were material irregularities, and therefore not subject to waiver under State law; and

WHEREAS, because PPC did not receive a responsive bid, pursuant to Public Contract Code section 22038(c), PPC negotiated a contract with Performance Mechanical, Inc. and the parties have agreed to a price of $437,118 ("Contract Price") for the Causeway Bridge Coupling Replacement Project ("Project"); and

WHEREAS, PPC requests the Governing Board of PPC approve the addition of $557,118, which includes $120,000 in contingency, to the existing CIP budget for the Project.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of PPC hereby approves and authorizes its Executive Director to execute the public works contract between PPC and Performance Mechanical, Inc. for the Project and the addition of $557,118 to the existing CIP budget for the Project, making the total budget for the Project $786,084.

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

SPECIFICATIONS

1. **Work Schedule.** Contractor is to submit a Gantt Chart Work Schedule of the entirety of the Project. (See General Conditions, Section 5.2.) The schedule must include:
    - Preconstruction submittal development
        - Traffic control plan
        - Scaffolding Plan
        - Debris Containment / Disposal Plan
        - Certified welding procedures
        - Welder OQs
    - Material Procurement
    - Mobilization
    - Site Prep / Scaffolding set-up
    - CNG vendor support
    - Gas clearance support
    - Removal of existing piping facilities
    - Fabrication of proposed piping and facilities
    - Testing of proposed piping and facilities
    - Installation of proposed bridge piping and facilities
    - Installation of 10-inch PCF
    - Installation of 10-inch valve
    - Coating of proposed piping and facilities
    - Miscellaneous coating repairs along existing 10-inch pipe
    - Demobilization

2. **Foreman / Construction Superintendent Resumes.** The Contractor is to provide the resumes of the foreman/construction superintendent on this Project to PPC at the time of the pre-construction conference.

3. **Weld Procedures/Certifications.** No later than 30 calendar days after award of the Contract, Contractor must provide the certified weld procedures for the essential variables of the materials to be installed and certifications of the welders for the provided weld procedures.

    (A) Contractor to provide weld procedures that are qualified for both the 10-inch and 8-inch pipe, in accordance with the applicable Material Verification Identification Evaluation Report included in Exhibit H.
    (B) Contractor to determine if a low hydrogen filler material WPS is required for installing the 10-inch PCF and Sav-a-Valves while the 10-inch line is in service.

4. **Welding.** All welds shall be in accordance with API 1104, 21st edition.
    Contractor shall provide PPC with Qualified Welding Procedures (QWP) in accordance with section 5 of API 1104, 21st edition and all required procedure documentation (including welder certifications) prior to the commencement of the Work. The QWP will include results from specimen breaks. All welding for the 8-inch pipe must be consistent with the Material Verification Identification Evaluation Report for Mare Island Bridge 8.625" (Dig #: 8") included in Exhibit H. All welding for the 10-inch pipe must be consistent with the Material Verification Identification Evaluation Report for Mare Island Bridge 10.750" (Dig #: 10") included in Exhibit H.

5. **Safety Plan.** All equipment and materials shall comply with all Laws, including OSHA rules and regulations.

   No later than 15 calendar days after award of the Contract, the Contractor must create and submit to PPC a Site-Specific Safety Plan for all Work associated with this Project. Approval of the safety plan by PPC and/or the City of Vallejo does not release the Contractor of liability or responsibility for the safety of the construction personnel and general public. Due to the nature of the Work on a highly flammable natural gas pipe, Contractor shall pay special attention to fire watch and suppression and shall communicate with the local Fire Department.

6. **Traffic Control.** No later than 15 calendar days after award of the Contract, the Contractor must prepare and submit a Traffic Control Plan to the City of Vallejo's Planning Division at 555 Santa Clara Street, Vallejo, CA 94590, with a copy to PPC, for review and approval.

   The Traffic Control Plan must identify and/or detail the following:
   - Work, parking, and staging areas
   - Means and route(s) for bicycles and pedestrians to cross the areas of Work on the Bridge
   - Use and placement of speed limit and speed feedback signs
   - Bridge accessibility and impact
     - Partial closure, temporary closure, span operability
     - Feasibility and operational impact
     - Additional safety considerations
   - Alternative means and logistics of rail deliveries
   - Work zone lighting (day and night)

7. **Scaffolding.** The Contractor shall be responsible for the design, installation and removal of any required scaffolding during performance of the Work.

   No later than 15 calendar days after award of the Contract, the Contractor must provide a Scaffolding Plan, including drawings and any necessary calculations for the scaffolding set-up, to the Engineer and to PPC for submission to the US Coast Guard for approval.

8. **Debris Containment.** No later than 15 calendar days after award of the Contract, Contractor must prepare and submit plans for debris containment and disposal to PPC for PPC and US Coast Guard approval. The Debris Containment Plan must detail methods used to prevent debris, material and tools from falling into the Napa River and must address the handling and disposal of any potentially hazardous materials discovered at the Project site. Hazardous materials include any inert, or airborne, contaminants and storm water contaminated with potentially hazardous materials. The Contractor is responsible for disposing of all debris in a safe and appropriate manner. Exhibit F contains an environmental report which details potentially hazardous material(s) identified under the Bridge. This report is non-exhaustive and does not negate the need for the Contractor to practice due diligence and be prepared for the discovery of additional hazardous materials during the performance of the Work.

9. **Lead-Containing Materials.** Pursuant to Section 7 of the "Ninyo & Moore Environmental Report," included as Exhibit F: "Any LCMs [lead-containing materials] found in a damaged or non-intact condition should be abated and/or stabilized. Prior to renovation or demolition work that would disturb the identified LCMs a licensed lead abatement removal contractor should stabilize

and/or remove the identified LCMs in compliance with the most recent applicable federal, state, and local laws, regulations, standards, and/or codes governing abatement, transport, and disposal of LCMs. All lead waste must be properly characterized prior to disposal to determine waste classification, packaging, transportation, and disposal requirements." Contractor should review Table 2 of Exhibit F with respect to specific findings.

10. **Material Procurement.** The Contractor is to procure all necessary materials (including consumables) for completing the Work EXCEPT the following long lead items, which will be procured by PPC:

- One (1) 10-inch Mueller PCF
- Four (4) 8-inch ANSI #150 WxW Full Port Ball Valves (Cameron or Equivalent)
- One (1) 10-inch ANSI #150 WxW Full Port Ball Valve (Cameron or Equivalent)

Please refer to the Bill of Materials included in Exhibit C, "Isometric Plans," as revised on August 31, 2021.

11. **CNG Vendor Support.** The Contractor will be responsible for providing tools and equipment and an operator to help install the piping and hoses to connect the CNG system to the distribution system. It is estimated one day for set up and one day for break down. This will include the fabrication and leak testing of the CNG connection assembly shown in the Isometric Plans.

12. **Inspection and Testing.** After the Work is completed, the Work and leak testing will be inspected by PPC and Engineer. Contractor must participate in the inspection and testing. Contractor must make repairs and corrections as necessary at Contractor's expense until inspection and testing is deemed satisfactory to PPC and the Engineer. The tests and inspections will include:

- A pressure test per ANSI/ASME B31.8-2003, Section 841.35 and CFR 192.509
- A weld inspection per API 1104, 21st edition and CFR192.241
- A Function test in the form of a checklist / procedure provided by the Engineer. (See attached 'Project Test Summary Sheet.')

13. **Project Drawings.** After the Work is completed, the Contractor will be responsible for providing dated and signed redline as-built drawings of the replacement drawings as well as all as-built documentation and material specification sheets from the manufacturer strength test records. (See General Conditions, Section 7.11.)

14. **Protective Pipe Coating.** The location of the replacement is underneath the Mare Island Causeway Bridge, which crosses the Napa River. All features will need to be protected by a coating and wrapping combination in accordance with the Standards from the Society of Protective Coatings (SSPC), Vallejo Standard Specifications, and the Island Energy O&M Manual. All welders, valve operators, and any other technicians responsible for wrapping, sealing, and/or coating the pipe must attend an Operator Qualification (OQ) training facilitated by PPC, during authorized Work hours, prior to wrapping, sealing, and/or coating the pipe. The training will be located on Mare Island and will be a maximum of two (2) days. The training may be addressed in further detail at the pre-construction conference.

It is the Contractor's responsibility to remove coatings and wrap at tie-in point in accordance with the Plans and reapply the coating and wrap after the replacement Work is complete.

For aboveground pipe, fittings, and valves:

- Clean surface of pipe using solvent per SSPC-SP-1, and prepare surface using hand or power tools per SSPCS-SP 2, or SSPC-SP 3.
- Ensure that a 1.0 mil minimum surface profile is achieved per SSPC-SP 11 before applying coating.

Per Island Energy's O&M Manual pg.55 – General Pipeline Repair:

- "All steel pipe coating will be accomplished using Trenton™ Wax Tape, or approved equivalent, Application procedures, as follows:
  - Where moisture is present, apply wax primer using rubber gloves displacing moisture. Also apply around exothermic weld areas.
  - Apply #2 wax tape using rubber gloves allowing at least 50% overlap and extending at least 4 inches over pre-existing coating surfaces. Ensure no air pockets are formed. Press and smooth lap seams.
  - Apply a 2-inch electrical tape outer cover using a 50% overlap method and extending at least 6 inches over existing coating surfaces.
  - This tape may be painted if desired."
  - Any deviation from these requirements must be approved by the Engineer in writing.

15. Existing Pipe and Valve Disposal. Contractor shall dispose of the existing valves and piping to be removed at a suitable hazardous waste facility.

16. Pipe Fabrication. Contractor's fabrication for the 8-inch pipe must be consistent with the Material Verification Identification Evaluation Report for Mare Island Bridge 8.625" (Dig #: 8") included in Exhibit H. Contractor's fabrication for the 10-inch pipe must be consistent with the Material Verification Identification Evaluation Report for Mare Island Bridge 10.750" (Dig #: 10") included in Exhibit H.

17. Exhibits to Contract Documents.

A. Exhibit A – Reserved.

B. Exhibit B – P&IDs Pre/Post Construction. This exhibit consists of Sheets 1 through 2 prepared by GTS Engineering and dated 4/14/2021. Sheet 1, "P&ID – Prior to Replacement," is an as-built diagram. Sheet 2, "P&ID – Post Replacement," is an as-planned diagram. This exhibit is provided "For Reference Only."

C. Exhibit C – Isometric Plans. This exhibit consists of Sheets 1 through 6 prepared by GTS Engineering and is dated August 31, 2021. This exhibit serves as the Plans for the Project. The "Bill of Materials" for the Project is included on Sheet 6 of this exhibit.

D. Exhibit D – Site Laydown, Access Areas. This exhibit, which has been prepared by GTS Engineering and is dated 4/14/2021, is intended to show the areas that may be used for site laydown and access. It is included in the Plans for the Project.

E. Exhibit E – Reserved.

F. Exhibit F – Ninyo & Moore Environmental Report. This exhibit, titled “Limited Hazardous Building Materials Survey,” was prepared by Ninyo & Moore on March 10, 2020. It is intended to inform Contractor of potentially-hazardous materials identified under the Bridge. This exhibit is provided “For Reference Only.”

G. Exhibit G – Island Energy O&M Manual. This exhibit is Island Energy’s Operations and Maintenance Manual, effective May 1, 2007 and revised on April 16, 2021. It is intended to provide a source for the specific references to the O&M Manual included in the Specifications. With the exception of those specific references that are included and incorporated into the Specifications, this exhibit is provided “For Reference Only.”

H. **Exhibit H – Material Verification Identification Evaluation Reports.** This exhibit includes the Island Energy Material Verification Identification Evaluation Reports for Mare Island Bridge 8.625" (Dig #: 8") and Mare Island Bridge 10.750" (Dig #: 10"), each dated 6/13/2019 and evaluated by TEAM. This exhibit is intended to show the characteristics and constituency of the existing pipeline.

Project Test Summary Sheet

The replacement fabrications must be pressure tested following CFR Title 49, Part 192, Subpart J and the following PPC requirements (O&M Manual pg.119 – Form 503: Pre-Tested Pipe/Leak Test Record):

- Compressed Air;
- Test Duration and Pressure: One (1) hour at 150 psig;
- Test to be completed on or near the workplace area on Mare Island;
- Test Form to be filled out (see below). (See Section 13 of the Specifications.)

DATE: ____/____/____ LOCATION: _____

	PIPE SIZE	LENGTH	DEPTH OF BURY
[X] MAIN	10.750 in.	_____ ft. ____ in.	NA ft. NA in.
[X] MAIN	8.625 in.	_____ ft. ____ in.	NA ft. NA in.
[ ] SERVICE LINE	_____in.	_____ ft. ____ in.	____ ft. ____ in.

PIPE INFORMATION:

[X] Steel Pipe	[ ] Plastic Pipe	
[X] Coated Pipe	[ ] Uncoated Pipe	[ ] Tape Coat
[ ] Anode Installed	[X] Valve Installed	[ ] Tapping Tee

NOTES:_____
_____
_____

LEAK TEST INFORMATION:

[ ] Air Test at _____psig
Duration of Test:
_____ Hr. _____ Min.

[ ] Gas Test at _____ psig
Operating Pressure of new Pipeline:
Placed into Service: _____ psig

TYPE OF TEST PRESSURE RECORD: GAUGE YES [ ] NO [ ]

Tested By:_____ _____
Print Name Signature

Title: _____ Date: _____

PITTSBURG POWER COMPANY

CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

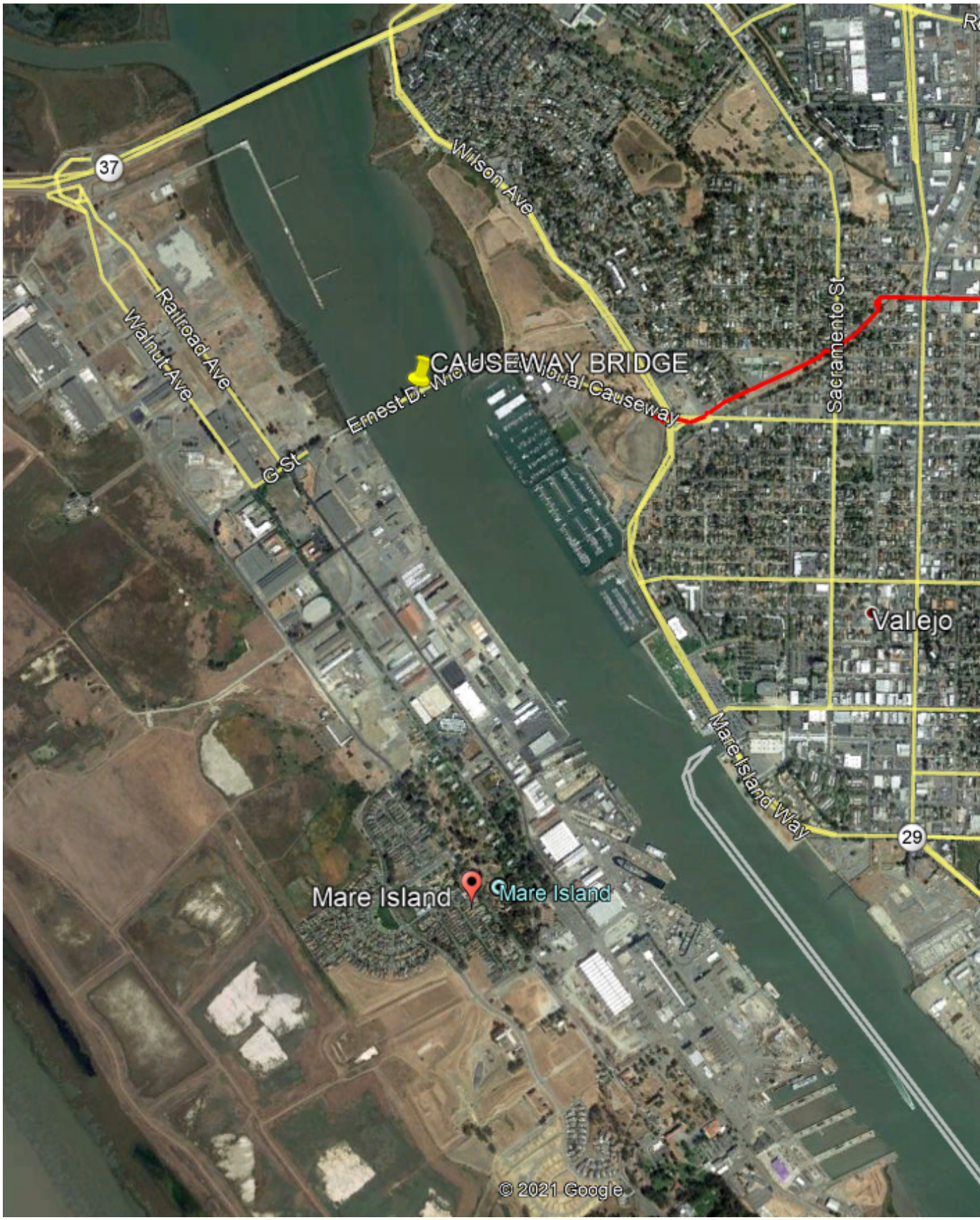
CONTRACT NO. 2019-18

CAUSEWAY BRIDGE COUPLING REPLACEMENT PROJECT

LOCATED AT:

MARE ISLAND CAUSEWAY BRIDGE
VALLEJO, CALIFORNIA

Accepted for Use:	Prepared under the direction of:
_____	_____
Douglas W. Buchanan, PE Power Company Manager Pittsburg Power Company	Pete Daniels Senior Engineer GTS Engineering


CAUSEWAY BRIDGE
Wilson Ave
Railroad Ave
Walnut Ave
G St
Sacramento St
Mare Island Way
Vallejo
Mare Island
Mare Island
37
29
© 2021 Google

LOCATION MAP

Mare Island – Vallejo, CA

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Additional Project Documents:

1. Specifications

2. Plans, including Exhibit C, “Isometric Plans,” as revised on August 31, 2021, and Exhibit D, “Site Laydown, Office”

3. Exhibit H, “Material Verification Identification Evaluation Report (Mare Island Bridge 8.625")” and “Material Verification Identification Evaluation Report (Mare Island Bridge 10.750")”

Documents provided “For Reference Only”:

Exhibit A – Reserved

Exhibit B – P&ID’s Prior / Post Construction

Exhibit E - Reserved

Exhibit F – Ninyo & Moore Environmental Assessment

Exhibit G – Island Energy O&M Manual

Contract Documents and Exhibits are available at:

http://www.ci.pittsburg.ca.us/index.aspx?page=101

Contract

This public works contract ("Contract") is entered into by and between Pittsburg Power Company, a public agency and joint powers authority comprised of the City of Pittsburg and the former Pittsburg Redevelopment Agency ("PPC"), and Performance Mechanical, Inc. ("Contractor"), for work on the Causeway Bridge Coupling Replacement ("Project").

Recitals

A. PPC is a public agency and joint powers authority pursuant to Government Code section 6500 et seq., comprised of the City of Pittsburg and the former Pittsburg Redevelopment Agency. PPC provides retail gas and electric service on Mare Island in the City of Vallejo, operating under the name Island Energy.

B. The Project is located at and affixed to the undercarriage of the City of Vallejo G Street Causeway Bridge ("Causeway Bridge" or "Bridge"). The Project is located in the City of Vallejo and is subject to the jurisdiction of the City of Vallejo and the US Coast Guard, in addition to PPC.

C. The Project requires the removal and replacement of four (4) separate 8-inch steel natural gas valves, 8-inch and 10-inch piping, and pipe coupling assemblies beneath the Causeway Bridge. There are two (2) separate gas lines that reduce from 10-inch to 8-inch in the areas of the east and west sides of the lift span, each with two (2) isolation valves and coupling assemblies. The two (2) 8-inch sections drop below the east side of the lift span and under the Napa River, resurfacing on the west side and continuing to Mare Island on the undercarriage of the Bridge. Each of the two (2) gas lines will require isolation from the upstream PG&E supply and the Compressed Natural Gas ("CNG") to be supplied to Mare Island customers downstream of the work area. To isolate the 10" pipeline, a valve flange blank will be installed at the pressure relief valve on the west side of the Bridge to isolate the piping to be replaced. There is valving at the PG&E gas manifold at the east side of the Bridge to isolate the east end of the pipe. The Contractor will be required to support the CNG vendor as may be necessary to serve Mare Island.

D. The Project scope also includes, but is not limited to: Valving as may be necessary for purging of the gas line; The erection of temporary scaffolding underneath the bridge to facilitate the Work, including the submission of scaffolding plans to PPC in advance of the Work with subsequent review and approval by the US Coast Guard; and Installation of a temporary debris containment system to prevent debris from entering the Napa River, including the submission of a debris containment and disposal plan to PPC for PPC and US Coast Guard review and approval.

E. On May 3, 2021, PPC published a Notice Inviting Bids for the Project . The Notice Inviting Bids established a bid deadline of June 11, 2021.

F. On June 11, 2021, PPC received one bid for the Project, which PPC staff determined to be nonresponsive.

G. Because PPC did not receive any responsive bids for the Project, this Contract has been awarded on a negotiated basis, pursuant to Public Contract Code § 22038(c).

H. The parties' negotiations included revising the original scope of work. The terms of the revised scope of work are reflected in Addendum 1 to this Contract, which is incorporated herein by this reference.

In light of the foregoing recitals, the parties agree as follows:

1. **Award of Contract.** On September 20, 2021, the PPC Board of Directors awarded this Contract to Contractor for the amount set forth in Section 4, below.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.

   2.1 Contract, including Contract Addendum 1, dated September 20, 2021;

   2.2 Payment and Performance Bonds;

   2.3 General Conditions;

   2.4 Special Conditions;

   2.5 Project Plans and Specifications;

   2.6 Change Orders, if any;

   2.7 Notice to Proceed; and

   2.8 The following: (a) Exhibit H, "Material Verification Identification Evaluation Report (Mare Island Bridge 8.625")" and "Material Verification Identification Evaluation Report (Mare Island Bridge 10.750")"; (c) the City of Pittsburg's standard specifications; and (d) specified provisions of the City of Vallejo's standard specifications.

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

   3.1 **Licenses.** Contractor and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. This Project requires a valid California contractor's license for the following classification(s): **California Class A**.

   3.2 **Payment and Performance Bonds.** Within ten days following the date of Contract award set forth in Section 1, above, Contractor must provide payment and performance bonds, each for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California, as further specified in the Contract Documents, using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price, including additive alternates, if applicable.

   3.3 **Insurance.** Within ten days following the date of Contract award set forth in Section 1, above, Contractor must provide the insurance certificate(s) and endorsement(s) required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, PPC will pay Contractor $437,118.00 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies,

equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. Time for Completion. Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 102 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

5.1 Limitation on Pipeline Shutdown. The gas pipeline must not be shut down or otherwise inoperable for providing gas service to Mare Island for a period of more than ten (10) total calendar days during the Contract Time.

6. Liquidated Damages. Time is of the essence for completion of this Project within the Contract Time and for limiting the amount of time that the gas pipeline is shut down during the Project. PPC will incur substantial costs for delay in completion and for each day the gas pipeline is out of service. Accordingly, pursuant to Public Contract Code § 7203 and Government Code § 53069.85, the Contract Price may be adjusted based on the following provisions:

6.1 Liquidated Damages for Delayed Project Completion. If Contractor fails to complete the Work within the Contract Time, PPC will assess liquidated damages in the amount of five thousand dollars ($5,000.00) per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from PPC's payments due or to become due to Contractor under this Contract, as further specified in Section 5.4 of the General Conditions.

6.2 Liquidated Damages for Extended Pipeline Shutdown Time. In addition to and separate from the liquidated damages that may be assessed pursuant to Section 6.1, above, if Contractor exceeds the ten (10) calendar day limit on the time that the gas pipeline is shut down or otherwise inoperable for providing gas service to Mare Island, as specified in Section 5.1, above, PPC will separately assess liquidated damages in the amount of ten thousand dollars ($10,000) per day for each day that the gas pipeline is shut down or otherwise inoperable beyond the 10-day limit, and such liquidated damages may be deducted from PPC's payments due or to become due to Contractor under this Contract, as further specified in Section 5.4 of the General Conditions.

7. For Reference Only. The following documents are provided "For Reference Only," as defined in Section 3.4 of the General Conditions: Exhibit B – P&ID's Prior / Post Construction; Exhibit F – Ninyo & Moore Environmental Assessment; and Exhibit G – Island Energy O&M Manual. These documents are available at: http://www.ci.pittsburg.ca.us/index.aspx?page=101.

8. Labor Code Compliance.

8.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

8.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes. These prevailing rates are on file with PPC and are available online at:

http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

8.3 DIR Registration. Contractor and each Subcontractor must be registered with the California Department of Industrial Relations ("DIR") to perform work on public projects. PPC may not enter into the Contract with Contractor without proof that Contractor and its Subcontractors are registered with the DIR pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8.4 Compliance. The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

9. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

10. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any local ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

11. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of PPC and are not entitled to participate in any health, retirement, or any other employee benefits from PPC.

12. Ineligible Subcontractor. Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.

13. Utility Company Standards. The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). Contractor may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Contractor is directed to contact any affected third party utility owners about their requirements before executing the Contract.

14. Brand Designations and "Or Equal" Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and Contractor may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after the date of award of the Contract unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).

15. **Reservation of Rights.** PPC reserves the unfettered right, acting in its sole discretion, to postpone or abandon the Project entirely or to perform all or part of the Work with its own forces. PPC reserves the right to issue the Notice to Proceed when PPC determines, in its sole discretion, the appropriate time for commencing the Work. PPC expressly disclaims responsibility for any assumptions Contractor might draw from the presence or absence of information provided by PPC in any form.

16. **Contractor's Certifications and Warranties.** By signing this Contract, Contractor certifies and warrants the following:

    16.1 **Examination of Contract Documents.** Contractor has thoroughly examined the Contract Documents and represents that, to the best of Contractor's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

    16.2 **Examination of Worksite.** Contractor has had the opportunity to examine the Worksite and local conditions at the Project location. Contractor is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed.

    16.3 **Contractor Responsibility.** Contractor is a responsible contractor, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.

17. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

    PPC:

    Pittsburg Power Company
    65 Civic Avenue
    Pittsburg, Ca 94565
    (925) 252-4185

    Attn: Douglas W. Buchanan, Power Company Manager
    dougbuchanan@ci.pittsburg.ca.us

    Copy to: Vanessa Xie, Accounting Officer
    vxie@ci.pittsburg.ca.us

    Contractor:

Name:	Performance Mechanical, Inc.
Address:	6001 Midway St.
City/State/Zip	Sacramento, CA 95828
Phone:	(925) 813-8840
Attn:	Steve Kraak
Email:	skraak@perfmech.com
Copy to:	cgugliemo@perfmech.com

18. General Provisions.

18.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without PPC's written consent. This Contract is binding on Contractor's and PPC's lawful heirs, successors and permitted assigns.

18.2 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

18.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Solano County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Solano County, California.

18.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

18.5 Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between PPC and Contractor.

18.6 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

18.7 Iran Contracting Act. If the Contract Price exceeds $1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

18.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

SIGNATURE PAGE FOLLOWS

The parties agree to this Contract as witnessed by the signatures below:

PPC:

s/_____

_____
Name, Title

Date: _____

Approved as to form:

s/_____

_____
Name, Title

Date: _____

Attest:

s/_____

_____
Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/_____

Seal:

_____
Name, Title

Date: _____

Second Signature (See Section 18.8):

s/_____

_____
Name, Title

Date: _____

_____
Contractor's California License Number(s) and Expiration Date(s)

_____
Contractor's DIR Registration Number

CONTRACT ADDENDUM 1

September 20, 2021

Causeway Bridge Coupling Replacement Project

Scope of Work

The terms of this Contract Addendum are intended to modify some of the Specifications included with the Contract Documents, and therefore will control over any provisions to the contrary in the Specifications and Plans included with the Contract Documents, with the exception of Exhibit C, Isometric Plans, as revised on August 31, 2021. Contractor will perform the following scope of work for a lump sum price of **$437,118.**

I. Perform Shop Piping Pre-fabrication(1):

The Contractor shall perform shop pre-fabrication and testing of piping spool pieces in accordance with the tasks stated below and in advance of the piping replacement work commencing on the Causeway Bridge. The piping replacement work on the Causeway Bridge is to commence on October 18, 2021, unless a later date is authorized in writing by PPC.

1. The Contractor shall perform a laser scan of the existing Causeway Bridge piping beneath the bridge to check and verify dimensions contained in Exhibit C, Isometric Plans, sheets 3 & 4. The Contractor shall promptly notify PPC, in writing, of any discrepancies between Exhibit C, Isometric Plans, and the Contractor laser scan results.
2. Upon Contractor verification of dimensions within Exhibit C from the results of the laser scan, and conforming any differences, the Contractor will develop shop fabrication isometric drawings in preparation for pipe fabrication.
3. The Contractor shall procure materials per Exhibit C, Isometric Plans, sheet 6. Contractor to provide all consumables required to construct the Project. Contractor will not be responsible for procuring the following items:
    a. PPC is to provide four (4) 8-inch valves, per ANSI 150 standards, to include WxW Ends.
4. Three (3) days prior to performing any welding, Contractor to provide Qualified Welding Procedures (QWPs) and Certified Welders for said

QWPs to construct the proposed pipeline replacement. The QWPs will be appropriate for the material properties for the proposed and existing piping materials. Contractor will provide a QWP for each of the following type of weld:

a. Girth Weld for the 8” and 10” piping with wall thickness difference equal or less than 0.094”; Gr B to X-56
b. Girth Weld for the 8” piping with an external offset in wall thickness of 0.178”; Gr B to X-56
c. Branch Connection for the Thread-o-lets to the mainline piping

5. All Contractor or Subcontractor welders are to be natural gas piping Operator Qualified (OQ) certified prior to performing any welding. OQ testing will be performed by PPC and is to commence October 4, 2021, unless a later date is necessary, as determined by PPC. The Contractor will be responsible for establishing test benches and supplying all necessary equipment and materials for OQ testing.
6. The Contractor will fabricate the piping spools per the conformed isometric drawings as described in I.2, above.
7. The Contractor shall include Cadweld grounding straps (cathodic protection straps at flanges) to the new piping fabrication as specified in Exhibit C, Isometric Plans, sheet 3.
8. Upon completion of the piping spool fabrication, the Contractor is to perform non-destructive testing (NDT) of all piping spools welds. NDT testing shall include visual inspection of welds, and magnetic particle and dye penetrant testing. PPC shall witness the NDT process.
9. Subsequent to NDT, the Contractor shall pneumatically test piping spools per PPC Operations and Maintenance Manual Section 503 requirements. PPC shall witness the piping spools pneumatic test process.
10. The Contractor is to ship the completed piping spools to its coating/painting Subcontractor. Upon receipt at the coating/painting Subcontractor, the Contractor is to inspect and verify the piping spools integrity as a result of shipping.

II. Perform Field Mobilization – Preliminary Work:

The Contractor shall mobilize all of its necessary equipment, material, office and laydown/staging area in advance of performing piping replacement work.

The office and material laydown area will be provided by PPC and is identified as 510 Railroad Ave., Mare Island Vallejo (Building 487). The building is ADA compliant with restrooms and electrical power. The Contractor has viewed Building 487.

Contractor mobilization tasks and preliminary work include, but may not be limited to:

1. Mobilize site office, to include furniture and any office appurtenances the Contractor deems necessary
2. Install temporary security fencing of an area not to exceed 10,000sqft and placed so as not encumber traffic flow on Railroad Ave. or G Street or access to Building 487.
3. Hire office and laydown area security.
4. Erect Causeway Bridge jobsite temporary extension scaffolding, including bridge undercarriage debris containment.
5. Remove/modify existing bridge handrails as may be required to demo existing and 12” abandoned pipe and install new piping spools and valves.
6. Disconnect existing cathodic protection connection straps.
    i. Straps to be disconnected not more 24 hours prior to existing pipe removal
    ii. Cathodic protection connection straps are located at the existing pipe spool flange locations (4 locations total).
7. Test new-to-old field weld locations for potential lead & asbestos contamination.
8. Remove existing pipe tape wrap in the areas of new-to-old field welding (4 locations total) of sufficient length to perform new-to-old field welding.

III. Execute Bridge Piping Work(1):

In advance of the Contractor commencing the work, PPC will isolate the gas transmission line traversing the bridge by closing valves at the PG&E Mare Island Causeway PG&E regulator station on the east side of the bridge, and the 10” and 4” distribution system isolation valves on the West side of the bridge.

PPC will then purge (vent) the isolated transmission line of gas, inject compressed air to further vent the transmission line, and further isolate the east and west gas systems with a flanged and gasketed blank. This process is expected to take four (4) hours. Upon completion of purging:

1. Contractor shall remove previously abandoned 12” pipe and the existing 10” and 8” piping to the existing mechanical couplings areas (four total), plus fittings and valves as identified in Exhibit C, Isometric Plans.
2. Contractor shall remove the existing four (4) 8” valves, 8” and 10” fittings and piping and associated supports.

3. Contractor shall remove existing pipe hangers but may repurpose the hanger if still serviceable for the new piping spools.
4. Contractor will install new (or repurposed) pipe hangers in existing locations. Refer to Exhibit C, Isometric Plans, sheet 5.
5. Contractor will install four (4) 8” valves and the 8” and 10” piping spools and fittings per Exhibit C, Isometric Plans.
6. Contractor will install seven (7) 1” taps on the proposed piping per Exhibit C, Isometric Plans.
7. Contractor will perform both a visual inspection and NDT testing of new field piping welds using field X-ray methods. PPC will also perform a visual inspection of all field welds.
8. Contractor will reconnect cathodic protection grounding straps (five locations total) as noted in Exhibit C, Isometric Plans, sheet 3.
9. Contractor will install steel cover plates on remaining abandoned 12” piping faces (two locations total – one east side, one west side west).

IV. Perform Post–Causeway Bridge Piping Work:

Post-Causeway Bridge piping work tasks include the following:

1. The Contractor shall remove and properly dispose of piping tape wrap from the demoed pipe and valves and transport the pipe and valves to PPC’s yard at 223 Connolly Street for recycling by PPC.
2. Coating and Wrapping:
    a. The Contractor must comply with the coating and wrapping specifications set forth in Exhibit C, Isometric Plans, sheet 1, “Coating and Wrapping.”
    b. Contractor personnel performing this work must be OQ certified prior to commencing the work. Refer to I.5 above.
    c. The Contractor shall coat all field welds and any bare piping prior to tape wrap.
    d. The Contractor shall tape wrap all exposed piping, valves and any existing pipe exposed during the work.
3. The Contractor shall remove debris containment sheeting from under the bridge and properly dispose of any collected debris and sheeting materials.
4. The Contractor shall dismantle and remove the temporary extension scaffolding from under the bridge (4 locations).

5. The Contractor shall replace or repair and paint to original color any handrails removed or damaged in the course of the Work to pre-construction condition or better.
6. The Contractor shall demobilize its jobsite office and laydown area and any other remaining Contractor jobsite facilities, including:
    a. Removal from Building 487 furniture and any other office appurtenances provided by the Contractor.
    b. Remove any remaining inside debris and sweep Building 487.
    c. Cleaning of bathrooms.
    d. Remove all Contractor temporary fencing in the yard area of Building 473
    e. Remove any debris from the yard area of Building 473

V. The Scope of Work for the Project No Longer Includes:

- Installation of two (2) 10” Mueller Line Stop Pressure Control Fittings (PCF) installations and associated purge / vent taps
- Installation of one (1) 10” Valve HP-17 and associated purge / vent taps
- Compressed Natural Gas (CNG) vendor support including fabrication of connection assemblies.
- Performing a CNG leak test of the connection assembly prior to PPC installing.
- Purging and Gas/Air clearance support.
- Misc. coating repairs along the existing 10” gas transmission line.
- Traffic Control Plan and Traffic Control.
- Stormwater pollution prevention or plan.

NOTES:

(1) Refer to Exhibit C, Isometric Plans, as revised on August 31, 2021 for additional technical specifications and details regarding the execution of the scope of work.

END OF CONTRACT

Payment Bond

Pittsburg Power Company ("PPC") and Performance Mechanical, Inc. ("Contractor") have entered into a contract for work on the Causeway Bridge Coupling Replacement Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to PPC as obligee in an amount not less than $437,118.00, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. PPC waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: _____
   Address: _____
   City/State/Zip: _____
   Phone: _____
   Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Solano County Superior Court, and no other place. Surety will be responsible for PPC's attorneys' fees and costs in any action to enforce the provisions of this Bond.

SIGNATURE PAGE FOLLOWS

7. Effective Date; Execution. This Bond is entered into and is effective on _____, 2021.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED BY PPC:

s/ _____ _____
Date

_____
Name, Title

END OF PAYMENT BOND

Performance Bond

Pittsburg Power Company ("PPC") and Performance Mechanical, Inc. ("Contractor") have entered into a contract for work on the Causeway Bridge Coupling Replacement Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and _____, its surety ("Surety"), are bound to PPC as obligee for an amount not less than $437,118.00 to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.

3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.

4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, PPC will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by PPC to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which PPC is entitled under the terms of the Contract.

5. **Contractor Default.** Upon written notification from PPC of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

   5.1 Arrange for completion of the Work under the Contract by Contractor, with PPC's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

   5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to PPC, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or

   5.3 Waive its right to complete the Work under the Contract and reimburse PPC the amount of PPC's costs to have the remaining Work completed.

6. **Surety Default.** If Surety defaults on its obligations under the Bond, PPC will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Solano County Superior Court, and no other place. Surety will be responsible for PPC's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 2021.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED BY PPC:

s/ _____ _____
Date

_____
Name, Title

END OF PERFORMANCE BOND

GENERAL CONDITIONS

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day” or “working day.”

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by PPC, which changes the scope of Work, the Contract Price, or the Contract Time.

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to PPC in accordance with the requirements of the Contract Documents, and which has been rejected by PPC, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between PPC and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Contract, including Contract Addendum 1; the Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following execution of the Contract.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture that has signed the Contract with PPC to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by PPC to provide architectural, engineering, or electrical engineering design services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means GTS Engineering, the Engineer for PPC, and his or her authorized delegees.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contract was executed; Work that is substantially different from the Work as described in the Contract Documents at the time the Contract was executed; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to PPC's satisfaction, including all punch list items and any required commissioning or training, and has provided PPC with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by PPC to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the PPC-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings. *For purposes of the Causeway Bridge Coupling Replacement Project, the Plans include Exhibit C, "Isometric Plans," as revised on August 31, 2021, and Exhibit D, "Site Laydown, Office."*

PPC means Pittsburg Power Company, a public agency and joint powers authority comprised of the City of Pittsburg and the former Pittsburg Redevelopment Agency, acting through its Board of Directors, officers, employees, Engineer, and any other authorized representatives.

Project means the public works project referenced in the Contract.

Project Manager means the individual designated by PPC to oversee and manage the Project on PPC's behalf and may include his or her authorized delegee(s) when the Project Manager is

unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to PPC in the manner and format specified by PPC.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to PPC acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of PPC, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when PPC is open for business, and does not include holidays observed by PPC.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 PPC.

(A) ***Board of Directors.*** PPC's Board of Directors has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) ***Engineer.*** The Engineer, acting within the authority conferred by the Board of Directors, is responsible for administration of the Project on behalf of PPC, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) ***Project Manager.*** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as PPC's representative for daily administration of the Project on behalf of PPC. Unless otherwise specified, all of Contractor's communications to PPC (in any form) will go to or through the Project Manager. PPC reserves the right to reassign the Project Manager role at any time or to delegate duties to additional PPC representatives, without prior notice to or consent of Contractor.

(D) ***Design Professional.*** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by PPC, may act on PPC's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) ***General.*** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of PPC, and with minimal inconvenience to the public.

(B) ***Responsibility for the Work and Risk of Loss.*** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by PPC or specified in the Contract Documents. From the date of commencement of the Work until either the date on which PPC formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) ***Project Administration.*** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) ***On-Site Superintendent.*** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to PPC, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to PPC. PPC's approval of the superintendent is required before the Work commences. If PPC is not satisfied with the superintendent's performance, PPC may request a qualified replacement of the superintendent. Failure to

comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to PPC, as soon as practicable, before replacing the superintendent.

(E) ***Standards.*** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and Laws and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) ***Meetings.*** Contractor, its project manager, superintendent and any primary Subcontractors requested by PPC, must attend a pre-construction conference, if requested by PPC, as well as weekly Project progress meetings scheduled with PPC. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by PPC, other contractors, or other utility owners.

(G) ***Construction Records.*** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with subcontractors, and records of meetings with Subcontractors. Upon request by PPC, Contractor will permit review of and/or provide copies of any of these construction records.

(H) ***Responsible Party.*** Contractor is solely responsible to PPC for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon PPC's written request, Contractor must promptly and permanently remove from the Project, at no cost to PPC, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) ***Correction of Defects.*** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by PPC to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Plans, Specifications and every other Contract Document, as determined by PPC, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by PPC, and any Extra Work performed without PPC's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from PPC, or within the time specified in PPC's notice to correct, PPC may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If PPC elects to correct defective Work due to Contractor's failure or refusal to do so, PPC or its

agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on PPC property, in order to effectuate the correction, at no extra cost to PPC. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by PPC's actions to correct defective Work under these circumstances. Alternatively, PPC may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) ***Contractor's Records.*** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after PPC's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, PPC is entitled to inspect or audit any of Contractor's Project records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) ***Copies of Project Documents.*** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to PPC for reference at all times during construction of the Project.

2.3 Subcontractors.

(A) ***General.*** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. PPC reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a business license in the jurisdiction where Work is to be performed before performing any Work.

(B) ***Contractual Obligations.*** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for

breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to PPC. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and PPC, but PPC is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to PPC, subject to the prior rights of any surety, but only if and to the extent that PPC accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) ***Substitution of Subcontractor.*** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs PPC incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If PPC determines that a Subcontractor is unacceptable to PPC based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), PPC may request removal of the Subcontractor from the Project. Upon receipt of a written request from PPC to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to PPC, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to PPC, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) ***Concurrent Work.*** PPC reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by PPC. To the full extent permitted by law, Contractor must hold harmless and indemnify PPC against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) ***Coordination.*** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify PPC if work performed by others, including work or activities performed by PPC's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. PPC reserves the right to back charge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) ***General.*** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) ***Time and Manner of Submission.*** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current PPC-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) ***Required Contents.*** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) ***Required Corrections.*** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) ***Effect of Review and Acceptance.*** Review and acceptance of a submittal by PPC will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by PPC is not an assumption of risk or liability by PPC.

(F) ***Enforcement.*** Any Work performed or any material furnished, installed, fabricated or used without PPC's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of PPC, including costs for the Design Professional, Project Manager, or Inspector.

(G) ***Excessive RFIs.*** A RFI will be considered excessive or unnecessary if PPC determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. PPC's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by PPC, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If PPC requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by PPC. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by

the use of Shop Drawings. Acceptance of Shop Drawings by PPC does not relieve Contractor of Contractor's responsibility.

2.7 Access to Work. Contractor must afford prompt and safe access to any Worksite by PPC and its employees, agents, or consultants authorized by PPC; and upon request by PPC, Contractor must promptly arrange for PPC representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

2.8 Personnel. Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without PPC's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in PPC's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from PPC before proceeding further with the related Work. The RFI must notify PPC of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining PPC's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that PPC's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must

perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Article 5 and 6.)

(C) ***Figures and Dimensions.*** Figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) ***Compliance with Laws.*** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

(A) Change Orders;
(B) Contract, including Contract Addendum 1, dated September 20, 2021;
(C) Notice to Proceed;
(D) Attachment B – Federal Contract Requirements (only if used);
(E) Special Conditions;
(F) General Conditions;
(G) Payment and Performance Bonds;
(H) Plans;
(I) Specifications;
(J) Exhibit H, “Material Verification Identification Evaluation Report (Mare Island Bridge 8.625")” and “Material Verification Identification Evaluation Report (Mare Island Bridge 10.750")”;
(K) Attachment A – Federal Bidding Requirements (only if used);
(L) The City of Pittsburg’s standard specifications, as applicable;
(M) The City of Vallejo’s standard specifications, as applicable; and
(N) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project.

3.3 Reserved

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by PPC or appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that PPC or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are

deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by PPC, any reference to standard specifications, technical specifications, or any local or state codes or regulations means the latest specification, code or regulation in effect at the time the Contract is signed.

3.6 Conformed Copies. If PPC prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from PPC. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and PPC will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following award of the Contract, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) ***Surety.*** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from PPC, Contractor must substitute a surety acceptable to PPC. If Contractor fails to substitute an acceptable surety within the specified time, PPC may, at its sole discretion, withhold payment from Contractor until the surety is replaced to PPC's satisfaction, or terminate the Contract for default.

(B) ***Supplemental Bonds for Increase in Contract Price.*** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from PPC pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless PPC, its Board of Directors, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. PPC will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity

obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following award of the Contract, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to PPC. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work and must remain in full force and effect at all times during the period covered by the Contract, through the date of PPC's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, PPC may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least $2,000,000 per occurrence and at least $4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least $2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least $1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least $2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) *Builder's Risk Insurance:* The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of PPC.

(B) ***Notice.*** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to PPC, unless due to non-payment of premiums, in which case ten days written notice must be made to PPC.

(C) ***Waiver of Subrogation.*** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against PPC.

(D) ***Required Endorsements.*** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) PPC, including its Board of Directors, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by PPC.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) ***Contractor's Responsibilities.*** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) ***Deductibles and Self-Insured Retentions***. Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of $100,000 are subject to approval by PPC's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If PPC's Risk Manager determines that the deductibles are unacceptably high, at PPC's option, Contractor must either reduce or eliminate the deductibles as they apply to PPC and all required Additional Insured; or must provide a financial guarantee, to PPC's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) ***Subcontractors.*** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may

be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by PPC's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by PPC, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) ***General.*** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) ***Authorization.*** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) ***Rate of Progress.*** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If PPC determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, PPC may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to PPC, in order to achieve a rate of progress satisfactory to PPC. If Contractor fails to comply with PPC's directive in this regard, PPC may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use PPC's own forces to achieve the necessary rate of progress. Alternatively, PPC may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) ***Baseline (As-Planned) Schedule.*** Within ten calendar days following PPC's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to PPC for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required

by PPC, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) *Specialized Materials Ordering*. Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase orders date(s).

(B) ***PPC's Review of Schedules.*** PPC will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. PPC's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit PPC's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) ***Progress Schedules.*** After PPC accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by PPC, for review and acceptance with each application for a progress payment, or when otherwise specified by PPC, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to PPC of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float*. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which PPC has noted exceptions that are not corrected, PPC may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and PPC has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) ***Recovery Schedule.*** If PPC determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current PPC-accepted schedule unless otherwise directed by PPC. PPC's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect PPC's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) ***Posting.*** Contractor must at all times prominently post a copy of the most current PPC-accepted progress or recovery schedule in its on-site office.

(G) ***Reservation of Rights.*** PPC reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by PPC or others, or to facilitate PPC's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) ***Authorized Working Days and Times.*** Contractor is limited to working Monday through Friday, excluding holidays, during PPC's normal business hours, except as provided in the Special Conditions or as authorized in writing by PPC. PPC reserves the right to charge Contractor for additional costs incurred by PPC due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) ***Notice of Delay.*** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that PPC has a reasonable opportunity to mitigate or avoid the delay.

(B) ***Excusable Delay.*** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) ***Weather Delays.*** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, PPC-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) ***Non-Excusable Delay.*** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by PPC, or outside agencies with jurisdiction over the Work; or

(11) PPC's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) ***Compensable Delay.*** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by PPC, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either PPC or Contractor, including

Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) ***Recoverable Costs.*** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by PPC. Recoverable Costs will not include home office overhead or lost profit.

(G) ***Request for Extension of Contract Time or Recoverable Costs.*** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to PPC within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to PPC.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable or Compensable Delay, as defined above; Contractor has fully

complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of PPC's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on PPC's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, PPC will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time, PPC will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the Board of Directors or its authorized delegee.

(A) ***Liquidated Damages.*** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.

(B) ***Milestones.*** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) ***Setoff.*** PPC is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, PPC is entitled to recover the balance from Contractor or its performance bond surety.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute PPC's acceptance of the Project and will not operate as a waiver of PPC's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.*** PPC's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. PPC retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) ***PPC-Directed Changes.*** PPC may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with PPC-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and PPC have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by PPC in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) ***Disputes.*** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a PPC-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that PPC and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by PPC. If Contractor refuses to perform the Work in dispute, PPC may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, PPC may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) ***Extra Work.*** PPC may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by PPC in accordance with the original Contract Documents, even if Contractor and PPC have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments

to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both PPC and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from PPC, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from PPC, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) ***Remedy for Non-Compliance.*** Contractor's failure to promptly comply with a PPC-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, PPC may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If PPC requests that Contractor propose the terms of a Change Order, unless otherwise specified in PPC's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving PPC's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) ***Required Documentation.*** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit PPC to inspect its original and unaltered records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) ***Required Form.*** Contractor must use PPC's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by PPC.

(E) ***Certification.*** All Change Order requests must be signed by Contractor and must include the following certification:

> "The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any

known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to PPC-authorized time and material Work and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of PPC's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) ***Unit Pricing.*** Amounts previously provided by Contractor in the form of unit prices, either in a price schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) ***Lump Sum.*** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) ***Time and Materials.*** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by PPC in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, and which may include a not-to-exceed limit, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, PPC may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that PPC believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

(A) ***Permits, Fees, and Business License.*** Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a business license in the jurisdiction where Work is to be performed. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide PPC with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) ***Taxes.*** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that PPC is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by PPC prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) ***Utilities.*** Contractor must install and maintain the power, water, sewer and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) ***Removal and Repair.*** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to PPC's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with PPC's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) ***Offsite Acquisition.*** Unless otherwise provided by PPC, Contractor must acquire, use and dispose of, at its sole expense, any additional Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) ***Offsite Staging Area and Field Office.*** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide PPC with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding PPC harmless from any related liability, in a form acceptable to PPC's legal counsel.

(C) ***Traffic Management.*** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure the public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

7.4 Signs. No signs may be displayed on or about PPC's property, except signage which is required by Laws or by the Contract Documents, without PPC's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) ***General.*** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until PPC has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by PPC, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, PPC's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for PPC, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to PPC's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; PPC's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) Contractor must remove with due care, and store at PPC's request, any objects or material from the Project site that PPC will salvage or reuse at another location.

(3) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, PPC may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(4) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) ***Securing Project Site.*** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless PPC approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Contractor and Subcontractor personnel may not occupy or use the Project

site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from PPC.

(C) ***Unforeseen Conditions.*** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify PPC and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) ***Support; Adjacent Properties.*** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to PPC's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) ***Notification of Property Damage.*** Contractor must immediately notify PPC of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to PPC of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to PPC.

7.6 Materials and Equipment.

(A) ***General.*** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until PPC has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) ***PPC-Provided.*** If the Work includes installation of materials or equipment to be provided by PPC, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify PPC of any defects discovered in PPC-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody

and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) ***Intellectual Property Rights.*** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

7.7 Substitutions.

(A) ***"Or Equal."*** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item that is used solely for the purpose of describing the type of item desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item in every aspect of design, function, and quality, as determined by PPC, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) ***Request for Substitution.*** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) ***Substantiation.*** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) ***Burden of Proving Equality.*** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. PPC has sole discretion to determine whether a proposed substitution is equal, and PPC's determination is final.

(E) ***Approval or Rejection.*** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by PPC.

(F) ***Contractor's Obligations.*** PPC's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) ***General.*** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by PPC at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to

the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither PPC's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) ***Scheduling and Notification.*** Contractor must cooperate with PPC in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized PPC holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse PPC for the cost of the overtime inspection or testing. Such costs, including PPC's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) ***Responsibility for Costs.*** PPC will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by PPC, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at PPC's hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by PPC.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety,

air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to PPC's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) ***Air Emissions Control*.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws.

(B) ***Dust and Debris*.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep wastewater out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If PPC determines that the dust control is not adequate, PPC may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by PPC, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on city streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) ***Disposal.*** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, removed piping, coating material, tools or any associated washings, to be disposed of onto streets, into manholes, or into the storm drain system or dropped into the bay water.

(E) ***Completion.*** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all

property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by PPC.

(F) ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any PPC clean up order, PPC may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to PPC three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for PPC to easily maintain and service the materials and equipment installed for this Project.

(A) ***Submittal Requirements.*** All manufacturers' application or installation instructions must be provided to PPC at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to PPC for review.

(B) ***Training.*** Contractor or its Subcontractors must train PPC's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. PPC may withhold the estimated cost for PPC to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of PPC. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed on the bridge, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, CP wiring or conduit, must be shown by dimension and elevation. The location of all appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) ***Final Completion.*** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) ***General.*** The Work may be performed in developed, urban areas with existing utilities, attached to the bridge, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with any other activity that could damage or disrupt existing utilities. This may include using white paint or other suitable markings to delineate the area, if practical. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) ***Unidentified Utilities.*** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by PPC in the Contract Documents, Contractor must immediately provide written notice to PPC and the utility. PPC assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by PPC's failure to provide for removal or relocation of the utility facilities.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code §§ 4216 through 4216.5, which are incorporated by reference herein. Government Code § 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert, at least two working days, but not more than 14 calendar days, before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations. Contractor may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) ***Duty to Notify.*** Contractor must promptly, and before the following conditions are disturbed, provide written notice to PPC if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) ***PPC Investigation.*** PPC will promptly investigate the conditions and if PPC finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to Contractor prior to execution of the Contract, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, PPC will issue a Change Order.

(C) ***Disputes.*** In the event that a dispute arises between PPC and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by PPC, Contractor will not be excused from completing the Work

within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and PPC.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds $25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to PPC for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, PPC will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify PPC sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) ***Contractor's Obligations.*** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by PPC. If required by PPC, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At PPC's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into PPC's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) ***Stormwater Permit.*** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) ***Contractor's Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in PPC's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, or transient equipment that may or may not be owned by Contractor.

7.21 Mined Materials. Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which is available online at: ftp://ftp.consrv.ca.gov/pub/omr/AB3098%20List/AB3908List.pdf.

Article 8 - Payment

8.1 Schedule of Values. Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment.

(A) ***Measurements for Unit Price Work.*** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) ***Deleted or Reduced Work.*** Contractor will not be compensated for Work that PPC has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) ***Application for Payment.*** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with

Contractor's schedule of values and any other substantiating data required by the Contract Documents.

(B) ***Payment of Undisputed Amounts.*** PPC will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. PPC will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. PPC may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. PPC may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, PPC may withhold or deduct an amount based on PPC's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, PPC may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, PPC may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, PPC may withhold or deduct an amount based on PPC's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, PPC may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, PPC may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, PPC may withhold or deduct an amount based on PPC's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by PPC, when accepted Shop Drawings are required before proceeding with the Work, PPC may deduct an amount based on the estimated costs to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, PPC may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, PPC may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither PPC's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. PPC will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment to Payment Application), as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following PPC's acceptance of the Project.

(A) ***Substitution of Securities.*** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by PPC. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by PPC's legal counsel. If PPC exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (f) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes PPC's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by PPC's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) ***Withholding for Stop Notice.*** Pursuant to Civil Code § 9358, PPC will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by PPC for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) ***Joint Checks.*** PPC reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if PPC determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by PPC's legal counsel. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between PPC and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.7 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, PPC reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that PPC acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to PPC exceeds the amount of Final Payment, PPC retains the right to recover the balance from Contractor or its sureties.

8.8 Release of Claims. PPC may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing PPC with a written waiver and release of all claims against PPC arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.

8.9 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to PPC free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) ***Eight Hour Day.*** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) ***Penalty.*** Pursuant to Labor Code § 1813, Contractor will forfeit to PPC as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one

calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

(C) ***Apprentices.*** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) ***Notices.*** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 **Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with PPC and available online at http://www.dir.ca.gov/dlsr. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) ***Penalties.*** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to PPC as a penalty up to $200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) ***Federal Requirements.*** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 **Payroll Records.** Contractor must comply with the provisions of Labor Code §§ 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(A) ***Contractor and Subcontractor Obligations***. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to PPC, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) ***Enforcement.*** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each

worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) ***Reporting Requirements.*** Contractor must immediately notify PPC of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to PPC of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to PPC.

(B) ***Legal Compliance.*** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide PPC with copies of all notices required by Laws.

(C) ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) ***Remedies.*** If PPC determines, in its sole discretion, that any part of the Work or Project site is unsafe, PPC may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to PPC's satisfaction. If Contractor fails to promptly take the required corrective measures, PPC may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with PPC's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to PPC. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and PPC.

(A) ***Contractor Obligations.*** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) ***Labeling.*** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from PPC if, under the circumstances, there is inadequate time to seek prior authorization from PPC.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to PPC requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, PPC will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include PPC's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by PPC or by a third party retained by PPC due to Contractor's failure to timely complete any such outstanding item.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by PPC's further inspection,

and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to PPC's satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon action by the Board of Directors during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, PPC may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, PPC may withhold up to 150% of PPC's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At PPC's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) ***Warranty Period.*** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) ***Warranty Documents.*** As a condition precedent to Final Completion, Contractor must supply PPC with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) ***Subcontractors.*** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) ***Contractor's Obligations.*** Upon written notice from PPC to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the

expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to PPC's satisfaction.

(F) ***PPC's Remedies.*** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by PPC, or sooner if required by the circumstances, PPC may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse PPC for its costs in accordance with subsection (H), below.

(G) ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, PPC may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse PPC for its costs in accordance with subsection (H), below.

(H) ***Reimbursement.*** Contractor must reimburse PPC for its costs to repair under subsections (F) or (G), above, within 30 days following PPC's submission of a demand for payment pursuant to this provision. If PPC is required to initiate legal action to compel Contractor's compliance with this provision, and PPC is the prevailing party in such action, Contractor and its surety are solely responsible for all of PPC's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs PPC incurs to correct the defective Work.

11.3 Use Prior to Final Completion. PPC reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if PPC has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion. PPC will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) ***Non-Waiver.*** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of PPC's rights or Contractor's duties pursuant to these Contract Documents and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) ***PPC's Responsibility.*** PPC will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to PPC acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) ***Definition.*** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to PPC in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by PPC, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(B) ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and PPC. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to PPC in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by PPC.

(C) ***Scope of Article.*** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(D) ***No Work Delay.*** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(E) ***Informal Resolution.*** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and PPC.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) ***Substantiation.*** The Claim must be submitted to PPC in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of PPC's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) ***Claim Format and Content.*** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of PPC's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

c. A chronology of relevant events; and

d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that PPC notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 PPC's Response. PPC will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of PPC and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if PPC determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, PPC may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that PPC may have against the Claim.

(A) ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of PPC and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) ***Non-Waiver.*** Any failure by PPC to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes PPC's written response, or PPC fails to respond within the specified time, within 15 days of receipt of PPC's response or within 15 days of PPC's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify PPC of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute PPC's response in writing within the specified time, Contractor's Claim will be deemed waived.

(A) ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, PPC will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near PPC's principal office.

(C) ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, PPC will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) ***Submission to Mediation.*** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after PPC issues the written statement identifying any portion(s) of the Claim remaining in dispute, the

Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) ***Mediation.*** Within ten working days after PPC issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, PPC and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) ***Government Code Claims*.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims. This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 Arbitration. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

12.8 Burden of Proof and Limitations. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. PPC will not be directly liable to any Subcontractor or supplier.

12.9 Legal Proceedings. In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions

bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of PPC's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and PPC reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

12.10 Other Disputes. The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by PPC. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to PPC, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, PPC may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to PPC's satisfaction.

(A) ***Notice of Suspension.*** Upon receipt of PPC's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) ***Resumption of Work.*** Upon receipt of PPC's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) ***Failure to Comply.*** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) ***No Duty to Suspend.*** PPC's right to suspend the Work will not give rise to a duty to suspend the Work, and PPC's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. PPC reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for PPC's convenience. Upon notice by PPC pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by PPC except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the

extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. PPC may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) ***Default.*** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) ***Notice of Default and Opportunity to Cure.*** Upon PPC's declaration that Contractor is in default due to a material breach of the Contract Documents, if PPC determines that the default is curable, PPC will afford Contractor the opportunity to cure the default within ten days of PPC's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) ***Termination.*** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, PPC may issue written notice to Contractor and its performance bond surety of PPC's termination of the Contract for default.

(D) ***Waiver.*** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), PPC may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that PPC determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by PPC to complete the Work following termination, where "additional cost" means all cost in excess of the cost PPC would have incurred if Contactor had timely completed Work without the default and termination. In addition, PPC will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on PPC property for the purposes of completing the remaining Work.

(E) ***Compensation.*** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to PPC of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to PPC's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and

excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by PPC, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from PPC of the total compensation to be paid by PPC.

(F) ***Wrongful Termination.*** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. PPC reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) ***Compensation to Contractor.*** In the event of PPC's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) *Completed Work.* The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) *Demobilization.* Demobilization costs specified in the schedule of values, or if demobilizations cost were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) *Termination Markup.* Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) ***Disputes.*** If Contractor disputes the amount of compensation determined by PPC pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from PPC of total compensation to be paid by PPC.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) ***General.*** Upon termination PPC may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to PPC.

(B) ***Submittals.*** Unless otherwise specified in the notice of termination, Contractor must immediately submit to PPC all designs, drawings, as-built drawings, Project

records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) ***Close Out Requirements.*** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with PPC's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with PPC's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to PPC or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to PPC's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to PPC.

(D) ***Payment Upon Termination.*** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance to the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) ***Continuing Obligations.*** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

14.1 Assignment of Unfair Business Practice Claims. Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to PPC all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time PPC tenders Final Payment to Contractor, without further acknowledgement by the parties.

14.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

14.3 Waiver. PPC's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by PPC. PPC's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by PPC.

14.4 Titles, Headings, and Groupings. The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

14.5 Statutory and Regulatory References. With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that the Contract was executed.

14.6 Survival. The provisions that survive termination or expiration of this Contract include Contract Section 17, Notice, and subsections 18.1, 18.2, 18.3, 18.4, 18.5, and 18.6, of Section 18, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

1. Authorized Work Days and Hours.

1.1 Authorized Work Days. Except as expressly authorized in writing by City of Vallejo and PPC, Contractor may perform Work on the Project on the following days of the week, excluding holidays observed by City of Vallejo:

Monday through Sunday

1.2 Authorized Work Hours. Except as expressly authorized in writing by City of Vallejo and PPC, Contractor is limited to performing Work on the Project during the following hours:

7:00AM to 5:00PM

2. Pre-Construction Conference.

PPC will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between PPC and Contractor will be discussed, and Contractor must present PPC with the following information or documents at the meeting for PPC's review and acceptance before the Work commences:

2.1 Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;

2.2 Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;

2.3 If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;

2.4 Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after PPC issues the Notice to Proceed;

2.5 Breakdown of lump sum items, to be used for determining the value of Work completed for future progress payments to Contractor;

2.6 Schedule with list of Project submittals that require PPC review, and list of the proposed material suppliers;

2.7 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;

2.8 Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces and fences, and any other features within the Project area limits;

2.9 Any other documents specified in the Special Conditions or requested by PPC.

3. Laydown Area, Site Access.

PPC will provide a construction laydown area, including power. The Contractor will be responsible for providing construction offices, security fencing and/or security services.

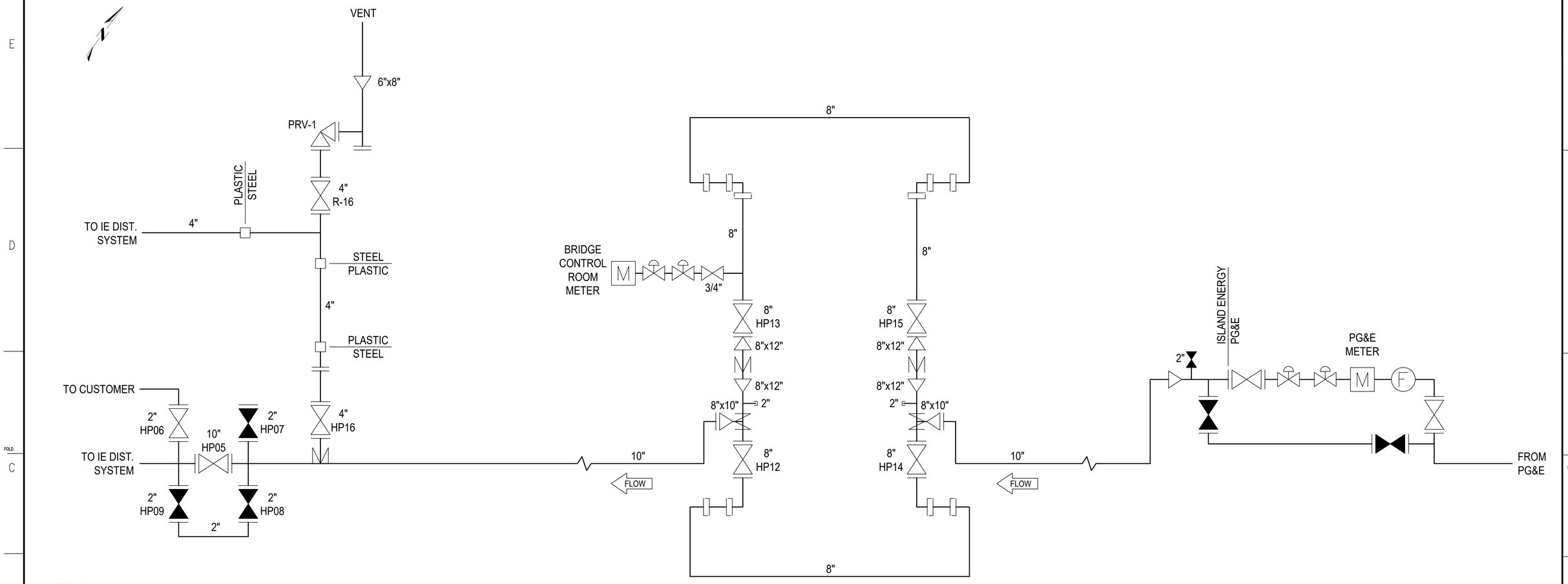
4. PPC-Provided Equipment.

PPC will procure the four (4) isolation valves required for the Project given long manufacturing lead times. Please refer to the Bill of Materials included in Exhibit C, "Isometric Plans," as revised on August 31, 2021. The installation of the four (4) valves is the responsibility of the Contractor. (See General Conditions, Section 7.6.)

END OF SPECIAL CONDITIONS

Exhibit A

[RESERVED]



LEGEND:

- VALVE, OPEN
- VALVE, CLOSED
- REDUCER
- MECHANICAL COUPLING
- PRESSURE RELIEF VALVE
- METER
- FILTER
- REGULATOR
- STL/PL TRANSITION FITTING
- PRESSURE CONTROL FITTING

Underground Service Alert
Call: 811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS					
No.	DESCRIPTION	BY	CHKD	APP'D	DATE
0	ISSUED FOR BID	BS	PD		08/30/2021

DO NOT SCALE THIS DRAWING. USE DIMENSIONS ONLY. ORIGINAL DRAWING SIZE 22"x34"

DRAWN BY: B. SUDICKY
DESIGN BY: P. DANIELS
CHECKED BY: P. DANIELS
APPROVED BY:

SCALE: AS SHOWN

DATE LAST WORKED ON: 08/30/2021

GTS
A Kleinfelder Company
15 West Eaton Road
Chico, CA 95973
Project No. 20092

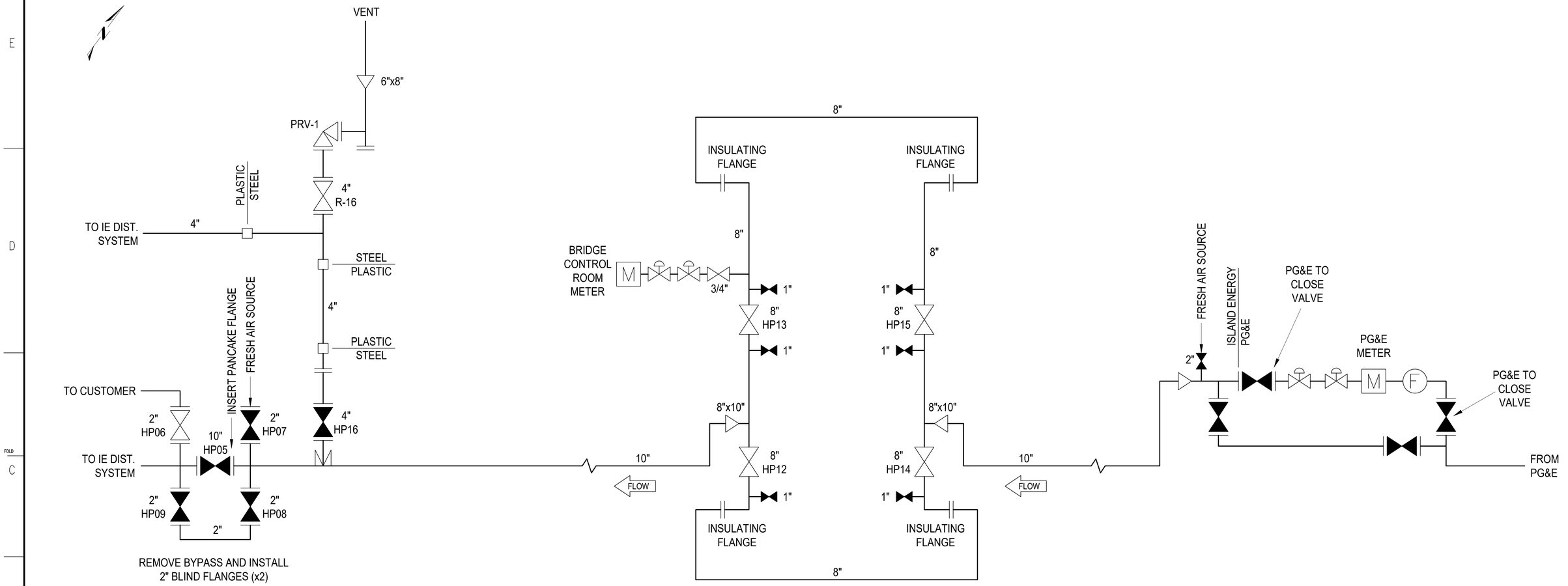
Island Energy
energy solutions for Mare Island

PRELIMINARY
NOT FOR CONSTRUCTION

P&ID – PRIOR TO REPLACEMENT
MARE ISLAND NATURAL GAS SYSTEM
CAUSEWAY BRIDGE MAIN PIPELINE UPGRADE
PHASE 3 – MECHANICAL COUPLING REPLACEMENT

VALLEJO, CALIFORNIA

DRAWING NUMBER: GTS-21018-IE002-02
SHEET No.: 1 OF 2
REV: 0



LEGEND:

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Island Energy
energy solutions for Mare Island

PRELIMINARY
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REVISIONS

No.	DESCRIPTION	BY	CHKD	APP'D	DATE
0	ISSUED FOR BID	BS	PD		08/30/2021

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CHECKED BY: P. DANIELS
APPROVED BY:

SCALE: AS SHOWN

DATE LAST WORKED ON: 08/30/2021

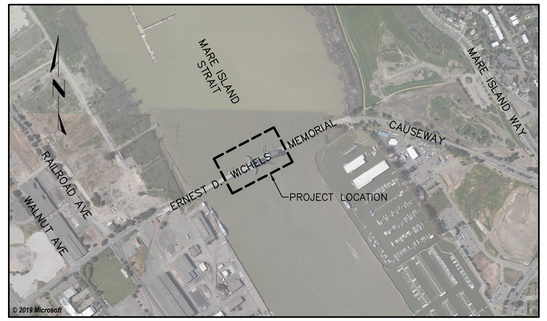
GTS
A Kleinfelder Company
15 West Eaton Road
Chico, CA 95973
Project No. 20092

P&ID – POST REPLACEMENT
MARE ISLAND NATURAL GAS SYSTEM
CAUSEWAY BRIDGE MAIN PIPELINE UPGRADE
PHASE 3 – MECHANICAL COUPLING REPLACEMENT
VALLEJO, CALIFORNIA

DRAWING NUMBER: GTS-21018-IE002-02
SHEET No.: 2 OF 2
REV: 0

PROJECT LOCATION

(NOT TO SCALE)

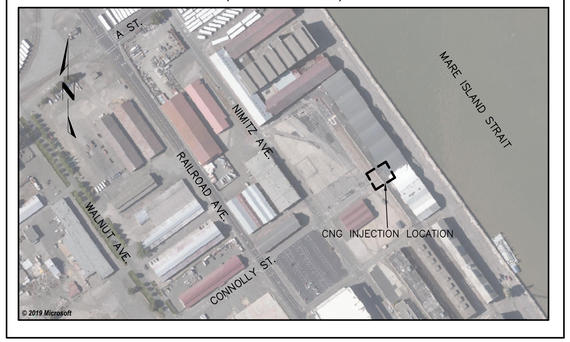


MARE ISLAND NATURAL GAS SYSTEM
ISLAND ENERGY
CAUSEWAY BRIDGE MAIN PIPELINE UPGRADE
PHASE 3 MECHANICAL COUPLING REPLACEMENT

VALLEJO, CALIFORNIA

CNG LOCATION

(NOT TO SCALE)



SUMMARY OF PROPOSED CONTRACTOR WORK:

1. INSTALL SCAFFOLDING ADJACENT TO EXISTING PLATFORMS ON WEST AND EAST SIDES AS REQUIRED TO SUPPORT CONSTRUCTION WORK.
2. FABRICATE PIPE ASSEMBLIES PER DRAWINGS FOR REPLACEMENT OF VALVES AND COUPLINGS.
3. LEAK TEST PROPOSED FACILITIES.
4. REMOVE EXISTING COUPLINGS, PIPE FITTINGS AND PLUG VALVES.
5. INSTALL (4) PROPOSED 8" FULL PORT BALL VALVES, FITTINGS AND PIPING.
6. REPLACE EXISTING AND INSTALL NEW PIPE SUPPORTS.
7. WRAP NEW PIPE, FITTINGS, AND VALVES.

SEQUENCE OF OPERATIONS:

1. SCOPE OF WORK TO BE PERFORMED WITHOUT SERVICE INTERRUPTION.
2. INSTALL SCAFFOLDING AND PLATFORMS AS REQUIRED.
3. CONTRACTOR TO REMOVE WRAP ON EXISTING 8" STEEL MAIN AND PREPARE SURFACE OF PIPE FOR REPLACEMENT.
4. PUT ISLAND ENERGY GAS SYSTEM ON CNG.
5. ISOLATE AND PURGE THE BRIDGE PIPING PER THE APPROVED CLEARANCE PROCEDURE (PG&E AND P.P.C).
6. REMOVE EXISTING VALVES, FITTINGS AND PIPE.
7. INSTALL PROPOSED 8" FULL PORT BALL VALVES, FITTINGS AND PIPE.
8. REPLACE DAMAGED PIPE HANGERS AS REQUIRED.
9. PERFORM REQUIRED TESTING ON FULLY INSTALLED ASSEMBLY.
10. RESTORE GAS FLOW TO BYPASS LOOP VIA PG&E FEED (PG&E AND P.P.C).
11. STOP CNG FEED TO ISLAND ENERGY GAS SYSTEM (P.P.C)
12. INSTALL NEW PIPE COATING AND WRAP.
13. CONTRACTOR TO ENSURE VALVES ARE FUNCTIONING AND DISTRIBUTION SYSTEM HAS MAINTAINED NORMAL OPERATION.

CONTACT INFORMATION:

GENERAL MANAGER.....DOUG BUCHANAN (925) 596-0527
UTILITY SUPERVISOR.....SCOTT SILVER (707) 689-3151
PROJECT MANAGER.....PETE DANIELS (530) 514-5483
PROJECT ENGINEER.....MATT LEAVY (530) 521-8661
ENGINEER.....MEGAN FRISCH (707) 766-4477

SCHEDULE OF SHEETS:

SHEET 1.....COVER SHEET
SHEET 2.....EXISTING PIPING – COUPLING REPLACEMENT
SHEET 3.....SECTIONS & DETAILS – COUPLING REPLACEMENT
SHEET 4.....SECTIONS & DETAILS – COUPLING REPLACEMENT
SHEET 5.....SECTIONS & DETAILS – COUPLING REPLACEMENT
SHEET 6.....BILL OF MATERIALS

CONSTRUCTION NOTES:

1. GENERAL
   - A. REFER TO CONSTRUCTION SPECIFICATION CONTRACT No. 2019-18 PACKAGE FOR ADDITIONAL INFORMATION. BEFORE COMMENCING CONSTRUCTION WORK, CONTRACTOR TO PROVIDE SCAFFOLDING DESIGN SKETCHES/DETAILS FOR INSTALLATION. THESE ARE TO BE PROVIDED TO THE ENGINEER AND SUBMITTED TO THE U.S. COAST GUARD PER THEIR REQUIREMENTS. APPROVAL MUST BE RECEIVED FROM THE U.S. COAST GUARD BEFORE ANY CONSTRUCTION WORK CAN BEGIN.
   - B. THIS PROJECT IS DESIGNED AND IS TO BE INSTALLED PER ALL APPLICABLE SECTIONS OF THE FEDERAL CODE OF REGULATIONS 49 CFR SECTION 192. PERSONNEL INVOLVED IN THE INSTALLATION OF STEEL AND PLASTIC PIPE AND TUBING SHALL BE INSTRUCTED, TRAINED, AND QUALIFIED WITH THE EQUIPMENT AND INSTALLATION PROCEDURES ASSOCIATED WITH STEEL PIPE. CONTRACTOR ACKNOWLEDGES LIABILITY FOR ALL INJURIES OCCURRING AS THE RESULT OF UNSAFE WORKING CONDITIONS.
   - C. CONTRACTOR SHALL ENSURE THAT ANY CONTRACTOR OR SUBCONTRACTOR EMPLOYEE PERFORMING TASKS OR SUBTASKS REQUIRING OPERATOR QUALIFICATION (OQ) ARE QUALIFIED. INDIVIDUALS PERFORMING OQ TASKS MUST HAVE DOCUMENTATION OF OQ ON HIS/HER PERSON WHILE PERFORMING SUCH TASK AND THE DOCUMENTATION MUST BE AVAILABLE TO THE REPRESENTATIVE UPON REQUEST. IN THE EVENT THE INDIVIDUAL IS UNABLE TO PROVIDE SUCH DOCUMENTATION, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PENALTIES AND COSTS ASSOCIATED WITH SUCH FAILURE INCLUDING, BUT NOT LIMITED TO, RE-PERFORMANCE OF THE TASK REQUIRING OQ.
   - D. MATERIAL PROCUREMENT AND QUALIFIED WELDING PROCEDURE SELECTION ARE RESPONSIBILITY OF CONTRACTOR, AND CONTRACTOR'S BID PRICE SHALL INCLUDE THE COST OF THESE ITEMS.
   - E. ANY REQUIRED PERMITS FROM THE CITY OF VALLEJO TO BE OBTAINED BY ISLAND ENERGY. TRAFFIC CONTROL PLANS AND PERMIT TO BE PROVIDED BY CONTRACTOR. CONTRACTOR SHALL MAINTAIN ALL PERMITS ON-HAND WHILE PERFORMING WORK.
   - F. EXISTING PIPE SPECIFICATIONS WILL BE PROVIDED BY ISLAND ENERGY. IF NOT AVAILABLE, AND REQUIRED FOR CONTRACTOR'S WORK, IT SHALL INCLUDE THE COST OF THEIR ACQUISITION.
   - G. CONTRACTOR SHALL ACQUIRE, INSPECT, TRANSPORT, AND DELIVER TO THE WORK SITE THE MATERIALS DESCRIBED IN THE BILL OF MATERIALS AND CONSTRUCTION DRAWINGS.
     - i. ALL MATERIALS SHALL MEET THE LISTED SPECIFICATIONS IN THE BILL OF MATERIALS. THE ENGINEER MUST APPROVE ANY SUBSTITUTIONS IN WRITING.
     - ii. MATERIAL ORDERS AND MANUFACTURER DATA SHEETS SHALL BE SUPPLIED TO THE ENGINEER PRIOR TO INSTALLATION.
   - H. CONTRACTOR MAY SUBCONTRACT WORK OR ANY PORTION THEREOF WITH THE FOLLOWING CONDITIONS:
     - ij. CONTRACTOR SHALL PROVIDE ISLAND ENERGY WITH THE NAME AND CONTACT INFORMATION OF SUBCONTRACTOR(S).
     - ii. CONTRACTOR'S BID PRICE SHALL INCLUDE THE COST OF SUBCONTRACT(S).
   - I. ENGINEERING APPROVAL OF CONTRACTOR SUBMITTALS DOES NOT RELIEVE CONTRACTOR OF LIABILITY FOR MATERIAL QUALITY, OR PERFORMING THE WORK IN A SAFE MANNER OR PROPERLY COMPLETING THE WORK.
2. SAFETY
   - A. CONTRACTOR SHALL PROVIDE A SITE SAFETY PLAN AFTER AWARD OF THE CONTRACT.
   - B. CONTRACTOR SHALL ENSURE THAT SAFE WORKING PROCEDURES AND CONDITIONS ARE MAINTAINED.
   - C. CONTRACTOR SHALL TAKE SPECIAL CARE TO COMMUNICATE WITH FIRE SERVICE AND PROVIDE FIRE WATCH AND SUPPRESSION PLAN.

WELDING & FUSION:

1. GENERAL
   - A. ALL WELDS SHALL BE IN ACCORDANCE WITH API 1104, 21ST EDITION.
   - B. CONTRACTOR SHALL PROVIDE ALL REQUIRED CERTIFIED PROCEDURE DOCUMENTATION PRIOR TO ANY WORK COMMENCING ON PROJECT.
2. WELDING PROCEDURES
   - A. CONTRACTOR SHALL PROVIDE ISLAND ENERGY WITH CERTIFIED QUALIFIED WELDING PROCEDURES (QWP) PER SECTION 5 OF API 1104, 21ST EDITION.
   - B. CONTRACTOR WILL PROVIDE THE MINIMUM NUMBER OF CERTIFIED QWP'S TO COMPLETE ALL BUTT, BRANCH AND SLEEVE WELDS ON THE PROJECT.
   - C. QWP WILL INCLUDE RESULTS FROM SPECIMEN BREAKS.
3. WELDER QUALIFICATIONS
   - A. CONTRACTOR SHALL PROVIDE WELDER CERTIFICATIONS DOCUMENTING THE WELDER'S ABILITY TO COMPLETE ALL WELDS PER THE ESSENTIAL VARIABLES ON THE PROJECT IN ACCORDANCE WITH API 1104, 21ST EDITION AND SECTION 192.227 IN THE CODE OF FEDERAL REGULATIONS, TITLE 49.

CONCRETE:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING CONCRETE WASTE GENERATED FROM PROJECT OFFSITE.
2. TO RESTORE DAMAGED CONCRETE, CONTRACTOR SHALL PROVIDE A SPECIFIC CONCRETE MIX THAT WILL PROVIDE A 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.

PURGING:

1. PIPELINE SHALL BE PURGED TO ENSURE A HAZARDOUS MIXTURE OF GAS IS NOT PRESENT PRIOR TO PERFORMING WORK. ENGINEER TO PROVIDE PURGING PROCEDURE.
2. ALL APPLICABLE PURGING WORK SHALL BE DONE IN ACCORDANCE WITH 49 CFR 192.629, AND SECTIONS 303 AND 605-B5 OF ISLAND ENERGY'S OPERATIONS AND MAINTENANCE MANUAL AND IN COMMUNICATION WITH FIRE SERVICE AND/OR EMS.

HANDLING:

1. PIPE SHALL BE HANDLED SO AS TO ELIMINATE THE POSSIBILITY OF DAMAGE DURING LOADING AND UNLOADING OPERATIONS. DURING TRANSPORT, THE PIPE MUST BE SUPPORTED SO AS TO MINIMIZE MOVEMENT. CONTRACTOR SHALL REPLACE ANY MATERIAL DAMAGED BY CONTRACTOR DURING HANDLING AND TRANSPORT AT NO ADDITIONAL COST TO ISLAND ENERGY.

AS-BUILT DRAWINGS:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A DATED AND SIGNED RED-LINE SET OF AS-BUILT DRAWINGS TO COMPANY AND TO THE PROJECT ENGINEER. IN ADDITION, DRAWINGS NEED TO BE COMPLETED INDICATING THE LOCATION OF THE MAIN IN RELATION TO THE NEAREST PERMANENT STRUCTURE, BRIDGE, AND LENGTHS OF PIPE.
2. SPECIFIC DIMENSIONS ON THE DRAWINGS SHALL BE CORRECTED AS PART OF THE AS-BUILT DRAWINGS.

COATING AND WRAP REMOVAL:

1. BEFORE REMOVING THE COATING ON PIPE (DOES NOT INCLUDE PLASTIC TAPE OR FUSION BONDED EPOXY COATINGS) OBTAIN SAMPLES OF THE PIPE WRAP AND TEST TO DETERMINE IF ASBESTOS IS PRESENT.
2. TEST RESULTS ARE TO BE INCLUDED WITH AS-BUILTS.
3. CONTRACTOR SHALL REMOVE COATINGS AND WRAP AT TIE-IN POINT IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS

TEST REQUIREMENTS:

1. ALL INSTALLED PIPE SHALL BE LEAK TESTED PER SECTION 503 OF ISLAND ENERGY'S OPERATIONS AND MAINTENANCE MANUAL PRIOR TO INSTALLATION AND POST INSTALLATION.
2. CONTRACTOR SHALL INDICATE THE LENGTH, LOCATION, AND TYPE OF PIPE TESTED ON THE AS-BUILT MARK-UPS.
3. ALL BALL VALVES SHALL BE LEAK TESTED PER SECTION 503 OF ISLAND ENERGY'S OPERATIONS AND MAINTENANCE MANUAL, AND PER ENGINEER PROVIDED PRE-COMMISSIONING CHECKLIST BEFORE VALVES ARE INSTALLED.

INSPECTION:

ISLAND ENERGY WILL DESIGNATE A PROJECT INSPECTOR. CONTRACTOR WILL ALLOW UNLIMITED ACCESS TO THE INSPECTOR AT ALL TIMES DURING THE COURSE OF THE PROJECT. IN ADDITION, THE CONSTRUCTOR WILL ARRANGE FOR INSPECTIONS TO TAKE PLACE BEFORE AND AFTER CONSTRUCTION. NO WORK WILL PROCEED UNTIL THE INSPECTOR HAS APPROVED THE INSTALLATION AT THESE TIMES.

1. PRE-CONSTRUCTION - CONTRACTOR WILL MAKE AVAILABLE THE WELDING AND FUSION QUALIFICATIONS FOR ALL INSTALLERS. NO PERSON WILL BE ALLOWED TO PERFORM WELDING ON PIPE UNTIL APPROVED BY THE INSPECTOR. IN ADDITION, CONTRACTOR MUST MAKE AVAILABLE THE OPERATOR QUALIFICATIONS (OQ) FOR PRESSURE CONTROL TAPPING AND PLUGGING EQUIPMENT.
2. FINAL INSPECTION - PRIOR TO LEAVING THE JOB THERE WILL BE A POST-CONSTRUCTION REVIEW. THIS REVIEW WILL ENSURE THAT ALL REQUIREMENTS OF THE CONTRACT HAVE BEEN MET AND WILL INCLUDE BUT NOT BE LIMITED TO: COATING, SITE CLEAN-UP & RESTORATION, REMAINING PUNCH LIST ITEMS, AND AS-BUILT DOCUMENTATION.

COATING & WRAPPING:

1. CONTRACTOR SHALL APPLY PROTECTIVE COATING AND WRAPPING FOR ALL METALLIC PARTS AND FACILITIES ABOVE AND BELOW GROUND, INCLUDING EPOXY PAINTING OF ALL ABOVE GROUND FACILITIES.
2. ANY DEVIATION FROM THE COATING REQUIREMENTS DESCRIBED HEREIN MUST BE APPROVED BY THE ENGINEER IN WRITING.
3. FOR ABOVE-GROUND FACILITIES (INCLUDING VALVES, FITTINGS, AND PIPE USED AS SUPPORTS):
   - B. CLEAN SURFACE OF PIPE USING SOLVENT PER SSPC-SP 1, AND PREPARE SURFACE USING HAND OR POWER TOOLS PER SSPC-SP 2, OR SSPC-SP 3.
   - C. ENSURE THAT A 1.0 MIL MINIMUM SURFACE PROFILE IS ACHIEVED PER SSPC-SP 11 BEFORE APPLYING COATING.
   - D. APPLY AMERLOCK 400 AL PRIMER PER MANUFACTURER INSTRUCTIONS.
   - E. APPLY SILOXANE PSX 700 TOPCOAT PER MANUFACTURER INSTRUCTIONS. ALLOW 8 HOURS FOR PRIMER TO DRY BEFORE APPLYING SILOXANE.
   - F. CHECK DRY FILM THICKNESS PER ASTM D4414 TO ENSURE THAT A THICKNESS OF 7 TO 15 MILS HAS BEEN ACHIEVED.
4. REFER TO SECTION 605-B1 OF ISLAND ENERGY'S OPERATIONS AND MAINTENANCE MANUAL FOR GENERAL PIPELINE REPAIR INFORMATION.

WELDING INSPECTION

WELDING INSPECTION PER ISLAND ENERGY PROCEDURAL MANUAL FOR OPERATIONS, MAINTENANCE & EMERGENCIES
SUB PART E – WELD PROCEDURES

VISUAL _____ ☐
RADIOGRAPHIC _____ ☐
MAGNETIC PARTICLE _____ ☐
INSPECTOR _____
SIGNATURE _____
DATE _____

TEST AT 100 PSI FOR MINIMUM OF 30 MIN.

PRESSURE	DURATION	INITIALS	DATE OF TEST

PIPE DATA

PIPE	FOOTAGE	MANUFACTURED BY	DATE OF MANUFACTURE
10.750"OD x 0.365"WT, API 5L, GR-B, SMLS			
8.625"OD x 0.322"WT, API 5L, GR-B, SMLS			

Island Energy
energy solutions for Mare Island

REGISTERED PROFESSIONAL ENGINEER
MATTHEW LEAVY
No. M37342
Exp. 3/31/23
MECHANICAL
STATE OF CALIFORNIA

BILL OF MATERIALS ON SHEET 6 OF 6

Underground Service Alert
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TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

No.	DESCRIPTION	BY	CHKD	APP'D	DATE
0	ISSUED FOR CONSTRUCTION	BS	PD	ML	08/13/2021
1	ADDED CP WIRE JUMPER DETAIL & MATERIALS	BS	PD	ML	08/31/2021

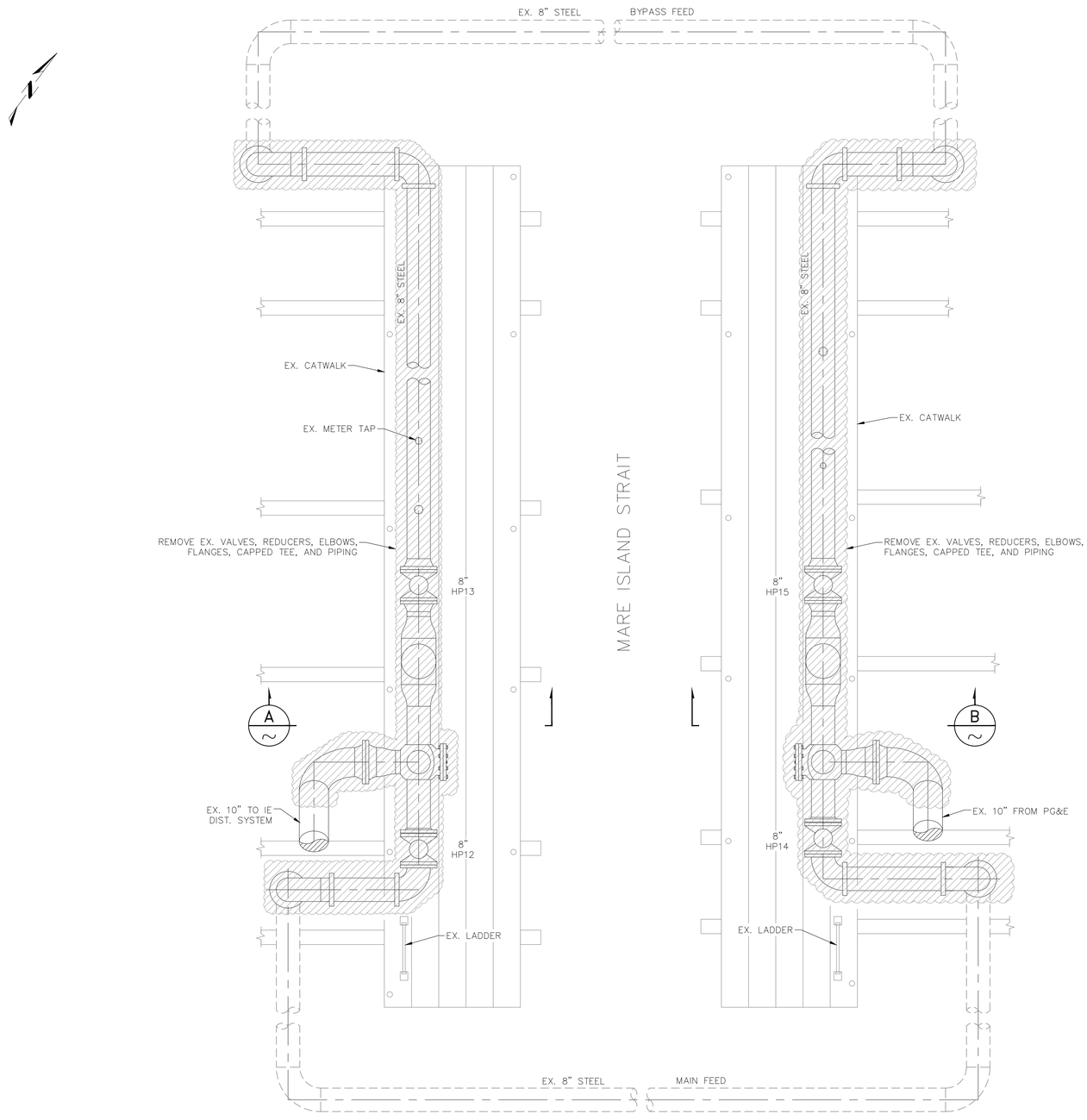
DO NOT SCALE THIS DRAWING. USE DIMENSIONS ONLY. ORIGINAL DRAWING SIZE: 22"x34"

DRAWN BY:	B. SUDICKY
DESIGN BY:	P. DANIELS
CHECKED BY:	P. DANIELS
APPROVED BY:	M. LEAVY
SCALE	AS SHOWN
DATE LAST WORKED ON	08/31/2021

GTS
A Kleinfelder Company
15 West Eaton Road
Chico, CA 95973
Project No. 20092

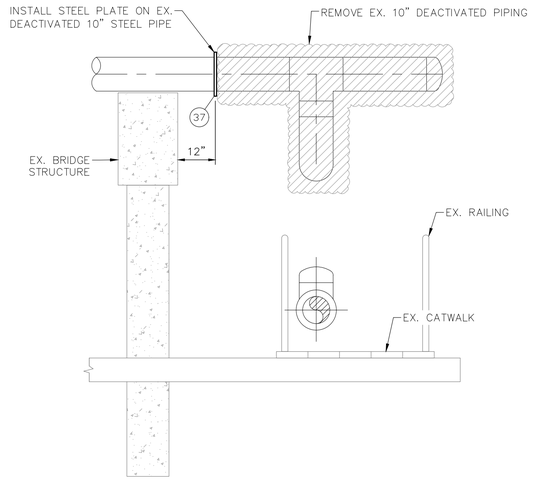
COVER SHEET
MARE ISLAND NATURAL GAS SYSTEM
CAUSEWAY BRIDGE MAIN PIPELINE UPGRADE
PHASE 3 – MECHANICAL COUPLING REPLACEMENT
VALLEJO, CALIFORNIA

DRAWING NUMBER	SHEET No.	REV
GTS-21018-IE002-01	1 OF 6	1



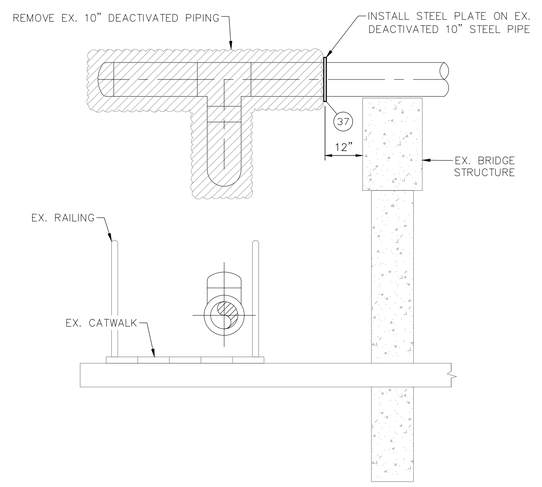
EXISTING CAUSEWAY PIPING PLAN VIEW

SCALE: 1/2" = 1'



SECTION A

SCALE: 1/2" = 1'



SECTION B

SCALE: 1/2" = 1'

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energy solutions for Mare Island

REGISTERED PROFESSIONAL ENGINEER
MATTHEW LEAVY
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BILL OF MATERIALS ON SHEET 6 OF 6

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APPROVED BY:	M. LEAVY
SCALE	AS SHOWN
DATE LAST WORKED ON	08/31/2021

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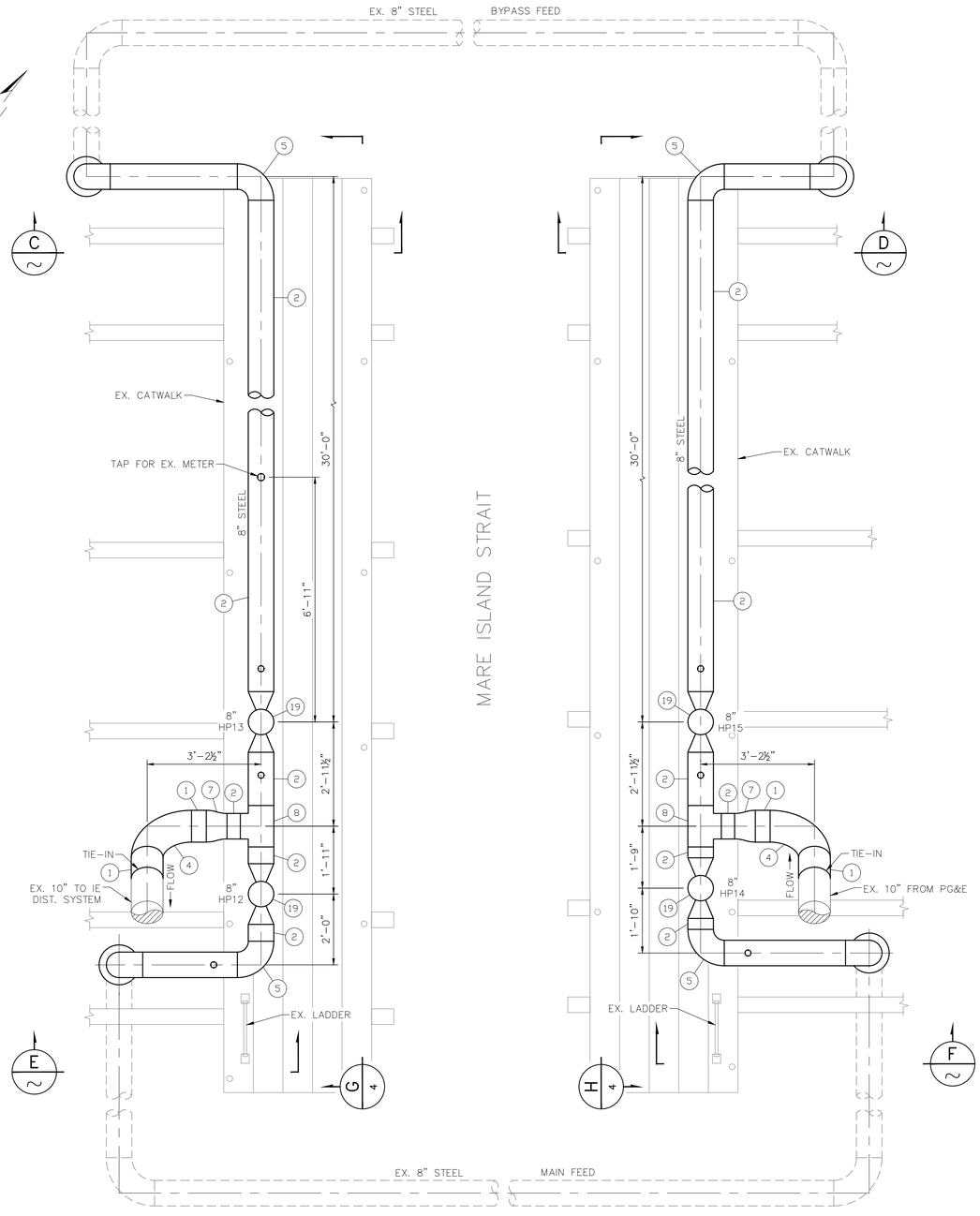
EXISTING PIPING – COUPLING REPLACEMENT
MARE ISLAND NATURAL GAS SYSTEM
CAUSEWAY BRIDGE MAIN PIPELINE UPGRADE
PHASE 3 – MECHANICAL COUPLING REPLACEMENT

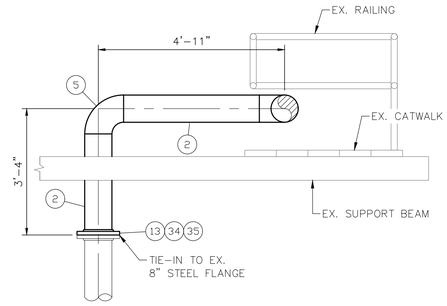
VALLEJO, CALIFORNIA

DRAWING NUMBER	SHEET No.	REV
GTS-21018-IE002-01	2 OF 6	1



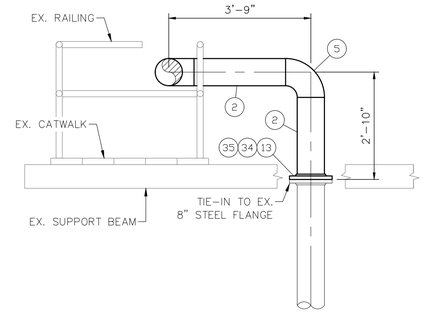
PROPOSED CAUSEWAY PIPING PLAN VIEW

SCALE: 1/2" = 1'



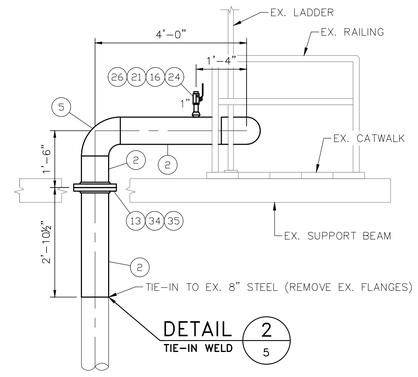
SECTION C

SCALE: 1/2" = 1'



SECTION D

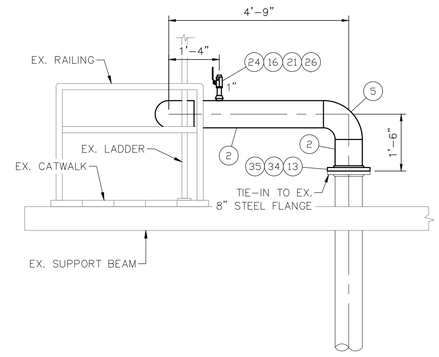
SCALE: 1/2" = 1'



DETAIL 2 — TIE-IN WELD

SECTION E

SCALE: 1/2" = 1'



SECTION F

SCALE: 1/2" = 1'

NOTES:
1. FIELD TO CONFIRM ALL DIMENSIONS AND SUIT NEW ASSEMBLIES TO EXISTING CONDITIONS.
2. ALL FOUR MAINLINE VALVES TO REMAIN IN THE OPEN POSITION ONCE WORK IS COMPLETE AND OPERATIONS RETURNED TO THE COMPANY.

Island Energy
energy solutions for Mare Island

REGISTERED PROFESSIONAL ENGINEER — MATTHEW LEAVY — No. M37342 — Exp. 3/31/23 — MECHANICAL — STATE OF CALIFORNIA

BILL OF MATERIALS ON SHEET 6 OF 6

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CHECKED BY: P. DANIELS
APPROVED BY: M. LEAVY

SCALE: AS SHOWN

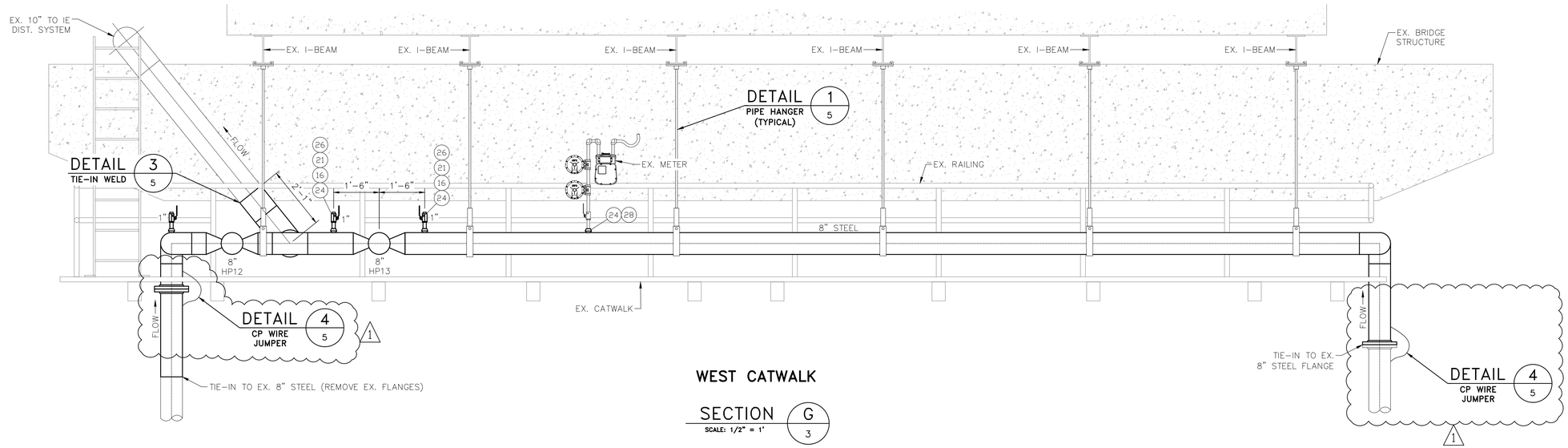
DATE LAST WORKED ON: 08/31/2021

GTS
A Kleinfelder Company
15 West Eaton Road
Chico, CA 95973
Project No. 20092

SECTIONS & DETAILS – COUPLING REPLACEMENT
MARE ISLAND NATURAL GAS SYSTEM
CAUSEWAY BRIDGE MAIN PIPELINE UPGRADE
PHASE 3 – MECHANICAL COUPLING REPLACEMENT

VALLEJO, CALIFORNIA

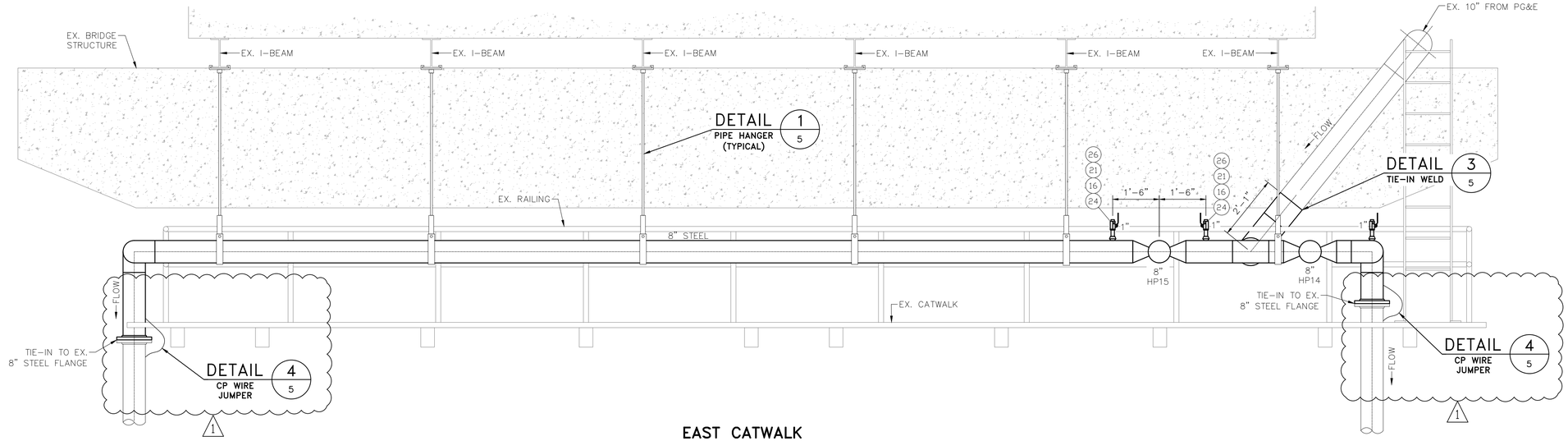
DRAWING NUMBER: GTS-21018-IE002-01
SHEET No.: 3 OF 6
REV: 1



WEST CATWALK

SECTION G 3

SCALE: 1/2" = 1'



EAST CATWALK

SECTION H 3

SCALE: 1/2" = 1'

VALVE DATA STAMP

VALVE ID HP12
BOM# 19
SIZE/TYPE 8" BALL
MANUFACTURER
MODEL
SERIAL#

VALVE DATA STAMP

VALVE ID HP13
BOM# 19
SIZE/TYPE 8" BALL
MANUFACTURER
MODEL
SERIAL#

VALVE DATA STAMP

VALVE ID HP14
BOM# 19
SIZE/TYPE 8" BALL
MANUFACTURER
MODEL
SERIAL#

VALVE DATA STAMP

VALVE ID HP15
BOM# 19
SIZE/TYPE 8" BALL
MANUFACTURER
MODEL
SERIAL#

Island Energy
energy solutions for Mare Island

REGISTERED PROFESSIONAL ENGINEER
MATTHEW LEAVY
No. M37342
Exp. 3/31/23
MECHANICAL
STATE OF CALIFORNIA

BILL OF MATERIALS ON SHEET 6 OF 6

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APPROVED BY: M. LEAVY

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GTS
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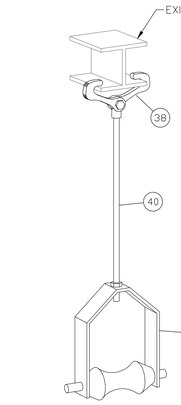
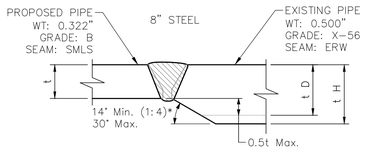
SECTIONS & DETAILS – COUPLING REPLACEMENT
MARE ISLAND NATURAL GAS SYSTEM
CAUSEWAY BRIDGE MAIN PIPELINE UPGRADE
PHASE 3 – MECHANICAL COUPLING REPLACEMENT

VALLEJO, CALIFORNIA

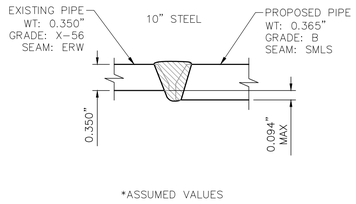
DRAWING NUMBER: GTS-21018-IE002-01
SHEET No.: 4 OF 6
REV: 1



DETAIL 1/4 PIPE HANGER
NOT TO SCALE — TYPICAL

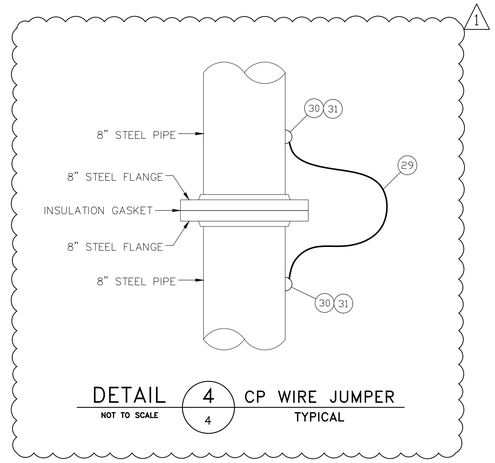


DETAIL 2/3 WELD DETAIL
NOT TO SCALE — TYPICAL



*ASSUMED VALUES

DETAIL 3/4 WELD DETAIL
NOT TO SCALE — TYPICAL



DETAIL 4/4 CP WIRE JUMPER
NOT TO SCALE — TYPICAL

BILL OF MATERIALS ON SHEET 6 OF 6

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DESIGN BY: P. DANIELS
CHECKED BY: P. DANIELS
APPROVED BY: M. LEAVY

SCALE: AS SHOWN

DATE LAST WORKED ON: 08/31/2021

GTS
A Kleinfelder Company
15 West Eaton Road
Chico, CA 95973
Project No. 20092

SECTIONS & DETAILS – COUPLING REPLACEMENT
MARE ISLAND NATURAL GAS SYSTEM
CAUSEWAY BRIDGE MAIN PIPELINE UPGRADE
PHASE 3 – MECHANICAL COUPLING REPLACEMENT
VALLEJO, CALIFORNIA

DRAWING NUMBER: GTS-21018-IE002-01
SHEET No.: 5 OF 6
REV: 1

Island Energy
energy solutions for Mare Island

REGISTERED PROFESSIONAL ENGINEER
MATTHEW LEAVY
No. M37342
Exp. 3/31/23
MECHANICAL
STATE OF CALIFORNIA

ITEM#	QUANTITY	UNIT	DESCRIPTION	NOTES
1	20	FT	PIPE, STEEL, 10", 0.365" WT, API 5L, GRADE B, SEAMLESS, BARE	
2	120	FT	PIPE, STEEL, 8", 0.322" WT, API 5L, GRADE B, SEAMLESS, BARE	
3			ITEM REMOVED	
4	2	EA	ELBOW, 10", 90 DEG, 0.365" WT, LONG RADIUS, BUTT WELD, CARBON STEEL, SCH 40, ASTM A234, GRADE B	
5	8	EA	ELBOW, 8", 90 DEG, 0.322" WT, SHORT RADIUS, BUTT WELD, CARBON STEEL, SCH 40, ASTM A234, GRADE B	
6			ITEM REMOVED	
7	2	EA	REDUCER, 10" (0.365" WT) X 8" (0.322" WT), BUTT WELD, STANDARD, CONCENTRIC, CARBON STEEL, ASTM A234, GRADE B	
8	2	EA	TEE, 8", BUTT WELD, CARBON STEEL, 0.322" WT, ASTM A234, GRADE B	
9	2	EA	CAP, CARBON STEEL, 10", BUTT WELD, 0.365" WT, ASTM A-234, GRADE B	FOR LEAK TEST
10	4	EA	CAP, CARBON STEEL, 8", BUTT WELD, 0.322" WT, ASTM A-234, GRADE B	FOR LEAK TEST
11	4	EA	FLANGE, BLIND, 8", ANSI CLASS 150, FORGED STEEL, 1/16" RAISED FACE, DRILL AND TAP FOR 1/2" NPT	FOR LEAK TEST
12			ITEM REMOVED	
13	5	EA	FLANGE, SLIP-ON, 8", ANSI CLASS 150, FORGED STEEL, FLAT FACE	
14			ITEM REMOVED	
15			ITEM REMOVED	
16	6	EA	NIPPLE, 1" X 3", THREADED, BLACK STEEL, SEAMLESS, EXTRA HEAVY	
17	4	EA	NIPPLE, 1/2" X 3", THREADED, BLACK STEEL, SEAMLESS, EXTRA HEAVY	FOR LEAK TEST
18			ITEM REMOVED	
19	4	EA	VALVE, BALL, ANSI CLASS 150, WELD ENDS, 8", STANDARD BORE, GEAR OPERATED	
20			ITEM REMOVED	
21	6	EA	VALVE, BALL, 1", CARBON STEEL, APOLLO # 72-105-19P, 3000 PSI, TEFLON SEAL/SEAT, FPT ENDS, WITH LOCKING DEVICE	
22	4	EA	VALVE, BALL, 1/2", CARBON STEEL, APOLLO # 72-103-19P, 1000 PSI, TEFLON SEAL/SEAT, FPT ENDS, WITH LOCKING DEVICE	(4) FOR LEAK TEST
23			ITEM REMOVED	
24	7	EA	THREDOLET, 1", BONNEY FORGE OR EQUAL, USE ON 8" PIPE, 3000 PSI, CARBON STEEL, ASTM A105	
25			ITEM REMOVED	
26	6	EA	PLUG, 1", HEX HEAD, THREADED, FORGED STEEL, 6000 PSI	
27	4	EA	PLUG, 1/2", HEX HEAD, VOGT # 2580 OR EQUAL, THREADED, FORGED STEEL, 6000 PSI	FOR LEAK TEST
28	1	EA	BUSHING, 1" X 3/4" VOGT # 2400 OR EQUAL, THREADED, BLACK, FORGED STEEL, 3000 PSI	
29	1	EA	WIRE, #6, BLACK, 100 FT ROLL	
30	9	EA	CARTRIDGE. CADWELD OR THRMOWELD 15 GRAM	1 EXTRA
31	9	EA	SLEEVE, COPPER, THERMOWELD A200 OR EQUIVALENT	1 EXTRA
32	4	EA	GASKET, FULL FACE, MANVILLE # 978 OR EQUAL, FABRIC, 8", ANSI CLASS 150, 1/16" THICK, COMPRESSED NITRILE AND ARAMID FIBERS	FOR LEAK TEST
33			ITEM REMOVED	
34	4	EA	INSULATION KIT, FLANGE, 8", ANSI CLASS 150, CONSISTING OF ONE GASKET, AND 8 ONE-PIECE SLEEVE/WASHERS	
35	32	EA	BOLT, STUD, 3/4" X 4-1/2", WITH 2 NUTS, STEEL, ALL THREAD, ASTM A193-B7 HEX NUTS, A194-2H, ASSEMBLED	INSULATING JOINT
36			ITEM REMOVED	
37	2	EA	STEEL PLATE, 12" X 12" X 1/2", A-572 GRADE 50	
38	12	EA	LB&A (OR EQUIVALENT) ADJUSTABLE BEAM CLAMP, CLAMP SIZE #2	Phone: (877) 373-0118
39	12	EA	LB&A (OR EQUIVALENT) 8" ROLLER HANGER WITH NON-CONDUCTIVE ROLLER AND FRP ROLL-ON SHIELD	Phone: (877) 373-0118
40	12	EA	LB&A (OR EQUIVALENT) 7/8" HANGER ROD COATED WITH "BLUECOAT"	Phone: (877) 373-0118

Island Energy
energy solutions for Mare Island

REGISTERED PROFESSIONAL ENGINEER
MATTHEW LEAVY
No. M37342
Exp. 3/31/23
MECHANICAL
STATE OF CALIFORNIA

BILL OF MATERIALS ON SHEET 6 OF 6

Underground Service Alert
Call: 811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

No.	DESCRIPTION	BY	CHKD	APP'D	DATE
0	ISSUED FOR CONSTRUCTION	BS	PD	ML	08/13/2021
1	ADDED CP WIRE JUMPER DETAIL & MATERIALS	BS	PD	ML	08/31/2021

DO NOT SCALE THIS DRAWING. USE DIMENSIONS ONLY. ORIGINAL DRAWING SIZE 22"x34"

DRAWN BY: B. SUDICKY
DESIGN BY: P. DANIELS
CHECKED BY: P. DANIELS
APPROVED BY: M. LEAVY

SCALE: AS SHOWN

DATE LAST WORKED ON: 08/31/2021

GTS
A Kleinfelder Company
15 West Eaton Road
Chico, CA 95973
Project No. 20092

BILL OF MATERIALS
MARE ISLAND NATURAL GAS SYSTEM
CAUSEWAY BRIDGE MAIN PIPELINE UPGRADE
PHASE 3 – MECHANICAL COUPLING REPLACEMENT
VALLEJO, CALIFORNIA

DRAWING NUMBER: GTS-21018-IE002-01
SHEET No.: 6 OF 6
REV: 1

Exhibit D

Site Laydown, Office

Building 487
510 Railroad Ave., Mare Island Vallejo

Exhibit E

[RESERVED]

LIMITED HAZARDOUS BUILDING MATERIALS SURVEY

Mare Island Causeway Bridge
Vallejo, California

Pittsburg Power Company - Island Energy
65 Civic Avenue
Pittsburg, California 94565

March 10, 2020 | Project No. 403722001

Geotechnical | Environmental | Construction Inspection & Testing | Forensic Engineering & Expert Witness

Geophysics | Engineering Geology | Laboratory Testing | Industrial Hygiene | Occupational Safety | Air Quality | GIS

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

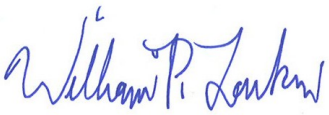
Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

LIMITED HAZARDOUS BUILDING MATERIALS SURVEY

Mare Island Causeway Bridge
Vallejo, California

Mr. Douglas W. Buchanan. PE
Pittsburg Power Company- Island Energy
65 Civic Avenue | Pittsburg, California 94565

March 10, 2020 | Project No. 403722001



William P. Larkin
Principal Environmental Scientist
DOSH Certified Asbestos Consultant
(No. 99-2688)
DPH Certified Lead Inspector/Assessor
and Project Monitor (Nos. 1284/1285)

WPL

Distribution: (1) Addressee (via e-mail)

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E – CDPH Form 8552 - Lead Hazard Evaluation Report

1 INTRODUCTION

Ninyo & Moore was retained by the Pittsburg Power Company – Island Energy (PPCIE/Client) to conduct a limited hazardous building materials survey (HBMS) at below-roadway sections of liquid natural gas lines on the eastern and western sides of the Mare Island Causeway Bridge located in Vallejo, California (Figures 1 and 2). Our services included the performance of limited, non-destructive suspect asbestos-containing materials (ACMs) and suspect lead-containing materials (LCMs) surveys and the sampling of observed suspect bulk polychlorinated biphenyl (PCB)-containing materials (PCBCMs) at the site project areas. For the purposes of this assessment, LCM refers to both lead-based paint (LBP), as defined by the California Department of Public Health (CDPH) and U.S. Department of Housing and Urban Development (HUD) and other potential LCMs.

The survey sampling activities were performed in accordance with established guidelines for the assessment of ACM, LCM and PCBCM, and are based upon conditions within the project site areas at the time of the surveying/assessment activities. Our objective and scope of work for the sampling activities are presented below.

1.1 Involved Parties

The sampling activities were performed on February 27, 2020, by Mr. William Larkin. Mr. Larkin is a State of California Division of Occupational Safety and Health (DOSH)-Certified Asbestos Consultant (No. 99-2688) and a State of California Department of Public Health (DPH)-certified Lead-related Construction Services Inspector/Assessor and Project Monitor (Nos. 1284/1285). Mr. William Larkin also provided principal level oversight and quality review. Professional certifications are presented in Appendix A.

1.2 User Reliance

This report may be relied upon and is intended exclusively for use by the PPCIE. Any use or re-use of the findings, conclusions, and/or recommendations of this report by parties other than the COM is undertaken at said parties' sole risk.

2 OBJECTIVE AND SCOPE OF SERVICES

The purpose of this study is to provide information regarding current conditions within the LRC to assist the PPCIE in implementing proposed building demolition/renovation activities. Ninyo & Moore personnel performed the following services including:

- Visual reconnaissance of the project site areas to document homogeneous areas of hazardous building materials and locate suspect ACM and LCMs.

- Collection of six bulk samples of suspect ACMs and submittal of these samples to a certified, independent laboratory for analysis of asbestos content.
- Collection of five suspect LCM samples and submittal of these samples to a certified, independent laboratory for analysis of lead content.
- Collection of two suspect bulk PCB sample and submittal of these samples to a certified, independent laboratory for analysis of PCB content.
- Preparation of this limited HBMS report, which presents our data and summarizes the assessed building materials. The report includes a site description, laboratory testing information, findings, conclusions, and recommendations, sample/site location maps, tables summarizing the building materials assessed, and the estimated quantities of identified materials.

3 SITE DESCRIPTION

The project site area consists of two areas (eastern and western) of liquid natural gas conveyance piping located under the Mare Island Causeway Bridge roadway that are scheduled for maintenance/renovation activities. The two project site areas generally encompass valves (T-vales, wheel valves, etc.) and runs of approximately 24-inch outside diameter piping. Finishes that were sampled included paint on the steel valves and insulative/"wax tape" material on the areas of piping to be renovated.

4 PHYSICAL LIMITATIONS

No physical limitations were encountered within the project site area (eastern and western below-roadway areas of the bridge). The outside of observed valves within the project side areas were sampled (paint and insulative wrap materials). ***However, the valves were not opened up and observed/sampled.***

Underground utilities, such as suspect cementitious water lines or suspect insulated/coated gas or electrical lines were not assessed during these survey activities. If additional suspect materials and/or surfaces are encountered during site building demolition/renovation activities that have not been assessed, they should be assumed to be asbestos and/or lead-containing and handled accordingly, or should be sampled and analyzed to assess whether they are asbestos and/or lead-containing. As-built diagrams of the site buildings were not provided for review.

5 SAMPLE COLLECTION AND ANALYSES

On February 27, 2020 the project site areas were assessed for the presence of ACMs, LCMs and PCBCMs. The ACM, LCM and PCBCM surveys followed United States Environmental Protection

Agency (EPA) guidelines, or industry standards, within the limitations of the scope of this assessment. Survey activities are discussed below.

5.1 Asbestos Survey

A preliminary visual assessment and bulk sampling survey of suspect ACMs were performed by a CAC. Representative samples of suspect ACMs were collected after identification of homogeneous sampling areas (areas in which the materials are consistent in color, texture, construction or application date, and general appearance). Each homogeneous area was observed for material type, location, condition, and friability. Representative samples were collected from each area (except from areas that were inaccessible). Samples were collected using EPA-recommended sampling procedures.

A total of six bulk suspect asbestos samples were collected and analyzed. Building materials that were sampled and analyzed for the presence of asbestos are presented in Table 1.

After collection, the suspect ACM samples were transferred to EMSL Analytical, Inc., (EMSL) of San Leandro, California for analysis. EMSL is a laboratory accredited in the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos fiber analysis. The samples were analyzed for the presence and quantification of asbestos fibers, using polarized light microscopy with dispersion staining (PLM/ds), in general accordance with EPA Method 600/R-93/116. The lower limit of reliable detection for asbestos using the PLM method is approximately 1 percent by volume. Currently, the EPA and the State of California stipulate that materials containing more than 1% asbestos constitute an ACM and the State of California stipulates that a material containing greater than 0.1% asbestos constitutes an asbestos-containing construction material (ACCM). Building materials that were sampled and analyzed for the presence of asbestos are presented in the attached Table 1, and the locations from which bulk asbestos samples were collected are shown on Figures 3 and 4. Materials in which no asbestos was detected are defined in Table 1 as “ND” (for “None Detected”) in the “Asbestos Content” column. PLM 400 and/or 1,000 point quantitations were used (as-needed) to confirm some suspect materials’ asbestos content. Copies of the laboratory analytical reports and chain-of-custody records for suspect ACMs are presented in Appendix B. ACMs reported in the Ninyo & Moore survey are listed in Section 6.1 below.

5.2 Lead-Containing Materials Survey

After collection, the suspect LCM samples were also transferred to EMSL for analysis of total lead content by Flame Atomic Absorption Spectroscopy (Flame AAS/SW 846 3050B/7000B). EMSL is an American Industrial Hygiene Association accredited Environmental Lead Laboratory (AIHA ELLA). Currently, the EPA stipulates what concentrations of lead in non-volatile components of

surface coatings or materials indicate whether a material is considered to be lead-containing. The EPA stipulates that paint containing an amount equal to or in excess of 1 milligram per square centimeter (1.0 mg/cm^2), or more than half of one percent (0.5%) by weight (or 5,000 milligrams per kilogram [mg/kg]), constitute a lead-based paint (LBP). Coatings with any detectable amount of reported lead would be considered lead-containing paint (LCP). Sample locations are shown on Figured 3 and 4.

Paint that is chipping or peeling, or that may be readily removed from surfaces, and has a lead content equal to or more than 1,000 mg/kg, would require handling as a California Title 22 hazardous waste. The analytical results associated with paint chip samples collected from the building are summarized in Table 2 and copies of the laboratory analytical report and chain-of-custody record are presented in Appendix C.

5.3 Polychlorinated Biphenyl-Containing Materials Survey

After collection, the two suspect PCBCM samples were transferred to TestAmerica of Pleasanton, California for analysis of PCB content via USEPA Method 8082 and preparation Method 3540C. Currently, the EPA stipulates that the waste characterization level (WCL) for PCBs is 50 mg/kg.

The analytical results associated with the two suspect PCBCM samples collected are shown in Table 3 and copies of the laboratory analytical report and chain-of-custody record are presented in Appendix D.

6 FINDINGS

A limited HBMS was performed within the project site areas to evaluate if potential hazards associated with the building materials, paint or other suspect LCMs and/or PCBCMs, may exist. Based upon the analytical results associated with the bulk samples collected, and observations made, during this survey LCMs are located within the project site areas.

6.1 Asbestos-Containing Materials

Based upon the reported analytical results from EMSL, the sampled suspect materials were found to be non-detect for asbestos. As mentioned above, the valves observed within the project site areas were not opened up and observed/sampled.

6.2 Lead-Containing Materials

Four paint chip samples and one pipe wrap/"wax tape" sample were collected for analysis of potential lead content. Three of the four paint samples were reported to contain lead. Gray paint on a western area wheel valve (sample 0227-01) was reported to contain lead at a concentration of 0.010% by weight 9 or 100 mg/kg); black paint on a western area stopping T-valve (sample

0227-02) was reported to contain lead at a concentration of 0.015% by weight (or 150 mg/kg); and gray paint on an eastern area wheel valve (sample 0227-03) was reported to contain lead at a concentration of 0.019% by weight (or 190 mg.kg). The other paint sample (sample 0227-04) was reported at less than its associated reporting limit of 0.0080% by weight (or <80 mg/kg). The lone eastern area pipe wrap/"wax tape" sample was reported at less than its associated reporting limit of 0.0080% by weight (or <80 mg/kg).

Occupational Health and Safety Administration (OSHA) regulations apply whenever materials with any detectable amounts of lead are disturbed.

A copy of the CDPH Form 8552 "Lead Hazard Evaluation Report" for the LRC building is included in Appendix E.

6.3 Polychlorinated Biphenyl-Containing Materials

The two suspect PCBCM samples (samples 0227-01P and 02278-02P) were reported as non-detect for PCBs.

7 RECOMMENDATIONS

Since LCMs have been reported within the project site area, the following recommendations and precautions are provided:

- The identified LCMs reported within the project site area should be incorporated into a building-specific O&M Plan and should not be disturbed. Any LCMs found in a damaged or non-intact condition should be abated and/or stabilized. Prior to renovation or demolition work that would disturb the identified LCMs a licensed lead abatement removal contractor should stabilize and/or remove the identified LCMs in compliance with the most recent applicable federal, state, and local laws, regulations, standards, and/or codes governing abatement, transport, and disposal of LCMs. All lead waste must be properly characterized prior to disposal to determine waste classification, packaging, transportation, and disposal requirements. ***While Ninyo & Moore provided an estimate of the quantity of LCMs present within the project site area (Table 2), it is the responsibility of abatement contractors to assess the actual LCM quantities present.***
- There is a possibility that additional suspect ACMs, LCMs and/or PCBCMs may be discovered during building renovation and/or demolition activities. Therefore, Ninyo & Moore recommends that, should additional suspect materials not sampled or assessed in this report be uncovered during demolition/renovation activities, (a) samples of suspect materials should be collected for laboratory analysis and activities that may impact the

materials should cease until laboratory analytical results are reviewed or (b) the materials should be assumed to be hazardous and handled as such.

8 LIMITATIONS

Ninyo & Moore's opinions and recommendations regarding environmental conditions, as presented in this report, are based on limited sampling and chemical analysis. Further assessment of potential adverse environmental impacts may be accomplished by conducting a more comprehensive assessment. The samples collected and used for testing, and the observations made, are believed to be representative of the areas evaluated. However, if additional suspect hazardous building materials are encountered during renovation/demolition activities, these materials should be sampled by qualified personnel, and analyzed for content prior to further disturbance. ***In addition, please note that quantities of impacted hazardous building materials are approximate. It is the contractor's responsibility to assess the actual quantities of hazardous building materials present.***

The environmental services described in this report have been conducted in general accordance with current regulatory guidelines and the standard of care exercised by environmental consultants performing similar work in the project area. No warranty, expressed or implied, is made regarding the professional opinions presented in this report. Variations in site conditions may exist and conditions not observed or described in this report may be encountered during subsequent activities.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires any additional information, or has questions regarding content, interpretations presented, or completeness of this document.

The environmental interpretations and opinions contained in this report are based on the results of laboratory tests and analyses intended to detect the presence and concentration of specific chemical or physical constituents in samples collected from the subject site. The testing and analyses have been conducted by an independent laboratory that is certified by the State of California to conduct such tests. Ninyo & Moore has no involvement in, or control over, such testing and analysis. Ninyo & Moore, therefore, disclaims responsibility for any inaccuracy in such laboratory results.

Our findings, opinions, and recommendations are based on an analysis of the observed site conditions. It should be understood that the conditions of a site can change with time as a result of natural processes or the activities of man at the subject site or nearby sites. In addition, changes to the applicable laws, regulations, codes, and standards of practice may occur due to

government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

Table 1 - 'Bulk Asbestos Sampling Results							
Sample I.D.	Building	Material Location	Sample Description	Friable Y/N	Quantity	Condition	Asbestos Content
0227-01A	Bridge	West/Elbow on Piping	Black Wax Tape/Insulation	NA	NA	NA	ND
0227-02A	Bridge	West/T-Elbow on Piping	Black Wax Tape/Insulation	NA	NA	NA	ND
0227-03A	Bridge	West/Ron of Material on Piping	Black Wax Tape/Insulation	NA	NA	NA	ND
0227-04A	Bridge	East/Run Between Pipes	Black Wax Tape/Insulation	NA	NA	NA	ND
0227-05A	Bridge	East/T-Elbow on Piping	Black Wax Tape/Insulation	NA	NA	NA	ND
0227-06A	Bridge	East/Upright Valve	Black Wax Tape/Insulation	NA	NA	NA	ND

NOTES:

Analysis by Polarized Light Microscopy (PLM/EPA 600/R-93/116 Method).

NA = Not Applicable

ND = None detected

CH = Chrysotile

Estimated quantities are not intended for use in bidding calculations.

Table 2 - Lead-Containing Material Sampling Results							
Sample I.D.	Building	Sample Location	Substrate/Surface	Sample Description (Color / # of Layers / Substrate)	Estimated Surface Area (Square Fee+t [SF] or Linear Feet[LF])	Condition	Total L Weight Percent
0227-01	Bridge	West/Wheel Valve	Valve	Gray/2/Metal	30 SF	Non-Intact	0.01%
0227-02	Bridge	West/Stopping T-Valve	Valve	Black/2/Metal	30 SF	Non-Intact	0.015
0227-03	Bridge	East/Wheel Valve	Valve	Gray/2/Metal	30 SF	Non-Intact	0.019
0227-04	Bridge	East/Hangar "Bar Cover"	Pad	Gray/2/Metal	10 SF	Non-Intact	<0.0080
0227-05	Bridge	East/Piping	Pipe	Black/2/Metal	500 SF	Intact	<0.0080

NOTES:

Total lead analyzed in paint chipos by Flame Atomic Absorption Spectroscopy/Flame AAS (EPA Test Method EPA SW-846 3050B/7000B).

mg/kg = Milligrams per kilogram

SF = Square feet

* indicates lead-containing paint that is less than 5,000 mg/kg (or <0.5% by weight)

Lead
Parts per Million (or mg/kg)
100*
150*
190*
<80
<80

Table 3 - Bulk Polychlorinated Biphenyl Sampling Results

Sample I.D.	Building	Date Sampled	Material Location	Sample Description	Quantity	Condition	PCB Content* (milligrams/kilogram)
0227-01P	Bridge	2/27/2020	West Area of Bridge under Roadway	Black "Wax Tape" on Piping	NA	NA	ND
0227-02P	Bridge	2/27/2020	West Area of Bridge under Roadway	Black "Wax Tape" on Piping	NA	NA	ND

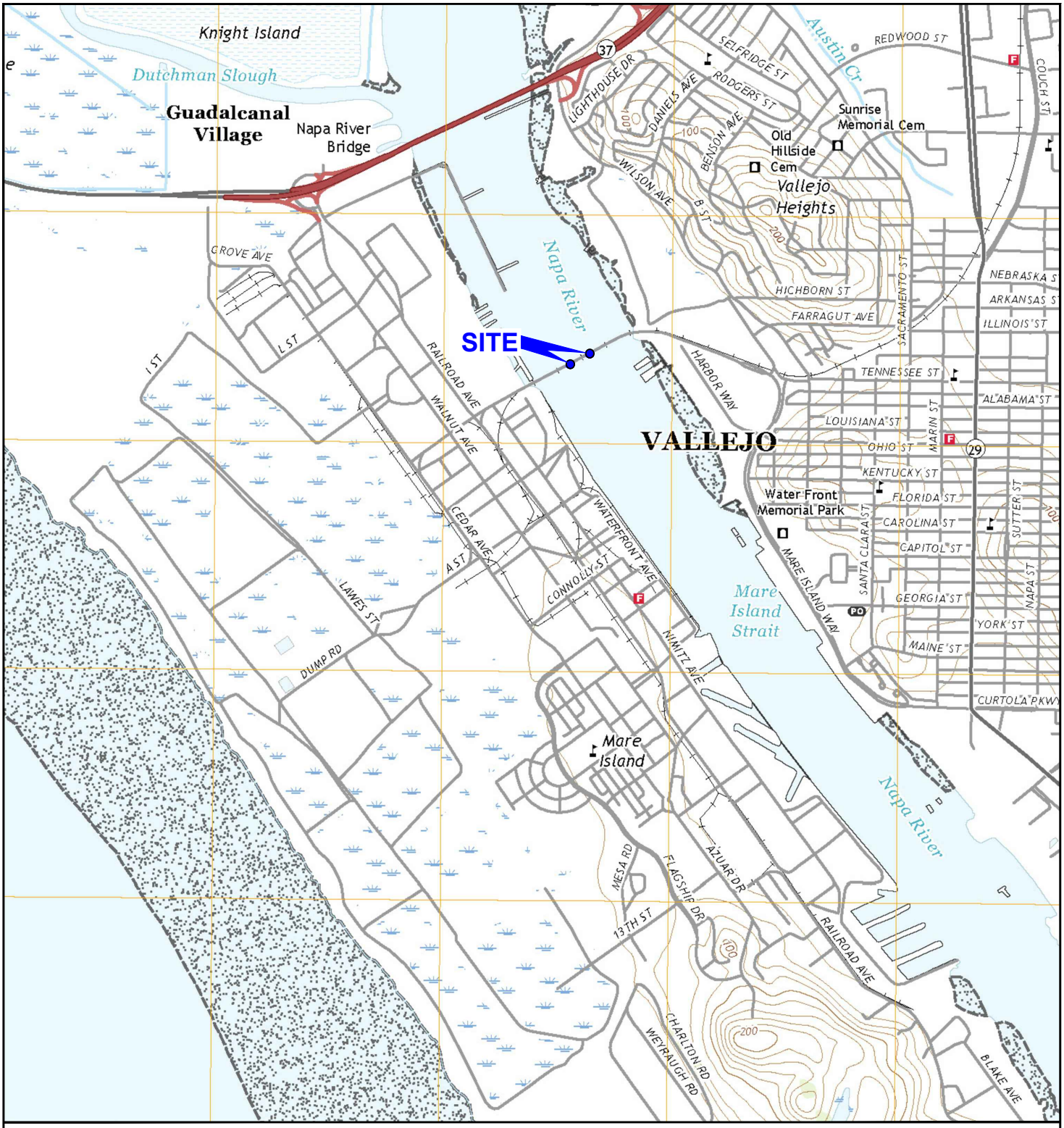
NOTES:

Analysis for PCB content via USEPA Method 8082A with preparation Method 3540C

PCB = Polychlorinated Biphenyl

*Lab analytes include Aroclor 1016, Aroclor 1221, Aroclor 1232, Aroclor 1242, Aroclor 1248, Aroclor 1254, Aroclor 1260, Aroclor 1262, and Aroclor 1268

FIGURES



403722001.dwg 03/10/2020 AEK

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE I REFERENCE: USGS, 2018

N

SCALE (FEET)
0 2,000 4,000

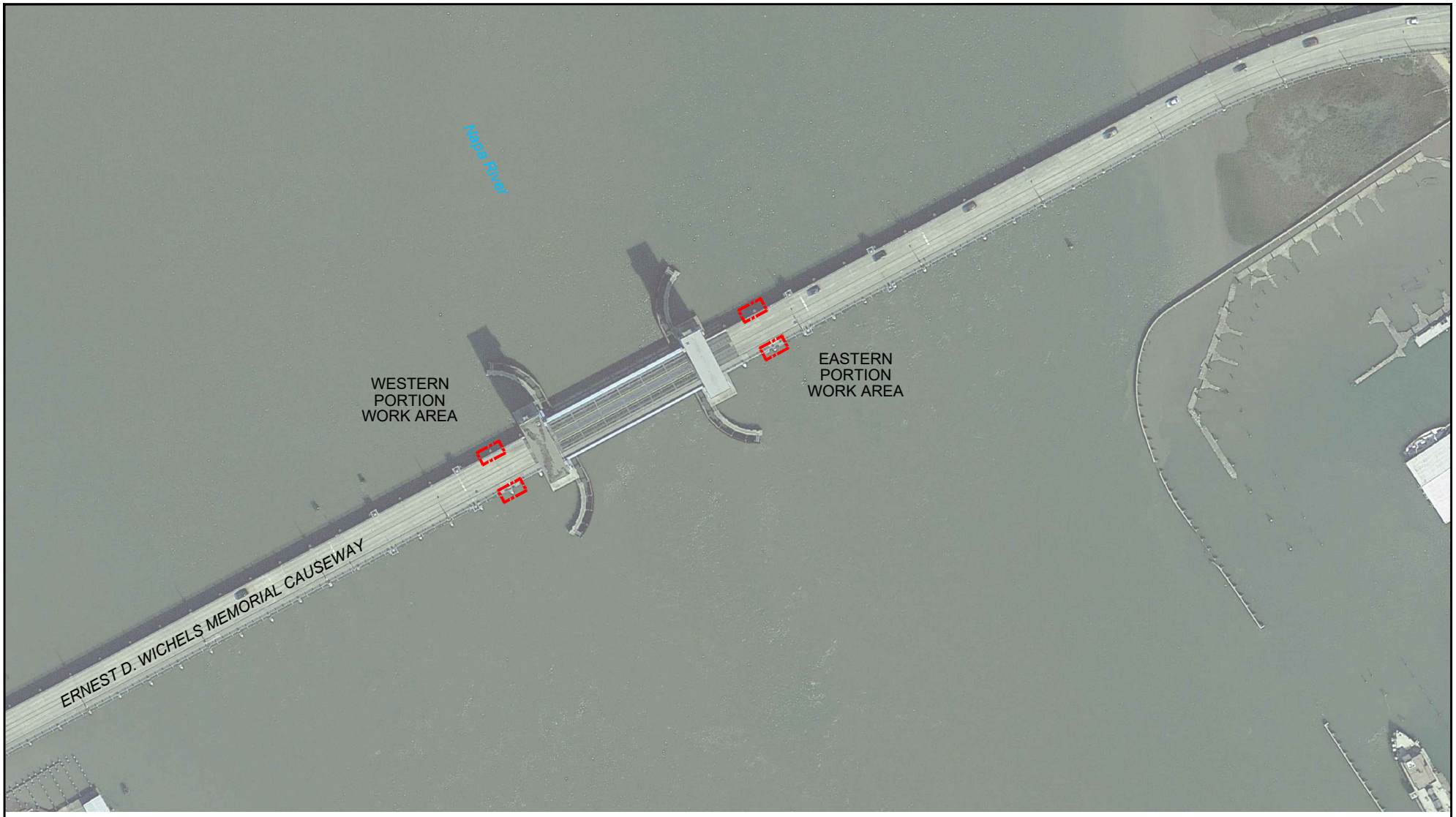
FIGURE 1

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

SITE LOCATION

HAZARDOUS BUILDING MATERIALS SURVEY
MARE ISLAND CAUSEWAY BRIDGE
VALLEJO, CALIFORNIA

403722001 I 03/20



403722001.dwg 03/10/2020 AEK

LEGEND

WORK AREAS

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE I REFERENCE: GOOGLE EARTH, 2020

N

SCALE (FEET)

0 150 300

FIGURE 2

SITE VICINITY

HAZARDOUS BUILDING MATERIALS SURVEY
MARE ISLAND CAUSEWAY BRIDGE
VALLEJO, CALIFORNIA

403722001 I 03/20

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

NOTE: NOT TO SCALE

LEGEND

0227-01 ● SUSPECT ASBESTOS SAMPLE 0227-01P ■ SUSPECT LEAD SAMPLE

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE I REFERENCE: ISLAND ENERGY, 2019

403722001.dwg 03/10/2020 AEK

FIGURE 3

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

SAMPLE LOCATIONS - WESTERN BRIDGE PORTION

HAZARDOUS BUILDING MATERIALS SURVEY
MARE ISLAND CAUSEWAY BRIDGE
VALLEJO, CALIFORNIA

403722001 I 03/20

NOTE: ALL SAMPLES TAKEN BELOW ROADWAY

LEGEND

0227-03 ● SUSPECT ASBESTOS SAMPLE 0227-02P ■ SUSPECT LEAD SAMPLE

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE I REFERENCE: GOOGLE EARTH, 2020

N

SCALE (FEET)

0 40 80

403722001.dwg 03/10/2020 AEK

FIGURE 4

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

SAMPLE LOCATIONS - EASTERN BRIDGE PORTION

HAZARDOUS BUILDING MATERIALS SURVEY
MARE ISLAND CAUSEWAY BRIDGE
VALLEJO, CALIFORNIA

403722001 I 03/20

APPENDIX A

Certifications

STATE OF CALIFORNIA — Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Asbestos Certification & Training Unit
2424 Arden Way, Suite 495
Sacramento, CA 95825-2417
(916) 574-2993 Office http://www.dir.ca.gov/dosh/asbestos.html acru@dir.ca.gov

911222688C 193

October 03, 2019

William P Larkin
4 Miramonte Road
Orinda CA 94563

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

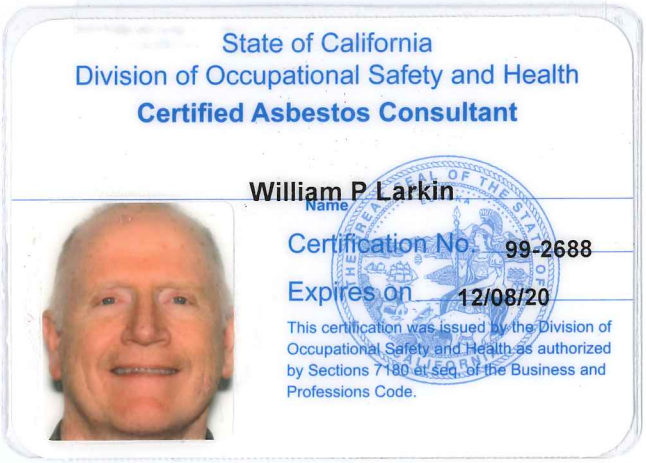
Please notify our office via U.S. Postal Service or other carrier of any changes in your mailing or work address within 15 days of the change.

Sincerely,

Jeff Ferrell
Senior Safety Engineer

Attachment: Certification Card

cc: File



Renewal – Card Attached 08/2019

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Inspector/Assessor	LRC-00001285	7/3/2020
	Lead Project Monitor	LRC-00001284	7/3/2020

William Larkin

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.

888

APPENDIX B

Asbestos Laboratory Analytical Report and Chain-of-Custody Records

EMSL Analytical, Inc.
464 McCormick Street San Leandro, CA 94577
Tel/Fax: (510) 895-3675 / (510) 895-3680
http://www.EMSL.com / sanleandrolab@emsl.com

EMSL Order:	092004481
Customer ID:	NOMO22
Customer PO:	403722001
Project ID:	

Attention:	William Larkin	**Phone:**	(510) 343-3000
	Ninyo & Moore	**Fax:**	(510) 633-5646
	2020 Challenger Drive	**Received Date:**	03/02/2020 11:45 AM
	Suite 103	**Analysis Date:**	03/03/2020
	Alameda, CA 94501	**Collected Date:**	02/27/2020
Project:	403722001 - ISLAND ENERGY/ VALLEJO		

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
0227-01A-Wax Tape *092004481-0001*	WEST/ ELBOW ON PIPING - BLACK WAX TAPE/ INSULATION	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
0227-01A-Insulation *092004481-0001A*	WEST/ ELBOW ON PIPING - BLACK WAX TAPE/ INSULATION	Tan/White Fibrous Homogeneous	50% Synthetic	35% Matrix 15% Non-fibrous (Other)	None Detected
Result includes a small amount of inseparable attached material					
0227-02A-Wax Tape *092004481-0002*	WEST/ T-ELBOW ON PIPING - BLACK WAX TAPE/ INSULATION	Black Non-Fibrous Homogeneous		85% Matrix 15% Non-fibrous (Other)	None Detected
0227-02A-Insulation *092004481-0002A*	WEST/ T-ELBOW ON PIPING - BLACK WAX TAPE/ INSULATION	Tan Fibrous Homogeneous	35% Synthetic	40% Matrix 25% Non-fibrous (Other)	None Detected
0227-02A-Mastic *092004481-0002B*	WEST/ T-ELBOW ON PIPING - BLACK WAX TAPE/ INSULATION	Tan Non-Fibrous Homogeneous	10% Synthetic	80% Matrix 10% Non-fibrous (Other)	None Detected
Result includes a small amount of inseparable attached material					
0227-03A-Wax Tape *092004481-0003*	WEST/ RUN OF MATERIAL ON PIPE - BLACK WAX TAPE/ INSULATION				Layer Not Present
0227-03A-Insulation *092004481-0003A*	WEST/ RUN OF MATERIAL ON PIPE - BLACK WAX TAPE/ INSULATION	Tan/White Fibrous Homogeneous	30% Synthetic	45% Matrix 25% Non-fibrous (Other)	None Detected
Result includes a small amount of inseparable attached material					
0227-03A-Mastic *092004481-0003B*	WEST/ RUN OF MATERIAL ON PIPE - BLACK WAX TAPE/ INSULATION	Tan Non-Fibrous Homogeneous	10% Synthetic	80% Matrix 10% Non-fibrous (Other)	None Detected
Result includes a small amount of inseparable attached material					
0227-04A-Wax Tape *092004481-0004*	EAST/ RUN BETWEEN PIPES - BLACK WAX TAPE/ INSULATION	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
0227-04A-Insulation *092004481-0004A*	EAST/ RUN BETWEEN PIPES - BLACK WAX TAPE/ INSULATION	Tan Fibrous Homogeneous	35% Synthetic	45% Matrix 20% Non-fibrous (Other)	None Detected
0227-04A-Mastic *092004481-0004B*	EAST/ RUN BETWEEN PIPES - BLACK WAX TAPE/ INSULATION	Brown/Black Non-Fibrous Homogeneous		65% Matrix 35% Non-fibrous (Other)	None Detected

Initial report from: 03/03/2020 09:50:05

EMSL Analytical, Inc.
464 McCormick Street San Leandro, CA 94577
Tel/Fax: (510) 895-3675 / (510) 895-3680
http://www.EMSL.com / sanleandrolab@emsl.com

EMSL Order: 092004481
Customer ID: NOMO22
Customer PO: 403722001
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos % Type
0227-05A-Wax Tape *092004481-0005*	EAST/ T- ELBOW ON PIPING - BLACK WAX TAPE/ INSULATION				Layer Not Present
0227-05A-Insulation *092004481-0005A*	EAST/ T- ELBOW ON PIPING - BLACK WAX TAPE/ INSULATION	Tan Non-Fibrous Homogeneous	40% Synthetic	50% Matrix 10% Non-fibrous (Other)	None Detected
0227-05A-Mastic *092004481-0005B* *Result includes a small amount of inseparable attached material*	EAST/ T- ELBOW ON PIPING - BLACK WAX TAPE/ INSULATION	Brown/Black Non-Fibrous Homogeneous	8% Synthetic	80% Matrix 12% Non-fibrous (Other)	None Detected
0227-06A-Wax Tape *092004481-0006*	EAST/ UPRIGHT VALVE - BLACK WAX TAPE/ INSULATION	Black Non-Fibrous Homogeneous		90% Matrix 10% Non-fibrous (Other)	None Detected
0227-06A-Insulation *092004481-0006A* *Result includes a small amount of inseparable attached material*	EAST/ UPRIGHT VALVE - BLACK WAX TAPE/ INSULATION	Tan Fibrous Homogeneous	35% Synthetic	45% Matrix 20% Non-fibrous (Other)	None Detected
0227-06A-Mastic *092004481-0006B* *Result includes a small amount of inseparable attached material*	EAST/ UPRIGHT VALVE - BLACK WAX TAPE/ INSULATION	Brown/Black Non-Fibrous Homogeneous	10% Synthetic	80% Matrix 10% Non-fibrous (Other)	None Detected

Analyst(s)
Jon Abdon (15)

Michael DeCavallas, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA NVLAP Lab Code 101048-3, WA C884

Initial report from: 03/03/2020 09:50:05

OrderID: 092004481

24-hr TAT

ASBESTOS BULK SAMPLE DATA SHEET

#092004481

1 of 1

Ninyo & Moore 1956 Webster Street, #400 Oakland, CA 94612 Tel: (510) 633-5640 Fax: (510) 633-5646	Project Name: Island Energy/Vallejo Project No.: 403722001 Project Manager: WPL APN: Site Address:	Sampled By: WPL Sampled By: Sampled By: Date Sampled: 2/27/2020	Laboratory: EMSL Tel: Fax: 895-3675

CHAIN OF CUSTODY INFORMATION:

Relinquished By: (sign/print)	Company	Date	Time (24 hr)	Received By: (sign/print)	Laboratory
Bill Lucken / Bill Lucken	Ninyo&Moore	2/27/2020	1500	/	
/				/	

LabID	Sample ID	Building Number	Sample Location	Sample Description	Quantity (SF/LF/EA)	Friable (Y/N)	Condition
	0227-01A	Bridge	West/Elbow on Piping	Black Wax Tape/Insulation	300 ☒	N	Good
	0227-02A		West/T-Elbow on Piping	" " " "			
	0227-03A		West/Run of Material on Pipe	" " " "			
	0227-04A		East/Run Between Pipes	Black Wax Tape/Insulation	300 ☒		
	0227-05A		East/T-Elbow on Piping	" " " "			
	0227-06A		East/Upright Valve	" " " "			

Asbestos Consultant

Received by: [illegible] courier 3/2/2020 11:45 AM

892

APPENDIX C

Lead-Containing Material Laboratory Analytical Report and Chain-of-Custody Records

EMSL Analytical, Inc
464 McCormick Street, San Leandro, CA 94577
Phone/Fax: (510) 895-3675 / (510) 895-3680
http://www.EMSL.com sanleandrolab@emsl.com

EMSL Order:	092004469
CustomerID:	NOMO22
CustomerPO:	403722001
ProjectID:	

Attn: **William Larkin**
Ninyo & Moore
2020 Challenger Drive
Suite 103
Alameda, CA 94501

Phone:	(510) 343-3000
Fax:	(510) 633-5646
Received:	03/02/20 11:45 AM
Collected:	2/27/2020

Project: **ISLAND ENERGY / VALLEJO - 403722001**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client Sample Description	*Lab ID*	*Collected*	*Analyzed*	*Weight*	*Lead Concentration*
0227-01	*092004469-0001*	2/27/2020	3/2/2020	0.2519 g	0.010 % wt
	Site: WEST / WHEEL VALVE				
0227-02	*092004469-0002*	2/27/2020	3/2/2020	0.1394 g	0.015 % wt
	Site: WEST / STOPPING T-VALVE				
0227-03	*092004469-0003*	2/27/2020	3/2/2020	0.2571 g	0.019 % wt
	Site: EAST / WHEEL VALVE				
0227-04	*092004469-0004*	2/27/2020	3/2/2020	0.2518 g	<0.0080 % wt
	Site: EAST / HANGAR " BAR COVER "				
0227-05	*092004469-0005*	2/27/2020	3/2/2020	0.2552 g	<0.0080 % wt
	Site: EAST / PIPING WAXY-RUBBERY MATERIAL				

Julian Neagu, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. When the information supplied by the customer can affect the validity of the results, it will be noted on the reoprt. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA A2LA Accredited Environmental Testing Cert #2845.09

Initial report from 03/02/2020 17:22:32

24-hr TAT

092004469

Sheet 1 of 1

LEAD BASED PAINT BULK SAMPLE DATA SHEET

Ninyo & Moore 1956 Webster Street, Suite 400 Oakland, CA 94612 510-633-5640 510-633-5646 (fax)	Project Name: Island Energy / Vallejo Project No.: 403722001 Project Manager: WPL APN: Site Address:	Sampled By: WPL Sampled By: Sampled By: Date Sampled: 2/27/2020	Laboratory: EMSL Tel: Fax: 895-3675

CHAIN OF CUSTODY INFORMATION:

Relinquished By: (sign/print)	Company	Date	Time (24 hr.)	Received By: (sign/print)	Laboratory
Bill Lantin Bill Lantin	Ninyo&Moore	2/27/2020	1500		

LabID	Sample ID	Building Number	Sample Location	Building Component	Sample Description (Color /# Layers /Substrate)	Estimated Surface Area	Condition
	0227-01	Bridge	West/Wheel Valve	Valve	Gray/2/metal	30 □	Non-Intact
	0227-02		West/Stopping T-Valve	Valve	Black/2/Metal	30 □	Non-Intact
	0227-03		East/Wheel Valve	Valve	Gray/2/metal	30 □	Non-Intact
	0227-04		East/Hangar "Bar Cover"	PAD	Gray/2/metal	10 □	Non-Intact
	0227-05	V	East/Piping - Waxy-Rubbery material	PIPE	Black/2/metal	500 □	Intact

Received by: Courier 2/12/2020 11:45am 3/2/20

Page 1 Of 895

OrderID: 092004469

APPENDIX D

Polychlorinated Biphenyl Laboratory Analytical Report and Chain-of-Custody Records

eurofins | Environment Testing TestAmerica

ANALYTICAL REPORT

Eurofins TestAmerica, Pleasanton
1220 Quarry Lane
Pleasanton, CA 94566
Tel: (925)484-1919

Laboratory Job ID: 720-97577-1
Client Project/Site: 403722001

For:
Ninyo & Moore
2020 Challenger Drive
Suite 103
Alameda, California 94501

Attn: Bill Larkin

Authorized for release by:
3/5/2020 12:20:36 PM

Justinn Gonzales, Project Manager I
(925)484-1919
justinn.gonzales@testamericainc.com

LINKS

Review your project results through TotalAccess

Have a Question? Ask The Expert

Visit us at: www.testamericainc.com

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.

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Definitions/Glossary

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
¤	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
PQL	Practical Quantitation Limit
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)

Case Narrative

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Job ID: 720-97577-1

Laboratory: Eurofins TestAmerica, Pleasanton

Narrative

Job Narrative
720-97577-1

Comments
No additional comments.

Receipt
The samples were received on 2/28/2020 2:15 PM; the samples arrived in good condition, properly preserved and, where required, on ice. The temperature of the cooler at receipt was 1.4° C.

GC Semi VOA
Method 8082: The following samples required a tetrabutylammonium sulfite (TBA) clean-up to reduce matrix interferences caused by sulfur: 0227-01P (720-97577-1), 0227-02P (720-97577-2), (LCS 720-279859/2-A), (LCSD 720-279859/3-A) and (MB 720-279859/1-A).

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

Organic Prep
Method 8082_3550B: A deviation from the Standard Operating Procedure (SOP) occurred. Details are as follows: Insufficient sample volume was provided to meet the minimum method weight requirement of 30 grams. Elevated reporting limits are provided.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

Detection Summary

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Client Sample ID: 0227-01P — Lab Sample ID: 720-97577-1

No Detections.

Client Sample ID: 0227-02P — Lab Sample ID: 720-97577-2

No Detections.

This Detection Summary does not include radiochemical test results.

Client Sample Results

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Client Sample ID: 0227-01P
Date Collected: 02/27/20 08:10
Date Received: 02/28/20 14:15

Lab Sample ID: 720-97577-1
Matrix: Solid

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		2300		ug/Kg		03/02/20 09:33	03/03/20 13:30	1
PCB-1221	ND		2300		ug/Kg		03/02/20 09:33	03/03/20 13:30	1
PCB-1232	ND		2300		ug/Kg		03/02/20 09:33	03/03/20 13:30	1
PCB-1242	ND		2300		ug/Kg		03/02/20 09:33	03/03/20 13:30	1
PCB-1248	ND		2300		ug/Kg		03/02/20 09:33	03/03/20 13:30	1
PCB-1254	ND		2300		ug/Kg		03/02/20 09:33	03/03/20 13:30	1
PCB-1260	ND		2300		ug/Kg		03/02/20 09:33	03/03/20 13:30	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Tetrachloro-m-xylene	*81*		*32 - 112*	*03/02/20 09:33*	*03/03/20 13:30*	*1*
DCB Decachlorobiphenyl	*85*		*2 - 122*	*03/02/20 09:33*	*03/03/20 13:30*	*1*

Client Sample Results

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Client Sample ID: 0227-02P

Date Collected: 02/27/20 08:25
Date Received: 02/28/20 14:15

Lab Sample ID: 720-97577-2

Matrix: Solid

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		3900		ug/Kg		03/02/20 09:33	03/03/20 13:47	1
PCB-1221	ND		3900		ug/Kg		03/02/20 09:33	03/03/20 13:47	1
PCB-1232	ND		3900		ug/Kg		03/02/20 09:33	03/03/20 13:47	1
PCB-1242	ND		3900		ug/Kg		03/02/20 09:33	03/03/20 13:47	1
PCB-1248	ND		3900		ug/Kg		03/02/20 09:33	03/03/20 13:47	1
PCB-1254	ND		3900		ug/Kg		03/02/20 09:33	03/03/20 13:47	1
PCB-1260	ND		3900		ug/Kg		03/02/20 09:33	03/03/20 13:47	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Tetrachloro-m-xylene	*83*		*32 - 112*	*03/02/20 09:33*	*03/03/20 13:47*	*1*
DCB Decachlorobiphenyl	*85*		*2 - 122*	*03/02/20 09:33*	*03/03/20 13:47*	*1*

Surrogate Summary

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Matrix: Solid

Prep Type: Total/NA

		Percent Surrogate Recovery (Acceptance Limits)									
Lab Sample ID	Client Sample ID	TCX1 (32-112)	DCBP1 (2-122)								
720-97577-1	0227-01P	81	85								
720-97577-2	0227-02P	83	85								
LCS 720-279859/2-A	Lab Control Sample	72	83								
LCSD 720-279859/3-A	Lab Control Sample Dup	75	84								
MB 720-279859/1-A	Method Blank	84	88								

Surrogate Legend

TCX = Tetrachloro-m-xylene
DCBP = DCB Decachlorobiphenyl

QC Sample Results

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Lab Sample ID: MB 720-279859/1-A
Matrix: Solid
Analysis Batch: 279898

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 279859

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		50		ug/Kg		03/02/20 09:33	03/03/20 12:39	1
PCB-1221	ND		50		ug/Kg		03/02/20 09:33	03/03/20 12:39	1
PCB-1232	ND		50		ug/Kg		03/02/20 09:33	03/03/20 12:39	1
PCB-1242	ND		50		ug/Kg		03/02/20 09:33	03/03/20 12:39	1
PCB-1248	ND		50		ug/Kg		03/02/20 09:33	03/03/20 12:39	1
PCB-1254	ND		50		ug/Kg		03/02/20 09:33	03/03/20 12:39	1
PCB-1260	ND		50		ug/Kg		03/02/20 09:33	03/03/20 12:39	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Tetrachloro-m-xylene	*84*		*32 - 112*	*03/02/20 09:33*	*03/03/20 12:39*	*1*
DCB Decachlorobiphenyl	*88*		*2 - 122*	*03/02/20 09:33*	*03/03/20 12:39*	*1*

Lab Sample ID: LCS 720-279859/2-A
Matrix: Solid
Analysis Batch: 279898

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 279859

Analyte			Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits		
PCB-1016			133	114		ug/Kg		85	55 - 112		
PCB-1260			133	122		ug/Kg		92	65 - 120		

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
Tetrachloro-m-xylene	*72*		*32 - 112*
DCB Decachlorobiphenyl	*83*		*2 - 122*

Lab Sample ID: LCSD 720-279859/3-A
Matrix: Solid
Analysis Batch: 279898

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 279859

Analyte			Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
PCB-1016			133	114		ug/Kg		85	55 - 112	0	20
PCB-1260			133	123		ug/Kg		92	65 - 120	0	20

Surrogate	*LCSD %Recovery*	*LCSD Qualifier*	*Limits*
Tetrachloro-m-xylene	*75*		*32 - 112*
DCB Decachlorobiphenyl	*84*		*2 - 122*

QC Association Summary

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

GC Semi VOA

Prep Batch: 279859

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-97577-1	0227-01P	Total/NA	Solid	3550B	
720-97577-2	0227-02P	Total/NA	Solid	3550B	
MB 720-279859/1-A	Method Blank	Total/NA	Solid	3550B	
LCS 720-279859/2-A	Lab Control Sample	Total/NA	Solid	3550B	
LCSD 720-279859/3-A	Lab Control Sample Dup	Total/NA	Solid	3550B	

Analysis Batch: 279898

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-97577-1	0227-01P	Total/NA	Solid	8082	279859
720-97577-2	0227-02P	Total/NA	Solid	8082	279859
MB 720-279859/1-A	Method Blank	Total/NA	Solid	8082	279859
LCS 720-279859/2-A	Lab Control Sample	Total/NA	Solid	8082	279859
LCSD 720-279859/3-A	Lab Control Sample Dup	Total/NA	Solid	8082	279859

Lab Chronicle

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Client Sample ID: 0227-01P

Date Collected: 02/27/20 08:10
Date Received: 02/28/20 14:15

Lab Sample ID: 720-97577-1

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3550B			0.64 g	10 mL	279859	03/02/20 09:33	BMA	TAL PLS
Total/NA	Analysis	8082		1			279898	03/03/20 13:30	DCH	TAL PLS

Client Sample ID: 0227-02P

Date Collected: 02/27/20 08:25
Date Received: 02/28/20 14:15

Lab Sample ID: 720-97577-2

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3550B			0.38 g	10 mL	279859	03/02/20 09:33	BMA	TAL PLS
Total/NA	Analysis	8082		1			279898	03/03/20 13:47	DCH	TAL PLS

Laboratory References:

TAL PLS = Eurofins TestAmerica, Pleasanton, 1220 Quarry Lane, Pleasanton, CA 94566, TEL (925)484-1919

Accreditation/Certification Summary

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Laboratory: Eurofins TestAmerica, Pleasanton

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
California	State	2496	01-31-22

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte

Method Summary

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Method	Method Description	Protocol	Laboratory
8082	Polychlorinated Biphenyls (PCBs) by Gas Chromatography	SW846	TAL PLS
3550B	Ultrasonic Extraction	SW846	TAL PLS

Protocol References:

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

TAL PLS = Eurofins TestAmerica, Pleasanton, 1220 Quarry Lane, Pleasanton, CA 94566, TEL (925)484-1919

Sample Summary

Client: Ninyo & Moore
Project/Site: 403722001

Job ID: 720-97577-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Asset ID
720-97577-1	0227-01P	Solid	02/27/20 08:10	02/28/20 14:15	
720-97577-2	0227-02P	Solid	02/27/20 08:25	02/28/20 14:15	

TestAmerica
THE LEADER IN ENVIRONMENTAL TESTING

194905

720-97577

TESTAMERICA Pleasanton Chain of Custody

1220 Quarry Lane • Pleasanton CA 94566-4756
Phone: (925) 484-1919 • Fax: (925) 600-3002

Reference #: _____

Date 2/27/2020 Page 1 of 1

Report To

Attn: BILL LARKIN
Company: NINYO & MOORE
Address: 2020 Challenger, #103
Email: wlarkin@ninyoandmoore.com
Bill To: Bill Larkin
Sampled By: WPL
Attn: Same
Phone: 510/385-5054

Analysis Request

Sample ID	Date	Time	Matrix	Preserv	Volatile Organics GC/MS (VOCs) ☐ EPA 8260B	HVOCs by ☐ EPA 8260B	EPA 8260B: ☐ Gas ☐ BTEX ☐ 5 Oxygenates ☐ DCA, EDB ☐ Ethanol	TEPH EPA 8015B ☐ Silica Gel ☐ Diesel ☐ Motor Oil ☐ Other ___	SemiVolatile Organics GC/MS ☐ EPA 8270C	PNA/PAH's by ☐ 8270C ☐ 8270C SIM	Oil and Grease (EPA 1664/9071) ☐ Petroleum ☐ Total	Pesticides ☐ EPA 8081 PCBs ☐ EPA 8082	CAM17 Metals (EPA 6010/7470/7471)	Metals: ☐ 6010B ☐ 200.7 ☐ Lead ☐ LUFT ☐ RCRA ☐ Other: ___	Metals: ☐ 6020 ☐ 200.8 (ICP-MS): ___	☐ W.E.T (STLC) ☐ W.E.T (DI) ☐ TCLP	Hex. Chrom by ☐ EPA 7196 ☐ or EPA 7199	pH ☐ 9040 ☐ SM4500	☐ Spec. Cond. ☐ Alkalinity ☐ TSS ☐ SS ☐ TDS	Anions: ☐ Cl ☐ SO_4 ☐ NO_3 ☐ F ☐ Br ☐ NO_2 ☐ PO_4	☐ Perchlorate by EPA 314.0	COD ☐ EPA 410.4 ☐ SM5220D ☐ Turbidity	PCBs/EPA 8082
0227-01P	2/27	0810	Bulk																				X
0227-02P	2/27	0825	Bulk																				X

720-97577 Chain of Custody

Page 15 of 16

Project Info.

Project Name/ #: 408722001.
PO#:
Credit Card Y/N: If yes, please call with payment information ASAP

Sample Receipt

of Containers:
Head Space:
Temp: 1.4°C

TAT: 10 Day | (5 Day) | 4 Day | 3 Day | 2 Day | 1 Day | Other:

Report: ☐ Routine ☐ Level 3 ☐ Level 4 ☐ EDD ☐ EDF
Special Instructions / Comments: ☐ Global ID _____

See Terms and Conditions on reverse

1) Relinquished by: Bill Larkin 1500	2) Relinquished by: 1415	3) Relinquished by:
Signature Time	Signature Time	Signature Time
Bill Larkin 2/27/2020	Anthony Charles 2-28-20	Printed Name Date
Printed Name Date	ETA-PLS	Company
Ninyo & Moore	Company	
Company		
1) Received by: 1245	2) Received by: 1415	3) Received by:
Signature Time	Signature Time	Signature Time
Anthony Charles 2-28-20	2/28/20	Printed Name Date
Printed Name Date	ETA PLS	Company
ETA-PLS	Company	
Company		

Rev.10/20

3/5/2020

Login Sample Receipt Checklist

Client: Ninyo & Moore

Job Number: 720-97577-1

Login Number: 97577
List Number: 1
Creator: Garcia, Hilario A

List Source: Eurofins TestAmerica, Pleasanton

Question	Answer	Comment
Radioactivity wasn't checked or is </= background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	N/A	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	

APPENDIX E

CDPH Form 8552 – Lead Hazard Evaluation Report

State of California—Health and Human Services Agency

California Department of Public Health

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation 2/27/2020

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

☐ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☒ Other (specify) Chip Sampling

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]	City	County	Zip Code
Mare Island Causeway Bridge	Vallejo	Solano	94592

Construction date (year) of structure	Type of structure		Children living in structure?
1940s	☐ Multi-unit building ☐ Single family dwelling	☐ School or daycare ☒ Other Bridge	☐ Yes ☒ No ☐ Don't Know

Section 4 — Owner of Structure (if business/agency, list contact person)

Name	Telephone number
City of Vallejo - Douglas Buchanan	925/252-4185

Address [number, street, apartment (if applicable)]	City	State	Zip Code
555 Santa Clara St.	Vallejo	CA	94592

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☒ No lead-based paint detected ☐ Intact lead-based paint detected ☐ Deteriorated lead-based paint detected

☐ No lead hazards detected ☐ Lead-contaminated dust found ☐ Lead-contaminated soil found ☐ Other

Section 6 — Individual Conducting Lead Hazard Evaluation

Name	Telephone number
William P. Larkin	510/343-3000

Address [number, street, apartment (if applicable)]	City	State	Zip Code
2020 Challenger Drive, #103	Alameda	CA	94501

CDPH certification number	Signature	Date
1284/1285	William P. Larkin	3/6/2020

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

N/A

Section 7 — Attachments

A. A foundation diagram or sketch of the structure indicating the specifc locations of each lead hazard or presence of lead-based paint;
B. Each testing method, device, and sampling procedure used;
C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656

CDPH 8552 (6/07)

California Dept of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

2020 Challenger Drive, Suite 103 | Alameda, California 94501 | p. 510.343.3000

SAN DIEGO | IRVINE | LOS ANGELES | FONTANA | OAKLAND | SAN FRANCISCO | SACRAMENTO

SAN JOSE | PHOENIX | TUCSON | PRESCOTT | LAS VEGAS | DENVER | BROOMFIELD | HOUSTON

www.ninyoandmoore.com

DOT Operator ID #: 31097

OPERATIONS AND MAINTENANCE MANUAL

Effective Date: May 1, 2007

Revised 4.2 April 16, 2021

Revision Log:

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Revised: ("Install Customer Meter & Regulators: Residential Commercial" Section Added)	03/04/2016
Revision 2.2.4:	01/17/2017
Revision 2.2.5: (Post DOT Inspection)	01/27/2017
Revision 2.2.6: (Post PHMSA notification letter)	06/12/2017
Revision 2.2.7: (Post PHMSA official letters)	09/08/2017
Revision 2.2.8:	02/22/2018
Revision 2.2.9 (Post PHMSA official letter)	07/31/2019
Revision 3.0	11/05/2019
Revision 4.0	11/13/2019
Revision 4.1 (Updated Emergency Plan and Facility Abandonment/Removal Record per letter to DOT dated 23 September 2019. Updated Form 615-2 Emergency Telephone List)	02/07/2020
Revision 4.2 (Updated Public Awareness Plan, Contacts, Emergency Plan and Appendix E, F. Form 615-2 Updates, Update USA phone #	04/16/2021

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Procedural Manual for Operations, Maintenance and Emergencies

General	Approval Date:
Revision date: 1/8/14	Supersedes: All previous date's

Introduction

SCOPE AND PURPOSE

This Operations and Maintenance, (O&M), Manual represents the general policy and intent of Island Energy for compliance with the requirements of minimum Federal Pipeline Safety Regulations, 49 CFR, Parts 191 and 192.

In addition to this O & M Manual, Island Energy will stay in compliance with all City of Pittsburg policies and procedures.

RESPONSIBILITY

The General Manager is responsible for keeping this manual at all locations where operations and maintenance activities are conducted.

SYSTEM DESCRIPTION

The majority of the Island Energy distribution system is composed of the following pipe types:

Grade B Steel Mains

Length	Diameter
0.5 miles	10 inch

Polyethylene 2406 Mains

Length	Diameter/SDR
6.88 miles	2 inch/11or less
9.15 miles	2-4 inches/11
1.6 miles	4–8 inches/11
1.2 miles	8-12 inches/11

Service Lines

Number	Diameter
347 each	<-1 inch
44 each	1 – 2 inch
8 each	2 – 4 inch
1 each	>8 inch

Where the Causeway 10 inch steel main is below water level, it is cathodically protected using 2 each 100 pound magnesium anodes. The remainder of the steel mains is cathodically protected using a Goodall Inc. Model CSAYA 18-12 rectifier, or equivalent.

There are approximately 119 isolation valves installed in the Island Energy distribution system. The type, size, and approximate number of these valves are as follows:

Valve Type	Diameter	Number
Steel Plug		
	¾"	0
	1"	2
	1 ¼"	0
	2"	7
	3"	0
	4"	1
	6"	0
	8"	0
	10"	1
Steel Ball	4"	2
PE Ball		
	½"	3
	¾"	3
	1"	12
	1 ¼"	12
	1 ½"	2
	2"	28
	3"	9
	4"	30
	6"	12

A majority of the steel plug valves are above ground level for ease of access and operation and are also protected from vehicular traffic.

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The PE ball valves are buried and boxed and accessible from ground level. All emergency isolation valves are indicated on system plats/maps.

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SCOPE AND PURPOSE

The purpose of this procedure is to ensure all requests for service, odor reports and leak calls received from customers or by the public will receive top priority by Island Energy. Process also insures appropriate follow up actions are taken based on leak assessment.

RESPONSIBILITY

All Island Energy personnel.

PERSONNEL SAFETY

Personnel safety records may be used as part of the review process in order to assess the effectiveness of work performance.

EQUIPMENT AND MATERIALS

No special equipment or materials are required.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 650OP §192.605(b)(11), 192.615(a)(3)(i) & 651OP §192.706, 192.723)

Steps

All requests for service, odor reports and leak calls received from customers or by the public will receive top priority by Island Energy. Leaks will be graded according to provisions in the Maintenance 723, Leakage Surveys section of this manual. When, in the opinion of Gas Service Personnel, an explosion or fire is imminent, the Emergency Plan will be followed. Final disposition of the leak order will be in accordance with the applicable procedures, as follows:

- **Main or Service Line** – Main or service line leaks shall be reported by radio or telephone to the Operations Headquarters. Gas Service Personnel shall remain at the leak site when the leak has been graded as "immediately hazardous" and until the leak is isolated and or repaired.
- **Meter Sets** – Meter set leaks shall be repaired at the time of the first call for service, as far as is practical. However, if the leak is graded as "non-hazardous", and/or repair cannot be completed at the time of the first call, a follow-up order will be issued to make the required repairs.
- **House Piping and Appliances** – Leaks detected in the customer's house piping or appliances will be referred to the owner/customer. All appliances that are deemed to be faulty will be turned off, **RED TAGGED** and may be separated from gas supply by disconnection or valving. Such appliances will only be reconnected when evidence of proper repair or replacement is provided to Island Energy officials by the owner/customer.

Odor complaints are treated as suspected gas leaks and shall be investigated to the extent that the source is identified and corrected.

All odor complaint notifications will be initially recorded on an Island Energy Gas Odor/Leak Report (Appendix A).

Outside odor reports will be investigated and repairs made at the time of the service call whenever gas service is not required to be shut off. Whenever a customer is not home, a Blue Door Hanger, (Appendix B), will be completed and left at the address advising the

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customer of the leak discovered and any repairs made.

Outside odor reports that require gas service to be shut off will be repaired at the time of the service call only when the leakage is considered hazardous. In this case, the gas meter riser valve will be left in the off position and locked while repairs are made. Whenever a customer is not home, the Operations Headquarters will be notified that service has been discontinued and a Blue Door Hanger, (Appendix B), will be completed and left at the address requesting the customer to call for restoration of service.

Outside odor reports that are found to be non-hazardous but require a return service call will be recorded on a Blue Door Hanger, (Appendix B), and left at the address.

Inside odor reports where the customer is not present will be investigated according to the following procedure:

1. All entrances, windows, foundation, and meter set shall be checked for the presence of gas. The meter dials shall also be examined for excessive movement.
2. If gas is detected, the meter riser valve shall be closed and access to the structure will be obtained through appropriate Fire Department personnel, as deemed necessary. Blue Door Hanger, (Appendix B), will be completed and left at the address requesting the customer to call for restoration of service.
3. If no gas is detected and service personnel are unable to gain entry to the structure, the Operations Headquarters will be contacted and will attempt to contact the customer by telephone. If telephone contact cannot be made, a Blue Door Hanger, (Appendix B), will be completed and left at the address to advise the customer that Gas Service Personnel will attempt to execute the service order two, (2), additional times.
4. If Gas Service Personnel and the Operations Headquarters are unable to contact a responsible party, Island Energy will send a certified letter, return receipt requested, to the owner/customer of record informing them of the following:
   - Date of original order
   - Number of contacts attempted
   - Inability to complete order due to lack of access to the structure
   - The order will be closed out and no further attempts will be made to gain access to the structure unless the owner/customer calls in another complaint
5. The order, with documentation of steps taken, may be closed out and filed.

Suspected Carbon Monoxide (CO) exposure calls will be treated in the same fashion as gas odor/leak calls.

All CO test results equal to or in excess of the OSHA TWA of 35 ppm will prompt immediate evacuation of all structure residents/inhabitants with the assistance of appropriate Fire Department personnel.

Island Energy gas personnel shall request such assistance from Fire Department personnel, as deemed necessary and notify the Operations Headquarters of such a request.

Island Energy will asses all CO calls using a Sensit Gold SG00 600-B Combustible Gas Indicator (CGI) , RKI GX-2009 Portable Gas Monitor, or equivalent. All CO call

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investigations will be documented and filed in the main office.

When a Fire Department official deems that the structure has been made safe for human occupancy and an Island Energy employee has either deemed all interior appliances to be safe or has removed RED TAGGED faulty interior appliances, the residents may re-inhabit the structure.

Whenever as gas odor/leak call results in the discovery of an "*Incident*" or a "*Safety-Related Condition*", Form 615-1 will be completed and routed to the General Manager. The General Manager or appointed personnel may elect to use Form 615-3 as a formal report to regulatory agencies.

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SCOPE AND PURPOSE

The purpose of this procedure is to establish Class location according to 49 CFR § 192.5.

RESPONSIBILITY

The General Manager is responsible for conducting any necessary study to determine a change in class location.

DETERMINATION

It has been determined that the Island Energy gas distribution system is in a Class 3 area.

RELATED CODE PROCEDURES

Sub Part L: Operations

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Procedural Manual for Operations, Maintenance and Emergencies

General 605-A1	Approval; Date:
Revision date: 1/23/15	Supersedes: None

O&M Manual Review/Revision

SCOPE AND PURPOSE

This procedure is to ensure that Island Energy has developed and maintains a manual of written procedures for conducting normal operations and maintenance activities as well as handling of emergencies as required by 49 CFR § 192.605(a).

This manual includes the following provisions:

1. Construction records, maps and operating history made available to appropriate personnel for safe operation and maintenance.
2. Provisions for gathering of data necessary for the reporting of accidents in a timely and effective manner.
3. Provisions for operations, maintenance and pipeline repair.
4. Provisions for increasing Maximum Allowable Operating Pressure.
5. Assessment of pipeline location areas that would require immediate operator response in case of failure/malfunction in order to protect the public.
6. Analysis of pipeline failures.
7. Minimization of potential for hazards during pipeline failure/malfunction.
7. Controlling Corrosion.
8. Pipeline startup and shut down procedures.
9. Attended monitoring during startup operations.
10. Abandonment of pipeline segments.
11. Procedures for minimization of accidental ignition of gas.
12. Establishment and maintenance of a liaison with Police, Fire and other emergency response officials.
13. Operator personnel work review in order to assess the effectiveness of operations and maintenance procedures.
14. Adequate trench safety precautions for personnel.
15. Emergency condition procedures.
16. Safety-related condition reporting requirements.
17. Periodic inspection and testing of pressure limiting equipment.

RESPONSIBILITY

The General Manager is responsible for keeping this manual at all locations where operations and maintenance activities are conducted as well as performing a review of the provisions of this manual, and making appropriate revisions as deemed necessary, at the required intervals.

INSTRUCTIONS

Operator Qualification
This is not a covered task under the Operator Qualification Plan.

Review Frequency
This manual is to be reviewed and revised, as deemed necessary, by the General Manager at an interval not exceeding 15 months, but at least once each calendar year. This review/revision effort will be recorded on Form 605-A1.

Review Steps
Any and all necessary procedural revisions will be made at the earliest opportunity.

REPORTING/NOTIFICATION

All manual revisions that effect operations, maintenance and emergency response procedures are to be communicated to all appropriate personnel at the earliest opportunity.

RELATED CODE PROCEDURES

Related procedures include all operations, maintenance and emergency response requirements.

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OQ Plan Review/Revision

SCOPE AND PURPOSE

This procedure is to ensure that Island Energy has developed and maintains an Operator Qualification Plan (OQ Plan) which prescribes requirements for persons performing certain operating and maintenance tasks listed in the OQ Plan. The OQ Plan is adopted to comply with minimum pipeline safety regulations at 49 CFR § 192, Subpart N.

This Plan includes the following parts:

1. Purpose and Scope
2. Employee Responsibilities
3. Identification of Covered Tasks
4. Evaluation method
5. Identification of persons performing covered tasks
6. Re-evaluation of a person's qualifications
7. Qualification of contractor employees to perform covered tasks
8. Operations and Maintenance Employees
9. Incorporation by reference of operator qualifications plans of companies with which IE has mutual assistance plans
10. Plan review for Assessment of Improvement as outlined in Part Ten of the OQ Plan
11. Evaluation and training methods

RESPONSIBILITY
The General Manager is responsible for performing a review of the provisions of the OQ Plan, and making appropriate revisions as deemed necessary, at the required intervals.

INSTRUCTIONS

Operator Qualification
This is not a covered task under the Operator Qualification Plan.

Review Frequency
The OQ Plan is to be reviewed and revised, as deemed necessary, by the General Manager at an interval not exceeding 15 months, but at least once each calendar year. This review/revision effort will be recorded on Form 605-Sub Part N-AR.

Review Steps
Any and all necessary procedural revisions will be made at the earliest opportunity.

REPORTING/NOTIFICATION

All Plan revisions that effect operations, maintenance and emergency response procedures are to be communicated to all appropriate personnel at the earliest opportunity.

RELATED CODE PROCEDURES

All operations, maintenance and emergency response requirements.

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SCOPE AND PURPOSE

This procedure is to ensure that Island Energy has developed and maintains a Distribution Integrity Management Plan (DIMP), a knowledge based threat evaluation and risk prioritization process. The Island Energy DIMP was created and is updated with the Simple, Handy, Risk-based Integrity Management Plan (SHRIMP) software package. The DIMP is adopted to comply with minimum requirements of 49 CFR § 192, Subpart P Distribution Integrity Management Programs.

The IE DIMP includes the following parts:

1. Threat Assessment
2. Risk Evaluation and Priori
3. Additional/Accelerated Measures to Address Risks
4. Periodic Evaluation and Improvement
5. Reporting
6. Record Keeping
7. Implementation Plan
8. Answers and Data Sources from SHRIMP Interviews

RESPONSIBILITY
The General Manager is responsible for performing a re-evaluation of the DIMP and making appropriate revisions as deemed necessary, at the required intervals.

INSTRUCTIONS

Operator Qualification

This is not a covered task under the Operator Qualification Plan.

Review Frequency

The DIMP is to be reviewed and revised, as deemed necessary, by the General Manager at an interval not exceeding 15 months, but at least once each calendar year. This review/revision effort will be recorded on Form 605 Sub Part P-AR.

Review Steps

Any and all necessary procedural revisions will be made at the earliest opportunity.

REPORTING/NOTIFICATION

All Plan revisions that effect operations, maintenance and emergency response procedures are to be communicated to all appropriate personnel at the earliest opportunity.

RELATED CODE PROCEDURES

All operations, maintenance and emergency response requirements.

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SCOPE AND PURPOSE

The purpose of this procedure is to ensure that all pipeline operations and maintenance work performed on Island Energy facilities is periodically reviewed for effectiveness and adequacy as required under 49 CFR § 192.605 (b) (8).

RESPONSIBILITY

The General Manager is responsible for periodic review of operations and maintenance work performed by personnel on the pipeline.

PERSONNEL SAFETY

Personnel safety records may be used as part of the review process in order to assess the effectiveness of work performance.

EQUIPMENT AND MATERIALS

No special equipment or materials are required.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan

Inspection Frequency

All pipeline operations and maintenance work must be reviewed for effectiveness and adequacy at an interval not exceeding 15 months, but at least once each calendar year. This review should be coincidental with the annual review of the O&M Manual.

REPORTING/NOTIFICATION

Each O&M Work Review shall be documented by the General Manager on Form 605-B8.

RELATED CODE PROCEDURES

Form 605-B-8: O&M Work Review

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Revised by: Island Energy 2011 - 2021

SCOPE AND PURPOSE

This procedure describes how to identify and report any known hazardous conditions that may exist, acquaint appropriate operating and maintenance employees with appropriate procedures, establish a continuing educational program to enable employees to recognize and report any condition that may represent a hazardous condition with particular attention given to highway and railway crossings and buildings intended for human occupancy or outdoor places of assembly that are in close proximity to gas facilities. This procedure complies with 49 CFR § 192.605(d) requirements.

RESPONSIBILITY

All Island Energy personnel.

PERSONNEL SAFETY

There are no special personnel safety issues associated with this procedure.

EQUIPMENT AND MATERIALS

No special equipment or materials are required.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan

Frequency

Recognizing and reporting safety-related conditions is an ongoing requirement.

Steps

In general, any condition that, if not corrected, might constitute an imminent hazard or may potentially cause an accident may be considered a Safety-Related Condition and shall be reported promptly to the General Manager for investigation.

Upon verification, the following conditions would require reporting unless exempted by the regulations. Operating and maintenance personnel should continually be alert to observe any of the following Safety-Related Conditions:

1. General corrosion that has reduced the wall thickness to less than that required for the maximum allowable operating pressure, and localized corrosion pitting to a degree where leakage might result.
2. Unintended movement or abnormal loading of a pipeline by environmental causes, such as an earthquake, landslide, or flood that impairs serviceability.
3. Any material defect or physical damage that impairs the serviceability of a pipeline.
4. Any malfunction or operating error that causes the pressure of a pipeline to rise above 110 percent of its maximum allowable operating pressure (MAOP).
5. A leak in a pipeline that constitutes an emergency (Grade 1).
6. Any Safety-Related Condition that could lead to an imminent hazard and causes (either directly or indirectly by remedial action of the operator) a 20 percent, (20%), or more reduction in operating pressure or shutdown of a pipeline.

REPORTING/NOTIFICATION

A written Safety-Related Condition report must be filed, by the General Manager, with PHMSA, unless the condition:

1. Is more than 220 yards from any building intended for human occupancy or outdoor place of assembly, except that reports are required for conditions within the right-of-

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way of an active railroad, paved road, street, or highway.
2. Is a master meter system or customer owned service line.
3. Is corrected by repair or replacement within five, (5), working days of determination, except that, reports are required for all conditions under item 1 of this procedure other than localized corrosion pitting on an effectively coated and cathodically protected pipeline.

A detailed written report should be completed by the General Manager and submitted to PHMSA within 5 working days after it is determined that a safety-related condition exists, but in no case later than 10 working days after the condition is first brought to the attention of the operator. Reports should include information listed on Form 615-3 and can also be submitted using telephonic media, including the facsimile number listed on Form 615-3.

RELATED CODE PROCEDURES

Sub Part L: Operations

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Customer Owned Service Line Notification

SCOPE AND PURPOSE

This purpose of this procedure is to establish a notification system advising Island Energy distribution system customers of their responsibility to maintain customer owned service lines downstream of operator gas meters. This procedure complies with 49 CFR § 192.16.

RESPONSIBILITY

The General Manager is responsible for proper notification of customer owned service line maintenance requirements to gas customers.

PERSONNEL SAFETY

There are no special personnel safety issues associated with this procedure.

EQUIPMENT AND MATERIALS

Written customer notification.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan

Required Notification

Each gas customer shall be notified of these customer maintenance requirements one, (1), time every three, (3) years using the written notification.

The written notification, (Appendix C), shall contain the following information:

1. Island Energy does not perform corrosion monitoring efforts under 49 CFR § 192.465 if the customer owned piping is metallic and does not perform leakage survey efforts under 49 CFR §192.723.
2. If required maintenance is not performed, the facility may be subject to the potential hazards of corrosion and leakage.
3. Customer owned buried piping should be periodically inspected for leakage, corrosion if metallic, and properly repaired should any unsafe condition be discovered.
4. A statement that the customer shall bear all costs associated with proper repair/replacement.
5. Island Energy will provide customers with a list of plumbing and heating contractors that can properly locate, repair/replace customer owned service lines, when requested.

RELATED CODE PROCEDURES

Appendix C: Customer owned service line notification

Sub Part H: Customer Meters, Service Regulators and Service Lines

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Installation of Customer Meters & Regulators – Residential & Commercial

SCOPE AND PURPOSE

This procedure is to ensure that meters and regulators for residential and small commercial customers are installed so as to minimize anticipated stresses upon the connecting piping and the meter. It describes practices required to comply with §192.357.

RESPONSIBILITY

The General Manager or other designee is responsible to ensure when hanging a meter, regulator and associated piping, commonly called a "meter set" is performed as described in this procedure.

PERSONNEL SAFETY

Be aware of any environment that can pose a threat to personnel safety.

EQUIPMENT AND MATERIALS

Meter
Regulator
Associated piping and fittings
Routine tools
Other equipment and materials as needed

OPERATOR QUALIFICATION

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this task. Refer to the OQ Plan for specific qualification requirements.

INSTRUCTIONS

General

The meter and regulator selected should provide the customer/premise with the proper delivery pressure and volume.

All meters and regulators shall be installed and operated in accordance with the manufacturer's installation and operating instructions.

Meter/Regulator Location (Outside)

- Wherever possible, the meter and regulator should be installed adjacent to the building being served.
- Verify that the location chosen is sufficient to protect from potential damage by forces such as:
  - Vehicles
  - Construction
  - Equipment
  - Falling objects
  - Snow and Ice
- Verify that the meter and/or regulator will be installed in a readily accessible location to accommodate access for:
  - Obtaining readings
  - Inspections/Testing
  - Repairs
  - Meter/regulator maintenance
  - Operation of the gas shut-off valve
- Verify that the service regulator vents and relief vents terminate outdoors, and that the outdoor terminal is:
  - Rain and insect resistant
  - Located at a place where gas from the vent can escape freely into the atmosphere and away from any building opening or intake
  - Protected from damage caused by submergence in areas where flooding may occur
- Verify that the meter or regulator will **NOT** be installed:
  - In contact with the soil or other potentially corrosive materials

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- Under windows or other openings that may be used as an emergency exit
- In front of building crawl spaces
- Near building air intakes
- In such a manner as to create stresses upon the connecting piping and the meter

Installation

- Using associated pipe and fittings, install the meter and regulator
  - The combination of piping and fittings will vary from one meter set to another depending on a variety of factors. Some likely factors include: height of service riser, location of service riser in relation to customer piping and diameter of piping.
    - Verify that the insides of any piping used in the installation are clean and free of obstructions.
    - Use pipe joint material only on the male threads of the pipe being connected.
    - Tighten each fitting sufficiently to provide a gas-tight seal.
  - The meter should be installed in a manner that presents a neat appearance and is adequately supported.
  - Install the regulator ensuring that the gas flow through the regulator is in the proper direction
    - Most regulators have a marking to denote the inlet and outlet of the regulator
    - The regulator should be installed so that the regulator vent is facing downward or other configurations that will allow the regulator relief valve to function properly
      - ✓ In areas where severe water or freezing conditions may exist, consideration should be given to the installation of additional special fittings that will prevent the blocking of the regulator vent.
  - In small commercial installations, it may be necessary to install multiple meters on a meter header – the meter header shall be installed to provide adequate support of the meters and regulators.
  - Test for leaks.

Setting Regulator Pressure (Not tied to Customer Piping)

- Once the meter(s) and regulator(s) is installed, verify the set-point of the regulator (outlet pressure setting) is correct for the application:
  - Open the outlet shut-off, if equipped, or install a fitting that will permit gas flow through the regulator.
  - Install the proper pressure gauge
  - Remove the regulator seal cap and gasket (the cap that covers the adjustment button, screw, knob)
- Turn the gas on slowly
- Verify that the reading on the pressure gauge is the correct delivery pressure – adjust as per manufacturer's instructions.
- Turn the gas off slowly.

Testing of Relief Devices, If Installed

- Upon completion of the installation of the meter(s) and regulator(s), test the relief device for proper operation, if applicable.

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REPORTING/NOTIFICATION

Complete documentation in accordance with Operation and Maintenance Manual

RELATED PROCEDURES

0591 – Leak Test at Operating Pressure
1201 – Temporary Isolation of Service Lines and Service Discontinuance
1191 – Maintenance of Service Valves Upstream of Customer Meter

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ABNORMAL OPERATING CONDITIONS

AOC Main Category & Examples of Specific AOCs	Reactions to AOC, as appropriate	
Unplanned escape of product from a pipeline • Blowing/Escaping gas/Grade I leak	➢ Protect life & Property ➢ Prevent accidental ignition ➢ Notify appropriate personnel ➢ Notify Fire/Emergency Responders ➢ Initiate Emergency Plan	➢ Locate source/cause of AOC ➢ Use appropriate PPE ➢ Stop gas flow ➢ Make repairs/eliminate AOC
Unplanned Flow Rate Deviation • Unplanned Increase in Flow • Unplanned Decrease in Flow & or No Flow	➢ Protect life & property ➢ Notify appropriate personnel ➢ Initiate Emergency Plan as Needed	➢ Locate source/cause of AOC ➢ Make repairs/eliminate AOC
Unplanned Status Change • Inoperable/Failure of a Pipeline Component • Stray Current on a Pipeline – Electric Shock	➢ Protect life & property ➢ Notify appropriate personnel ➢ Initiate Emergency Plan as Needed	➢ Locate source/cause of AOC ➢ Make repairs/eliminate AOC
Inadequate Odorization or Reports of Gas Odor • Low odorization • Over odorization • Odor complaint	➢ Protect life & property ➢ Prevent accidental ignition ➢ Notify appropriate personnel	➢ Locate source/cause of AOC ➢ Make repairs/eliminate AOC
Improper Installation/Misalignment of Components • Improper fitting/component installation • Misalignment of fittings/components	➢ Protect life & property ➢ Prevent accidental ignition	➢ Notify appropriate personnel ➢ Make repairs/eliminate AOC

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SCOPE AND PURPOSE

This procedure is to ensure meters are properly sized to accommodate load capacity for large commercial and industrial customers. Service is to be established in a safe and efficient manner so as to minimize anticipated stresses upon the connecting piping and the meter. It describes practices required to comply with §§192.353, 192.355, 192.357 and 192.359.

RESPONSIBILITY

The General Manager, or other designee, is responsible to ensure large capacity meters are installed as described in this procedure.

PERSONNEL SAFETY

Be aware of any environment that can pose a threat to personnel safety.

EQUIPMENT AND MATERIALS

Meter and accessories
Associated piping and fittings
Routine tools
Other equipment and materials as needed

OPERATOR QUALIFICATION

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this task. Refer to the OQ Plan for specific qualification requirements.

INSTRUCTIONS

General

The meter selected should provide the customer/premise sufficient volume.

All meters shall be installed and operated in accordance with the manufacturer's installation and operating instructions.

Meter Location (Outside)

- Wherever possible, the meter should be installed adjacent to the building being served.
- Verify that the location chosen is sufficient to protect from potential damage by forces such as:
  - Vehicles
  - Construction
  - Equipment
  - Falling objects
  - Snow and Ice

- Verify that the meter will be installed in a readily accessible location to accommodate access for:
  - Obtaining readings
  - Inspections/Testing
  - Repairs
  - Meter/regulator maintenance
  - Operation of the gas shut-off valve
- Verify that the location will permit service regulator vents and relief vents terminate outdoors, and that the outdoor terminal is:
  - Rain and insect resistant
  - Located at a place where gas from the vent can escape freely into the atmosphere and away from any openings or building air intakes.
  - Protected from damage caused by submergence in areas where flooding may occur
- Verify that the meter will **NOT** be installed:
  - In contact with the soil or other potentially corrosive materials

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- Under windows or other openings that may be used as an emergency exit
- In front of building crawl spaces
- Near building air intakes
- In such a manner as to create stresses upon the connecting piping and the meter

Installation

- Using associated pipe and fittings, install the meter
  - The combination of piping and fittings will vary from one meter set to another depending on a variety of factors. Some likely factors include: height of service riser, location of service riser in relation to customer piping and diameter of piping.
    - Verify that the insides of any piping used in the installation are clean and free of obstructions.
    - Use pipe joint material only on the male threads of the pipe being connected.
    - Tighten each fitting sufficiently to provide a gas-tight seal.
  - The meter should be installed in a manner that presents a neat appearance and is adequately supported.
  - In some commercial installations, it may be necessary to install multiple meters on a meter header – the installation of the meter header shall be installed to provide adequate support of the meters.
  - Test for leaks

REPORTING/NOTIFICATION

Complete documentation in accordance with Operation and Maintenance Manual

RELATED PROCEDURES

0591 – Leak Test at Operating Pressure
1181 – Installing and Maintaining Customer Pressure Regulating, Limiting, and Relief Device – Large Commercial & Industrial
1191 – Maintenance of Service Valves Upstream of Customer Meter
1201 – Temporary Isolation of Service Lines and Service Discontinuance

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ABNORMAL OPERATING CONDITIONS

AOC Main Category & Examples of Specific AOCs	Reactions to AOC, as appropriate	
Unplanned escape of product from a pipeline • Blowing/Escaping gas/Grade I leak	➢ Protect life & Property ➢ Prevent accidental ignition ➢ Notify appropriate personnel ➢ Notify Fire/Emergency Responders ➢ Initiate Emergency Plan	➢ Locate source/cause of AOC ➢ Use appropriate PPE ➢ Stop gas flow ➢ Make repairs/eliminate AOC
Unplanned Flow Rate Deviation • Unplanned Increase in Flow • Unplanned Decrease in Flow & or No Flow	➢ Protect life & property ➢ Notify appropriate personnel ➢ Initiate Emergency Plan as Needed	➢ Locate source/cause of AOC ➢ Make repairs/eliminate AOC
Unplanned Status Change • Inoperable/Failure of a Pipeline Component • Stray Current on a Pipeline – Electric Shock	➢ Protect life & property ➢ Notify appropriate personnel ➢ Initiate Emergency Plan as Needed	➢ Locate source/cause of AOC ➢ Make repairs/eliminate AOC
Inadequate Odorization or Reports of Gas Odor • Low odorization • Over odorization • Odor complaint	➢ Protect life & property ➢ Prevent accidental ignition ➢ Notify appropriate personnel	➢ Locate source/cause of AOC ➢ Make repairs/eliminate AOC
Improper Installation/Misalignment of Components • Improper fitting/component installation • Misalignment of fittings/components	➢ Protect life & property ➢ Prevent accidental ignition	➢ Notify appropriate personnel ➢ Make repairs/eliminate AOC

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Excess Flow Valve Installation

SCOPE AND PURPOSE

This purpose of this procedure is to establish a requirement for the installation of an Excess Flow Valve on every new residential service line installed after February 10, 2010. This procedure complies with 49 CFR § 192.381. Service lines: Excess flow valve performance standards and 49 CFR § 192.383. Excess flow valve installation.

RESPONSIBILITY

The General Manager is responsible for insuring excess flow valves are installed for all new residential service lines.

PERSONNEL SAFETY

All personnel are to utilize proper protective clothing/equipment when performing pipeline system repairs.

EQUIPMENT AND MATERIALS

All personnel are to utilize proper repair tools, materials and equipment required for each type of system repair.

INSTRUCTIONS

Operator Qualification

Excess flow valves are installed following the plastic fusion procedure, a covered task under the Operator Qualification Plan whenever plastic fusion is performed on a live gas facility. Accordingly, this activity may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 39 §192.281, .283, CT. 40 §192.287)

Whenever Island Energy installs a new residential service line an Excess Flow Valve complying with 49 CFR § 192.381 will also be installed.

RELATED CODE PROCEDURES

Sub Part H: Customer Meters, Service Regulators and Service Lines

CT. 210OP §192.281, .283
CT. 211OP §192.287

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Facility and Organizational Change Reporting

SCOPE AND PURPOSE

The purpose of this procedure is to ensure proper notification of PHMSA of certain events regarding major upgrades to and construction on distribution system, change in entity or name of entity responsible for pipeline or managing safety of pipeline or acquisition or divestiture of LNG facilities or 50 or more miles of pipeline, as required by 49 CFR § 191.22 Part (c).

RESPONSIBILITY

The General Manager is responsible for proper reporting to PHMSA of events covered in 49 CFR § 191.22 Part (c).

PERSONNEL SAFETY

There are no special personnel safety issues associated with this procedure.

EQUIPMENT AND MATERIALS

Written or electronic notification to PHMSA.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan.

PHMSA will be notified of any of the following events not later than 60 days before the event occurs:

1. Construction or any planned rehabilitation, replacement, modification, upgrade, uprate, or update of a facility, other than a section of line pipe, that costs $10 million or more. If 60 day notice is not feasible because of an emergency, PHMSA will be notified as soon as practicable;
2. Construction of 10 or more miles of a new pipeline; or
3. Construction of a new LNG plant or LNG facility.

PHMSA Notification of Certain Major Organization Changes

PHMSA will be notified of any of the following events not later than 60 days after the event occurs:

1. A change in the primary entity responsible (i.e. with an assigned OPID) for managing or administering a safety program by this part covering pipeline facilities operated under multiple OPIDs.
2. A change in the name of the operator;
3. A change in the entity (e.g. company, municipality) responsible for an existing pipeline, pipeline segment, pipeline facility, or LNG facility;
4. The acquisition or divestiture of 50 or more miles of a pipeline or pipeline system subject to 49 CFR § 192; or
5. The acquisition or divestiture of an existing LMG plant or LNG facility subject to 49 CFR § 193.

REPORTING/NOTIFICATION

Notifications required in this section will be made to PHMSA with copies kept in Island Energy files.

RELATED CODE PROCEDURES

191.22 National Registry of Pipeline and LNG operator.

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SCOPE AND PURPOSE

This procedure establishes the Maximum Allowable Operating Pressure (MAOP) for the distribution piping system owned and operated by Island Energy. This Procedure complies with 49 CRF, § 192.619 MAOP: Steel or plastic pipelines and 49 CFR, § 192.621 MAOP: High pressure distribution systems.

RESPONSIBILITY

The General Manager shall maintain evidence of MAOP establishment.

EQUIPMENT AND MATERIALS

Leak test records.

INSTRUCTIONS

Operator Qualification
This activity is not a covered task under the Operator Qualification Plan

The steel and plastic 10-inch distribution piping downstream of the PG&E gate station to its termination across from 941 Railroad Ave. has an established MAOP of 100 psig, under 49 CFR § 192.619 (a) (4).

The remainder of the original Island Energy distribution system has an established MAOP of 50 psig under 49 CFR § 192.619 (a) (4). Normal operating pressure for the distribution piping is 45 psig.

The distribution system service regulators have a rated emergency inlet pressure of 125 psig.

All repair, renewal and extension piping to distribution system facilities normally operating at 42 psig will have a 60 psig MAOP established under 49 CFR § 192.619 (a) (2) (i).

RELATED CODE PROCEDURES

Sub Part J: Test Requirements.

Sub Part A: General

Sub Part M: Maintenance

Sub Part L: Operations

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SCOPE AND PURPOSE

This procedure establishes the process for increasing the Maximum Allowable Operating Pressure (MAOP) for the distribution piping system owned and operated by Island Energy. This Procedure complies with 49 CRF, Subpart K – Uprating.

RESPONSIBILITY

The General Manager is responsible for ensuring that increases in operating pressure and associated leak tests are accomplished according to the provision contained herein.

EQUIPMENT AND MATERIALS

Leak test records.
Calibrated pressure gage.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan. However, certain activities required for this procedure are covered tasked under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to the task.

This procedure will only be used to increase the maximum allowable operating pressure of portions of the system where the current MAOP is 60 psig or less and will not be used to increase the MAOP of those sections above 60 psig.

Increases in the MAOP will be done in increments of 10 psig or less.

Prior to any increase in MAOP a standard adjustment procedure will be created that is consistent with this manual and all existing code. The standard adjustment procedure will be included as part of the record of the increase.

System pressure will be increased at an amount not to exceed 10 psig according to the standard adjustment procedure above. A system wide leak survey will be performed in accordance with the leakage survey section of this manual. All Grade 1 and 2 leaks discovered during the survey will be repaired prior to any further tests to increase the MAOP.

After all Grade 1 and 2 leaks have been repaired, the MAOP is deemed to be the pressure at which the test was performed.

RELATED CODE PROCEDURES.

Sub Part A: General

Sub Part J: Test Requirements

Sub Part L: Operations

Sub Part M: Maintenance

Subpart K: Uprating

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SCOPE AND PURPOSE

Island Energy will pre-construction leak test all pipe that is to be used for emergency repair purposes.

RESPONSIBILITY

The General Manager is responsible for ensuring that all pre-construction leak tests are accomplished according to the provision contained herein.

PERSONNEL SAFETY

All Island Energy personnel are to utilize proper protective clothing/equipment when performing pre-construction leak tests.

EQUIPMENT AND MATERIALS

Compressed air supply
Calibrated pressure gauge
Leak indicating solution

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan.

Steps

Island Energy will pre-construction leak test a minimum of twenty (20) feet each of three quarter inch (3/4"), one inch (1"), two inch (2"), and four inch (4") PE 2406 polyethylene pipe to be used for emergency repair purposes in areas where the normal operating pressure is 47 psig. The leak test pressure will not be less than 100 psig applied for a period of one hour, minimum.

Ten-inch (10 ") polyethylene and steel piping will be pre-tested prior to any required repair.

All pretested pipe will be recorded with the following information:

Gauge/Chart	Pipe Size/Type
Test Medium	Test Duration
Location of test	Test Pressure

Signature and Date of Employee Performing Test.

REPORTING/NOTIFICATION

Form 503 will be used to record all required test data. A copy of this form will remain in close proximity to the pre-tested pipe until the pipe is used in its entirety.

RELATED CODE PROCEDURES

Sub Part J: Test Requirements

Sub Part L: Operations

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SCOPE AND PURPOSE

All new construction will be performed by individuals in a manner that adheres to the applicable sections of this Manual, to the OQ Plan of Island Energy, and the Island Energy Construction Specifications.

RESPONSIBILITY

The General Manager is responsible for ensuring that all construction practices are accomplished according to the provisions contained herein.

PERSONNEL SAFETY

All Island Energy personnel are to utilize proper protective clothing/equipment when performing construction work.

EQUIPMENT AND MATERIALS

All construction will be performed using proper equipment/tools, warning signs and barricades.

INSTRUCTIONS

Operator Qualification

Construction activities are not covered tasks under the Operator Qualification Plan until new facilities are tied-in and gas is introduced. If facilities are tied-in and gas has been introduced this activity is a covered task under the Operator Qualification Plan and may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 605OP, 607OP, 617OP, 703OP)

Steps

Gas distribution mains will have thirty-six inches, (36"), of cover, minimum unless they are located within a joint trench in which case twenty-four inches (24") of cover is sufficient.

Gas service lines will have eighteen inches, (18"), of cover, minimum.

Proper backfill, padding and compaction practices shall be adhered to at all times.

All gas facilities installed by Island Energy shall have a minimum of twelve inches, (12"), of vertical separation from other buried structures, whenever possible.

All polyethylene or equivalent, gas facilities will be buried with a #12 AWG polyethylene coated tracer wire that has a minimum separation distance from the pipe of six inches (6").

REPORTING/NOTIFICATION

Personnel performing construction functions on the pipeline must obtain pertinent maps and records whenever necessary to ensure safety.

All as-built construction records will be documented and maintained at the Operations Headquarters.

All plats/maps will be updated regarding newly constructed facilities. Such records will be retained for the useful life of the facility.

RELATED CODE PROCEDURES

Sub Part L: Operations

All other Operations and Maintenance Procedures performed in excavated trenches.

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Facility Leak Test Requirements

SCOPE AND PURPOSE

The purpose of this procedure is to ensure the safety of piping facilities, the public and gas personnel during facility leak testing according to the requirements under 49 CFR § 192.503.

RESPONSIBILITY

The General Manager is responsible for ensuring that all leak test operations are accompanied with a set of the most recent construction records and operating history such that personnel safety is maintained.

PERSONNEL SAFETY

All Island Energy personnel are to utilize proper protective clothing/equipment when performing leak tests.

EQUIPMENT AND MATERIALS

Compressed air supply
Calibrated pressure gauge
Leak indicating solution

INSTRUCTIONS

Operator Qualification

Leak test activities are not covered tasks under the Operator Qualification Plan until new facilities are tied-in and gas is introduced.

Steps

All Island Energy distribution mains and service lines extended onto the existing distribution system, or replaced, will be leak tested at a pressure of not less than 60 psig using compressed air and calibrated gauges.

The test duration will be sufficient to detect and repair all hazardous leaks found, as follows:

Diameter/Length	Test Duration
½" - 1"/ < 1,000 ft.	15 minutes
> 1"/ < 1,000 ft.	1 hour
> 1"/ > 1,000 ft.	8 hours

Compressed air will be used to perform the required leak test and the following steps will be taken to detect any leaks:

1. All distribution facility tie-in joints will be leak tested using an acceptable leak indicating solution.
2. Listening for escaping air.
3. Passing the hand over and around piping.
4. Examining the calibrated gauge(s).

All Island Energy distribution main and service line emergency pipe repair/replacement will be performed using pretested pipe.

Gauge Inspection and Calibration

1. Check cover glass, enclosure, threads, attached valves, hoses, etc.
2. Replace all gauges with broken glass or damaged threads.
3. Repair gauges, as applicable.
4. Certified calibration shall be accomplished once each calendar year. The calibration procedure shall include verification of zero percent (0%), one hundred percent (100%), and other intervals of operating scale as deemed necessary. A calibration certificate identifying each instrument by number will be maintained until the next calibration cycle.

REPORTING/NOTIFICATION

Form 503 shall be completed by field personnel for each leak test and maintained at the Operations Headquarters for the useful life of the facilities.

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RELATED CODE PROCEDURES

Sub Part J: Test Requirements

Sub Part L: Operations

Construction: pg 25

Pre-Tested Pipe: pg 24

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SCOPE AND PURPOSE

The purpose of this procedure is to ensure the safety of personnel during maintenance and operations according to the requirements under 49 CFR § 192.605(b) (3).

RESPONSIBILITY

The General Manager is responsible for ensuring that all scheduled maintenance and operations functions are accompanied with a set of the most recent construction records, maps, operating history, and any other pertinent and related data and records such that personnel safety is maintained.

PERSONNEL SAFETY

There are no special personnel safety issues.

EQUIPMENT AND MATERIALS

Proper construction records and recent operating history for the segments(s) to be maintained/inspected.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan

REPORTING/NOTIFICATION

Field personnel performing maintenance and operation functions on the pipeline must request pertinent maps and records whenever necessary to ensure safety.

RELATED CODE PROCEDURES

Sub Part G: General Construction

Sub Part L: Operations

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Tapping Pipelines Under Pressure

SCOPE AND PURPOSE

The purpose of this procedure is to ensure safe and proper taps of pipelines under pressure through application of accepted tapping techniques. This procedure complies with 49 CFR § 192.627.

RESPONSIBILITY

The General Manager is responsible for ensuring that all tapping of pipelines under pressure are performed according to the provisions of this procedure.

PERSONNEL SAFETY

All personnel are to utilize proper protective clothing/equipment when performing pipeline fusion procedures.

EQUIPMENT AND MATERIALS

All personnel are to utilize proper fusion tools, materials and equipment required for each type of system fusion.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan whenever plastic fusion is performed on a live gas facility. Accordingly, this activity may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Individual performing the tap must also be qualified for the tapping/stopping machine(s) being used. Refer to the OQ Plan for specific qualification requirements. (CT. 612OP §192.627)

Identification of Pipe

The operator should accurately identify the line to be tapped. Maps and records should be consulted. Physical characteristics, such as outside diameter, coating, material, and color should be validated.

Suitability for Tapping

The operator should consider the following to determine the suitability of the pipe and the proposed location for tapping.

1. Inspect metal pipe for external corrosion.
2. Verify proper tap/seam/joint relationships.
3. Verify tapping equipment and materials are correct for intended pipe material and intended pressure service.

Electrofusion Taps on Plastic Pipes

Any Island Energy employee that is qualified in plastic pipe fusion type may perform hot taps with an electrofusion device.

RELATED PROCEDURES

Sub Part G: General Construction

Sub Part L: Operations

49 CFR § 192.281: Plastic Pipe.

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SCOPE AND PURPOSE

This procedure is to ensure the safe and proper startup/shutdown and purging of any portion of the pipeline system, with the exception of district regulator stations, within allowable operating limits according to 49 CFR § 192.605 (b) (5). Procedural manual for operations, maintenance and emergencies and 49 CFR § 192.629. Purging of pipelines.

RESPONSIBILITY

Field personnel are responsible for starting up/shutting down and purging of the system under this procedure.

PERSONNEL SAFETY

All Island Energy personnel are to utilize proper protective clothing/equipment when performing pipeline startup/shutdown and purging procedures.

EQUIPMENT AND MATERIALS

All Island Energy personnel are to utilize proper tools, materials and equipment required for each startup/shutdown and purging procedure including:
Communications equipment
Flame retardant clothing
Grounding apparatus
Valves
Plugging tools
Compressed air supply
Calibrated pressure gauges
Combustible Gas Indicator (CGI)

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 613OP, 614OP, 763OP)

Notification of a Controlled Gas Release

Prior to any form of gas purging, field personnel must advise the General Manager or appointed designee that a controlled release of gas will take place. This notification shall include the following information:

1. Location of the gas purge/release
2. Time of gas purge/release commencement
3. Approximate time duration of the gas purge/release
4. Announcement of the termination of the gas purge/release

Startup/Purging Steps

1. Check all equipment for proper operation prior to commencement of any startup and purging procedures. DO NOT PURGE DIRECTLY FROM ANY PLASTIC PIPE FACILITY. UTILIZE A METALIC PURGING STACK THAT IS PROPERLY GROUNDED.
2. Ground all pipeline facilities prior to all startup and purging procedures.
3. Introduce gas into one, (1), end of the facility at a moderately rapid flow rate sufficient to eliminate the formation of a combustible mixture.
4. Monitor all pressure gauges at each available location.
5. Utilize valves for displacement of air from the pipeline, as necessary.
6. Verify that all air has been displaced prior to closure of all valves using a CGI.

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7. Lock all critical valves in the desired normal operating position to ensure continued safe pipeline operation.

Shutdown / Purging Steps

1. Follow step 1 listed for Startup/Purging Procedures.
2. Ground all pipeline facilities prior to all shutdown and purging procedures.
3. Introduce air into one, (1), end of the facility at a moderately rapid flow rate sufficient to eliminate the formation of a combustible mixture.
4. Monitor all pressure gauges at each available location.
5. Utilize valves for displacement of gas from the pipeline, as necessary.
6. Continue monitoring all pressure gauges until desired shutdown pressure is achieved.
7. Verify that all gas has been displaced prior to closure of all valves using a CGI.
8. Lock all critical valves in the desired position to ensure continued safety.
9. Some shutdown activities will simply require that critical valves be closed in order to isolate a particular segment of the pipeline.

Gate/Regulator Station Startup/Shutdown

Refer to Sub Part M: Regulator Stations on page 67 for specific startup/shutdown procedures regarding these facilities.

REPORTING/NOTIFICATION

Notify appropriate local Police, Fire and school officials prior to commencement of and after termination of a controlled gas purge/release. Notify the General Manager of any problems encountered during the startup/shutdown/purging procedure.

RELATED CODE PROCEDURES

Emergency Plan: pg 98

Sub Part M: Maintenance

Sub Part L: Operations

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SCOPE AND PURPOSE

This procedure is to ensure employee safety in excavated trenches as required by 49 CFR § 192.605 (b) (9).

RESPONSIBILITY

The General Manager is responsible for ensuring that all Island Energy employees working in excavated trenches are protected according to the provisions of this procedure.

PERSONNEL SAFETY

All Island Energy personnel are to utilize proper protective clothing/equipment when performing pipeline operations and maintenance functions while in excavated trenches.

EQUIPMENT AND MATERIALS

Traffic cones and warning signs
Traffic barricades
Ingress/egress ladder
Shoring equipment
Breathing apparatus (as necessary)
Rescue harness retrieval equipment (as necessary)
Fire Extinguisher
Leak Testing Equipment
Atmospheric testing equipment

In trenches < 5 feet in depth, an ingress/egress ladder will be placed in the trench and a fire extinguisher will be readily available at the work site.

In trenches ≥ 5 feet in depth, an ingress/egress ladder will be placed in the trench and a fire extinguisher will be readily available at the work site. Additionally, a trench box or other approved shoring shall be used in trenches, and a rescue harness retrieval equipment system shall be used for each employee in the excavated trench, including welding personnel.

Respirators may not be used where an oxygen enriched/deficient atmosphere or equivalent hazard is detected. In such situations all employees are prohibited from entering an excavated trench or confined space.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan, however, work in excavated trenches may entail one or more covered tasks. Refer to the OQ Plan for specific covered tasks and associated qualification requirements.

REPORTING NOTIFICATION

All excavated trench work must be coordinated with the General Manager prior to the commencement of any work.

RELATED CODE PROCEDURES

All Operations and Maintenance Procedures performed in excavated trenches.

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SCOPE AND PURPOSE

The purpose of this standard is to establish procedures for the prevention of damages to natural gas facilities according to the requirements of 49 CFR § 192.614.

RESPONSIBILITY

The General Manager will be responsible for ensuring appropriate companies and operators are being contacted through the USA One-Call System or by telephone at least twenty-four hours, (24 hrs.), prior to commencement of work.

The twenty-four hour, (24 hr.), notice may be waived in an emergency scenario which may endanger human life and property.

Should the Contractor require a field meet, the General Manager or his/her designee will meet with and advise contract personnel and/or operators of the following information:

- Date and time of request/notice
- Physical location of intended work
- Description of intended work
- Time of day and date of intended work
- Name of company performing intended Work
- Name(s) of contact person(s)
- Contact phone number(s)
- USA One-Call system ticket number
- Twenty-four hour, (24 hr.), Island Energy Emergency telephone number for the purpose of reporting a gas emergency

PERSONNEL SAFETY

There are no special personnel safety issues associated with this procedure.

EQUIPMENT AND MATERIALS

Written and verbal correspondence / communications to all excavators and landowners along the Island Energy right of way(s) including, but not limited to:

Underground Service Alert (USA) One-Call System telephone number

Wallet cards

Bumper stickers

Excavator Notification List

Excavator Notification Letter

INSTRUCTIONS

Operator Qualification

Some activities in this section are covered tasks under the Operator Qualification Plan and may only be performed or directed and observed by an individual who is currently qualified to perform those procedures.

Refer to the OQ Plan for specific qualification requirements. (CT. 401OP, 404OP, 405OP, 605OP, 607OP & 703OP)

Frequency

Written correspondence should be sent to the Excavator Notification List by Island Energy on an annual basis (once per calendar year).

Steps

Island Energy Excavator Notification List (**Appendix E**) shall be updated annually prior to mailing of the Excavator Notification Letter (**Appendix F**). The list must include names

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and addresses of companies normally performing excavation activities along the right of way(s) and within the operating area of Island Energy. Local architects and engineering companies may also be included.

The written correspondence to excavators should include the Island Energy telephone number, **(707) 562-5000**, as well as utility location requirements through Island Energy and the Underground Service Alert (USA) One-Call System at, **1-800-642-2444 or 811**.

1. Supplemental forms of damage prevention advisories may be implemented as deemed necessary including, but not limited to, public service announcements, newspaper advertisements, media/press releases. These advisories will be directed to the general public and excavators within the gas service area boundaries.
2. Island Energy will establish a damage prevention liaison through membership / participation on local advisory boards, industry organizations, and representation at engineering pre-construction meetings such as, Home and Building Associations, County Excavation and Contractor Associations, Local Locating Groups.
3. Island Energy shall maintain membership with the Underground Service Alert (USA) One-Call System.
4. Island Energy will provide temporary location marking of all buried gas facilities in an area where excavation intent has been received when a request/notice for gas facility locates has been made by the public, other companies or operators, or recognition by Island Energy personnel. USA or Island Energy forms will be used to record the following locate request information:
   - Date and time of request / notice
   - Physical location of intended work
   - Description of intended work
   - Time of day and date of intended work
   - Name of company performing intended work
   - Name(s) of contact person(s)
   - Contact phone number(s)
   - USA One-Call system ticket number
5. After receiving, documenting and filing of location/excavation intent notices, Gas personnel shall contact the General Manager and advise of all information recorded. All pertinent personnel shall mark all Island Energy owned utility facilities at the subject work site using bright colored flagging, paint, or whiskers, as necessary. The designated employee(s) will meet with personnel intending to perform excavation in order to ensure safety of Island Energy owned gas facilities.
6. Follow-up inspection of gas facilities that may be damaged by excavation activities will be performed on the excavation commencement date and again within twenty-four hours, (24 hrs.), after completion of the subject excavation in order to ascertain pipeline integrity including detection of potential leakage. A leakage survey may also be performed.
7. After all blasting activities, a follow-up inspection of the gas facilities in the

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surrounding area will be performed. A leakage survey may also be performed.

8. All written and verbal correspondence / communications to all excavators and landowners will include information regarding how the public can learn of the location of underground pipelines both under item 1 above, and through examination of gas system maps / plats, upon request.

Island Energy will practice additional damage prevention activities regarding facility installation, as follows:

1. Gas distribution mains will have thirty-six inches, (36"), of cover, minimum unless they are located within a joint trench in which case twenty-four inches (24") of cover is sufficient. Gas service lines will have eighteen inches, (18"), of cover, minimum.
2. Field personnel will use hand tools only when digging within eighteen inches, (18"), of all located buried utilities.

REPORTING/NOTIFICATION

Island Energy shall retain copies of any and all correspondence and promotional materials distributed in the Island Energy operating area for a minimum of one year after distribution, or until the next correspondence period occurs.

RELATED CODE PROCEDURES

Sub Part G: General Construction

Sub Part L: Operations

Sub Part M: Maintenance

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PUBLIC AWARENESS

SCOPE AND PURPOSE

The purpose of this standard is to establish procedures for communicating gas facility awareness to the public according to the requirements of 49 CFR § 192.616.

RESPONSIBILITY

The Island Energy General Manager is the Public Awareness Plan Administrator and is responsible for the initial implementation and continual monitoring of this Plan.

MANAGEMENT SUPPORT STATEMENT

The goal of Island Energy is to provide reliable and safe natural gas service to our customers and ensure the safety of people residing and/or working near our natural gas facilities. Island Energy is committed to enhanced Public Awareness as an essential component of our natural gas safety program. Therefore, each Island Energy gas system employee must be dedicated to promoting the elements of this Plan. Island Energy management is committed to providing the resources necessary to accomplish this goal.

PERSONNEL SAFETY

There are no special personnel safety issues associated with this procedure.

EQUIPMENT AND MATERIALS

Written and verbal correspondence / communications to the general public, schools, businesses, government agencies and excavators along and near Island Energy facility right of way(s) and within the gas system service area including, but not limited to:

- Newspaper advertisements
- Radio announcements
- Customer Bill Inserts

PLAN OBJECTIVES

The objectives of this Plan are as follows:

1) To educate gas customers and non-gas customers living and/or working near the Island Energy natural gas distribution system how to recognize the odor of natural gas and how to react if they believe there is a natural gas leak.

2) To increase the awareness of the affected public and key stakeholders in the Island Energy natural gas system service area of the presence of buried natural gas facilities.

3) To assist excavators in understanding the measures to be taken to avoid third party damage to buried natural gas facilities and how to respond properly if they cause damage to Island Energy natural gas facilities.

4) To assist Fire, Police and other emergency response agencies that may assist Island Energy during a natural gas emergency, of the proper action(s) to be taken in response to a release of natural gas or other natural gas emergency.

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Public Awareness

INSTRUCTIONS:

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan.

Frequency

Each type of listed written correspondence / communications should be sent to the general public, schools, businesses, government agencies and excavators along all Island Energy rights of way(s) and within the gas system service area according to the following recommended frequencies:

TWICE ANNUALLY (January and July):

Natural Gas Customers

ANNUALLY (January):

Non-customer individuals living near the Pipeline system

Emergency Officials

US Coast Guard

Napa River Causeway Bridge Operators

Excavators / Builders / Contractors

USA One-Call Center

School Administrator(s)

3 YEARS (January):

Public Officials –

Mayor

City Manager

Chief Building Official

Code Enforcement Manager

Planning Manager

Public Works Manager

Mare Island Project Manager

Steps

1. The Island Energy Public Awareness directory shall be updated annually prior to mailing of correspondence.
2. The directory must include names and addresses of residents, business owners, schools, government agencies, excavators and Napa River Causeway Bridge operators within the operating area of Island Energy.
3. The written and verbal correspondence / communications should include the Island Energy emergency telephone number as well as information regarding Island Energy pipeline markers, natural gas characteristics, recognition of gas odor, and guidance whenever a leak is suspected.
4. Supplemental Public Awareness requirements for excavators will be communicated in person or in writing subsequent to utility locate requests and will include instructions for reporting a gas emergency.
5. All Public Awareness Correspondence will be distributed in the English and Spanish languages.

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DISTRIBUTION DATABASE

There are two (2) Public Awareness outreach distribution databases:

1. Customer Billing System List (Natural Gas Customers)
2. Other
   - Maritime Companies
   - Emergency Srvcs Personnel
   - Public Schools
   - COV Officials
   - Excavators

Please refer to Appendix E

CONTENTS

Examples of written and verbal correspondence/communications may include, but not be limited to:

PREVENTING GAS EMERGENCIES

1. Keep all appliances clean, properly vented and serviced regularly
2. Ensure that each person of appropriate age in your family knows how to operate gas appliances and shutoff valves
3. Don't use or store gasoline, aerosols or other flammable products near gas appliances
4. Don't use an open gas oven for heating your home or drying clothes
5. If you have a gas log in your fireplace, the damper must be permanently blocked in the open position
6. Whenever changing your furnace filter, be sure to replace your fan compartment door properly. Filters should be changed/cleaned monthly during the heating season.
7. Never cover fresh air vents that supply air to your gas appliances
8. Have all gas line alterations and appliance repairs performed by a licensed professional
9. Before digging in streets, alleys, or your yard, be sure you know the location of underground utility services including gas. Island Energy is a member of the Underground Service Alert (USA). Always call the underground Service Alert, (USA), One-Call Service at **1-800-642-2444 or 811** for free utility locates and before starting any excavation activities.
10. Write your local Fire and Police Department(s) telephone numbers in the front of your personal phone book and/or post them in a conspicuous place

NATURAL GAS PROPERTIES / ODOR

1. Natural gas is a non-toxic, colorless fuel, about one third, (1/3), lighter than air. Gas burns, but only when mixed with air in the right proportion and ignited by a spark or flame. In its purified state, natural gas has no smell. For your protection, Island Energy gas stream contains a harmless distinctive odor that you can detect and report the slightest natural gas leak.

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HOW SAFE IS NATURAL GAS? GAS LEAK RECOGNITION AND REACTION

1. Whenever natural gas leaks from a pipe or pipe fitting, there is a possibility of fire or explosion
2. If leaking natural gas accumulates in a confines space, it can displace air and cause suffocation
3. If a gas appliance is not operating properly, incomplete combustion can produce a toxic gas called carbon monoxide (CO)
4. An appliance pilot light or gas burner can ignite combustible materials and flammable vapors such as gasoline, paint thinner or aerosols.
5. **ANYTIME YOU SUSPECT A NATURAL GAS LEAK OR A POTENTIAL GAS EMERGENCY, CALL ISLAND ENERGY at (707) 562-5000: AFTER HOURS: (707) 750-4477 (Per-Com Answering Service).**
6. If you would like additional information regarding natural gas, call Island Energy at **(707) 562-5000**.
7. **Figure 1**, **2** and **3** are examples of correspondence that should be sent to target audiences.

EMERGENCY PREPAREDNESS COMMUNICATIONS TO EMERGENCY RESPONSE AGENCIES / LOCAL OFFICIALS

1. Island Energy will present an Emergency Response Liaison program for Fire, Police, other emergency response agencies and Local Officials according to the provisions of the Island Energy Emergency Plan.
2. Fire, Police, other emergency response agencies, and Local Officials can obtain additional information by calling Island Energy at **(707) 562-5000**.

Please refer to Appendix F for Public Awareness outreach communication examples.

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PLAN MANAGEMENT

The Plan Administrator will review all inquiries, input, remarks, and requests for further information based on materials sent and/or communicated to Island Energy. Response to all incoming communication will be communicated by the Plan Administrator.

PLAN ASSESSMENT

The Plan Administrator will annually measure the effectiveness of the Plan information communicated to all listed stakeholder audiences by:

- Ensuring the Plan adheres to API RP 1162
- Specified Plan components have been implemented by utilizing gas operations and maintenance personnel and/or outside consultants
- Maintaining records of each annual assessment

Should the Plan be audited PHMSA in any calendar year, a record / report of such an audit will be maintained by the Plan Administrator and count as the annual assessment in lieu of conducting an additional annual assessment by Island Energy.

PLAN EFFECTIVENESS EVALUATION

The Plan Administrator will determine the effectiveness of the Plan at least once every 4 years by measuring:

- Whether the Plan information is reaching the intended stakeholder audiences
- Estimating the percentage of target audience(s) reached
- Estimating the level of target audience comprehension of materials/messages
- Verification of target audience willingness to act on materials / message content
- Determining the impact of Plan information for facility damage reduction
- The frequency of material / message communication from target audiences
- Review of all third-party damages
- Confirmation of target audience receipt of Plan materials / messages
- Comparison of ONE-CALL evaluations for Plan effectiveness (as available)

Whenever the results of the Plan effectiveness evaluation indicate that one or more stakeholder audience is not receiving and comprehending one or more of the stakeholder messages, the Plan Administrator will review the stakeholder message type, content, and delivery method(s) to determine if more effective means of communication are available.

SUPPLEMENTAL ELEMENT IMPLEMENTATION

Island Energy will determine whether supplemental elements will be implemented for any or all identified stakeholder audience after each Plan effectiveness assessment.

REPORTING/NOTIFICATION

Island Energy shall retain copies of any and all Public Awareness correspondence and promotional materials distributed in the Island Energy operating area, records of annual Plan assessments, and records of all Plan effectiveness evaluations for a minimum of five years after distribution.

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Form 616 will be completed for each type of correspondence delivered/received.

Operator Qualification (OQ) Procedure Change Notification

In the event of a significant or material change in the use, application or content of the approved Operator Qualification (OQ) Manual or process, or in the adoption of a new third-party program, Island Energy, per PHMSA §192.805, shall immediately notify the PHMSA Administrator and the State Agency participating under 49 U.S.C. Chapter 601.

1. Notifications to the Pipeline and Hazardous Materials Administration (PHMSA) are to first be submitted by electronic mail to InformationResourcesManager@dot.gov , followed by regular mail to:

   ATTN: Information Resources Manager
   DOT/PHMSA/OPS\
   East Building, 2nd Floor, E22-321
   New Jersey Avenue SE., Washington, DC 20590.

   (or as otherwise listed within 49CFR192.805(i))

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2. Notifications to the California Public Utilities Commission (CPUC) are to first be submitted by electronic mail to terence.eng@cpuc.ca.gov , followed by regular mail to:

   ATTN: Terence Eng, P.E.
   Program Manager, Gas Safety and Reliability Branch
   Energy Division
   California Public Utilities Commission
   505 Van Ness Avenue
   San Francisco, CA 94102

   415-577-7658 (cell)

RELATED CODE PROCEDURES

49 CFR § 192.616: Public Awareness

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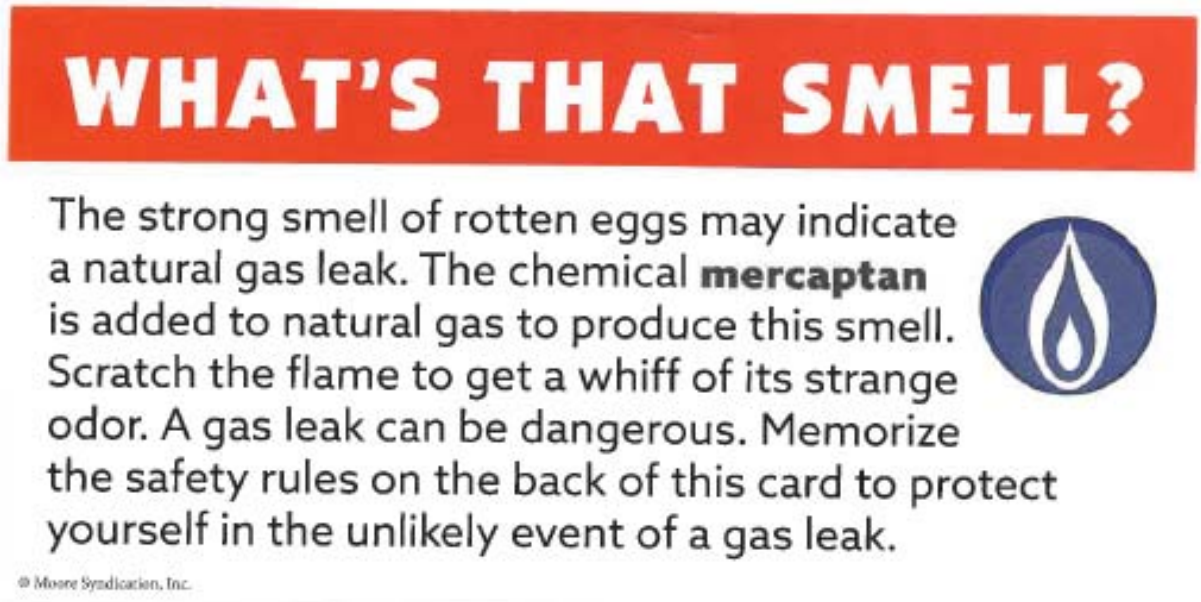
Figure 1



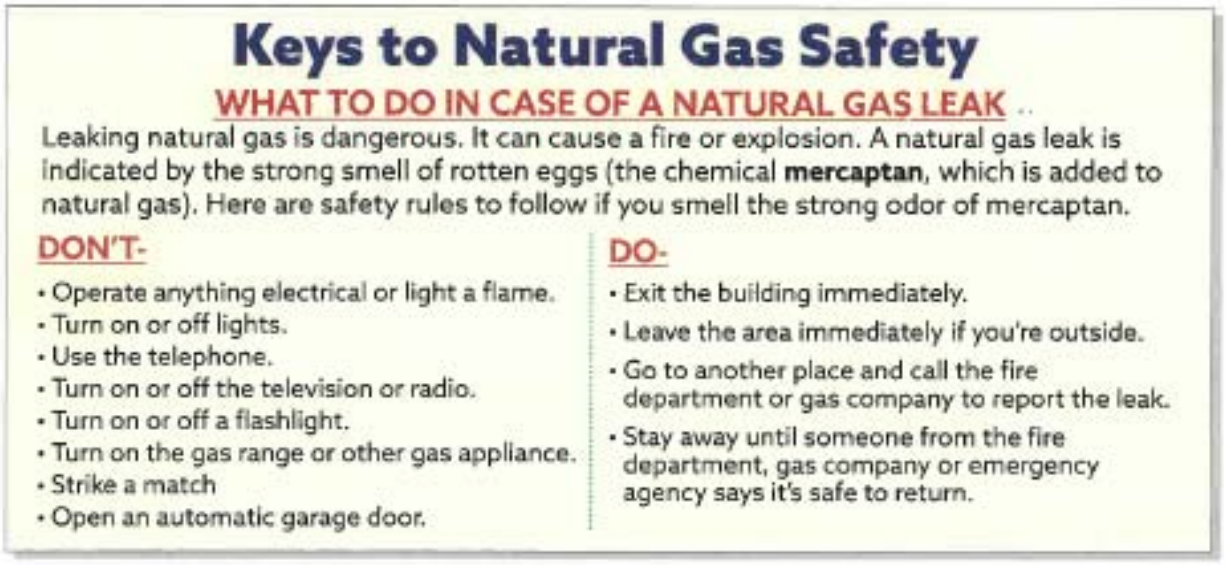


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Figure 2

NATURAL GAS SAFETY INFORMATION

Island Energy operates a natural gas distribution system within the physical boundaries of Mare Island in Vallejo, CA. Maintaining a safe system is our top priority and we periodically send information to our customers and others who live and work in our service area on gas safety.

WHAT IS NATURAL GAS?

Natural gas is a non-toxic, colorless fuel, about one-third lighter than air. Gas burns, but only when mixed with air in the right proportion and ignited by a spark or flame. In its purified state, gas has no smell. For your protection, the Gas Company adds a harmless, distinctive odor so you can detect and report the slightest gas leak.

HOW SAFE IS NATURAL GAS?

Natural gas has an excellent safety record, but like other forms of energy, it requires a certain amount of caution. Gas emergencies are rare, but they can happen.

- Whenever gas leaks from a pipe or pipe fitting, there is a possibility of fire or explosion.
- If leaking gas accumulates in a confined space, it can displace air and cause suffocation.
- If a gas appliance is not working properly, incomplete combustion can produce carbon monoxide and other toxic gases.
- A pilot light or gas burner can ignite combustible materials and flammable vapors, such as gasoline, paint thinner or aerosols.

HOW YOU CAN PREVENT NATURAL GAS EMERGENCIES

- Keep all appliances cleaned, properly vented and serviced regularly.
- Make sure everyone in your family knows how to operate gas appliances and shut-off valves.
- Don't use an open gas oven for heating your home or drying clothes.
- Don't use or store gasoline, aerosols or other products with flammable vapors near gas appliances.
- Change or clean your furnace filter regularly per manufacturer's guidelines.
- Never cover fresh air vents that supply air to your gas appliances.
- Have all gas line alterations and appliance repairs performed by a professional.
- Before digging in your yard, be sure you know the location of underground gas lines. Call your local One Call Center at 811 or 1-800-227-2600.

ANYTIME YOU SUSPECT A GAS LEAK OR GAS EMERGENCY, CALL ISLAND ENERGY AT: 707-562-5000 DURING REGULAR BUSINESS HOURS MONDAY THROUGH FRIDAY

OR THE EMERGENCY LINE AFTER HOURS AT 707-750-4477.

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PLAN EFFECTIVENESS

The Public Awareness Plan Administrator will put in place such measures to be able to measure the relative effectiveness of the Public Awareness Plan outreach. A record shall be kept of all such effectiveness measures outreach. Such measures may include, but are not necessarily be limited to, the following:

- Postage Paid Return Card in Outreach Mailings
- "Everbridge" Community Notification System Response Measurement
- Social Media: "Mare Island Next Door" Response Measurement

Additoinal outreach effectiveness measuring efforts may include:

- Island Energy Website Polling Feature
- Focus Groups (as part of our annual Rate Case Hearing)
- Additional Social Media Outlets
- Commercial Survey Company Use

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Facility Patrolling

SCOPE AND PURPOSE

This procedure is to ensure the safe operation of the Island Energy pipeline system by periodically performing patrolling as required by 49 CFR § 192.721: Distribution System Patrolling.

RESPONSIBILITY

The General Manager is responsible to ensure that all pipeline system patrolling is performed according to the provisions of this procedure and that proper records are maintained.

PERSONNEL SAFETY

There are no special personnel safety issues.

EQUIPMENT AND MATERIALS

Personnel may elect to utilize leak detection instrumentation and photographic equipment during patrolling efforts.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 701OP)

Survey Frequency

Island Energy will visually patrol exposed facilities that are prone to damage, inside of business districts, at intervals not exceeding 4 1/2 calendar months but at least four times each calendar year.

Business Districts are defined as areas where the majority of gas facilities are under continuous paving extending from the street/roadway center line to the building walls; and the majority of the buildings on either side of the street are utilized for legitimate business activities; and the buildings are high occupancy multi-story or buildings with multiple businesses that share common walls.

All other exposed facilities, outside of business districts, will be visually patrolled twice each calendar year, but at an interval not exceeding 7 1/2 calendar months.

Exposed facilities to be patrolled are those that may incur failure or leakage from anticipated physical movement or external loading and include, but are not limited to, bridge crossings, and exposed river crossings.

Patrolling efforts may be conducted during routine functions such as those performed by meter readers.

Patrolling of distribution facilities may be achieved by walking or driving in order to observe surface conditions and exposed pipe locations for evidence of the following:

- Leakage
- Construction activity
- Encroachments
- Washouts/erosion/subsidence
- Damaged or missing pipeline markers
- Evidence of other natural disaster damage
- Damaged piping at bridge/river crossings
- Vehicular damage to piping
- Vault leaks

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REPORTING/NOTIFICATION

Island Energy shall maintain a list of exposed gas facilities to be patrolled. This list shall be periodically reviewed and revised as necessary. Form 721 will be completed each time exposed pipeline facilities are patrolled. The General Manager must be notified immediately if any evidence of leaks or other damage is discovered. All non-leaking damages will be scheduled for repair at the earliest opportunity. All damages associated with leakage will be scheduled for repair according to leak classification.

RELATED CODE PROCEDURES

Sub Part M: Maintenance.

49 CFR § 192.721: Distribution System Patrolling

Sub Part L: Operations

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SCOPE AND PURPOSE

The purpose of this procedure is to ensure the safe operation of the pipeline system through periodic leakage surveys according to the requirements of 49 CFR § 192.723: Distribution System Leakage Surveys and Procedures.

RESPONSIBILITY

The General Manager is responsible to ensure that all pipeline system leakage surveys are performed according to the provisions of this procedure and that proper records are made. The General Manager may use an outside agency or contractor to perform the Leakage Survey and assign an Island Energy OQ certified employee to assist and oversee.

PERSONNEL SAFETY

There are no special personnel safety issues.

EQUIPMENT AND MATERIALS

Facility Maps
Traffic Safety Vest
Business District Maps
Gas Leak Report
General Pipeline Repair Form 605
Flame Ionization Detector (FID)
Combustible Gas Indicator (CGI)
Bar Hole Equipment

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may be only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 701OP & 702OP)

Inspection Frequency

Island Energy will perform instrumented outside leakage survey activities for mains and service lines in order to comply with 49 CFR § 192.723 using a flame ionization detector (FID), or equivalent equipment.

FID leakage surveys shall not be performed whenever wind velocity equals or exceeds 10 mph or when it is raining.

FID leakage surveys may be performed whenever the ground is wet if care is taken to prevent water from entering the instrument.

A Combustible Gas Indicator (CGI), or equivalent, and bar hole equipment will also be used for pinpointing any leaks detected when needed.

An equally effective technology may be implemented by contractors or our staff should the need arise or become available. An example of this would be Laser leak detection technology.

The distribution facilities must be surveyed for leakage, as follows:

Inside Business Districts - must be instrument (FID/CGI) surveyed once each calendar year, but at an interval not exceeding 15 months. (Refer to **Table A**, items 1, 2, and 4). *Business Districts* are defined as areas where the majority of gas facilities are under continuous paving extending from the center line of the street/roadway to the building walls; and the majority of the buildings on either side of the street are utilized for legitimate business activities; and the buildings are high occupancy multi-story or buildings with multiple businesses that share common walls.

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Outside Business Districts - must be instrument (FID/CGI) surveyed at an interval not exceeding 5 years. (Refer to **Table A**, item 5)

Public Gathering Places - must be instrument (FID/CGI) surveyed once each calendar year, but at an interval not exceeding 15 months. (Refer to **Table A**, item 3).

Public Places are defined as buildings where large numbers of people are likely to gather or be present, such as:

- Public or private schools including day care nurseries, colleges and universities
- Public or private hospitals, sanitariums, nursing homes and assisted living/handicapped facilities
- Churches
- Theaters
- Auditoriums
- Factories

Leakage survey efforts will include testing of the atmosphere in gas, electric, telephone, sewer, and water manholes, at cracks in paving/sidewalks, and at other available openings that provide an opportunity for detecting gas leakage/migration. This effort will be performed from the main to adjacent buildings whenever a leak is discovered over a main, and at adjacent building whenever a leak is discovered over a service line or at a meter set.

All visible entrances of electric, telephone, sewer, water, and other utility services where gas may enter the structure will be surveyed. Gas Service Personnel may elect to survey gas piping downstream of the meter where the need is believed to exist. Outside gas service lines are to be leakage surveyed to and including the meter outlet. Where concrete or asphalt surfacing exists from building to building over the service line, the Bar hole method of leakage detection shall be used according to **Figure 1**, as applicable.

Special leakage surveys will be performed, as follows: (**Refer to Table B**).

- During formal uprating procedures (49 CFR Subpart K)
- Over-pressured system areas
- Prior to and after completion of major underground construction projects
- Prior to and after street improvement projects
- After all underground blasting activities

Isolation leakage surveys will be performed according to the provisions in **Table C**.

During the performance of all methods of leakage survey, particular attention shall be given to evidence of foreign construction or excavation and to physical damage due to floods, erosion, etc. Whenever possible, the nose and ears should also be employed when performing leakage surveys.

Visual methods of detecting gas leakage may be incorporated during instrumented leakage surveys. This method includes observation of discolored, dried out, or dead vegetation along the known route of a main or service line. Dry patches earth where surrounding earth is moist or bubbles rising to ground surface where gas facilities are buried is another visual indicator of gas leakage. However,

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visual gas leak detection cannot be used solely as a gas leakage survey method to satisfy the requirements under 49 CFR § 192.723.

Leak Classification
Leaks are assigned priority classification according to concentration, potential for concentration, ignition sources and potential hazard to the public and property. These priority classifications are intended only as guidelines.

Individuals evaluating leaks are required to use sound judgment after giving consideration to all associated factors for each leak.

Leak Classification
Leaks are typically classified, as follows:

Grade 1 - Hazardous – Leaks that pose an immediate hazard to persons or property. These leaks require continual monitoring until repair is achieved. Prompt remedial action must be undertaken for leaks classified as hazardous. These leaks will be scheduled for permanent repair within seven days or as soon as physically possible.

Grade 1 leaks may include, but are not limited to:

- All leaks under buildings or foundations
- All blowing or ignited gas scenarios
- All leaks inside buildings at or above 0.5% gas-in-air concentration
- All leaks inside enclosures containing electrical equipment.

Grade 2 - Intermediate – Leaks that are not hazardous at the time of discovery but may become hazardous to persons and property at some future date.

These leaks will be scheduled for permanent repair within sixty days, (60 days), from the date of discovery, or prior to the next scheduled leakage survey, whichever is sooner. However, all Grade 2 inside leaks will require prompt repair by the fuel gas piping/appliance owner and these facilities may be subject to shut-off and **RED TAGGED** until repair is confirmed.

Grade 2 leaks may include, but are not limited to:

- All outside leaks within ten feet, (10 ft.), of buildings where pavement surrounds the structure and within five feet, (5 ft.), where no pavement exists.

- All leaks inside buildings below 0.5% gas-in-air concentration
- All leaks which may migrate to, under or inside buildings
- All above ground piping leaks
- Leaks where man made venting is created to reduce migration and accumulation

Grade 3 – Non-Hazardous – Leaks that are not hazardous at the time of discovery and are not expected to become hazardous within the scheduled repair period. These leaks will be scheduled for permanent repair within one year, (1 yr.), of discovery.

During the scheduled repair period, these leaks will be re-evaluated on a six-month, (6 mo.), interval or by the end of the calendar year of discovery, whichever occurs first. These leaks will be re-classified as necessary.

All leak re-classification shall be performed using a CGI and/or bar hole equipment.

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All leaks requiring re-classification to *Grade 1* will be immediately reported to the General Manager.

- A leak that naturally vents to the atmosphere
- A leak that does not endanger persons or property including sewers manholes
- A leak with minimal migration

REPORTING/NOTIFICATION

Form 723 will be completed for each leakage survey. This record will include whether any leaks or no leaks were detected and maintained for the useful lifetime of the facility.

A Gas Odor/Leak Report, Appendix A, will be initiated for each leak detected and will be completed upon repair of the subject leak.

Form 605 will also be completed for each facility repair.

RELATED CODE PROCEDURES

Sub Part M: Maintenance

Sub Part L: Operations

Grade 3 leaks may include, but are not limited to:

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Figure 1 Bar hole Locations (Single Main)

Bar holes are to be driven at the approximate locations indicated below with a dot. The distance between bar holes shall not exceed fifty feet, (50 ft.), along the main and twenty feet, (20 ft.), along service lines between the curb and the building being served.

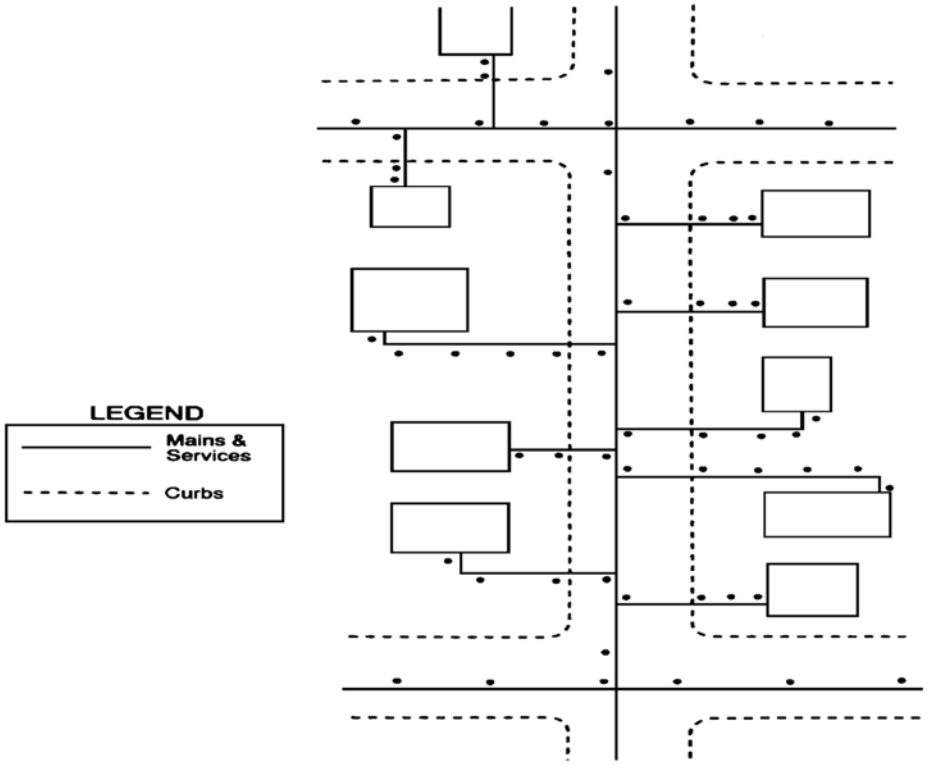

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Table A

Routine Leakage Survey			
Survey Categories	**Pressure System**	**Approved Methods**	**Maximum Interval**
1) Mains and/or service lines with history of frequent leak repair.	All Pressure Systems	FID/CGI	1 Year
2) Mains and service lines in unusually corrosive areas.			
3) Mains and service lines adjacent to school buildings, hospitals, and indoor places of large public assemblies.			
4) Mains and service lines in business districts			
5) Mains and service lines in other areas, including residential and industrial/commercial areas.			5 Years

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Table B

Special Leakage Survey		
Reason for Survey	**When to Survey**	**Approved Methods**
Damage	As directed by supervision	As directed by supervision
Over-Pressured system		
Area of potential leakage such as foreign construction		

Table C

Isolation Leakage Survey		
Reason for Survey	**When to Survey**	**Approved Method**
Leakage indicated on Routine or Special Leakage Survey	Depending on severity of leak	Bar hole for below ground

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Line Markers

SCOPE AND PURPOSE

This procedure is to ensure the safe operation of the pipeline system by installing and maintaining line markers as required by 49 CFR § 192.707. Line markers for mains and transmission lines.

RESPONSIBILITY

The General Manager is responsible to ensure that all pipeline markers are properly installed and maintained.

PERSONNEL SAFETY

There are no special personnel safety issues.

EQUIPMENT AND MATERIALS

Approved line markers.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 605OP, 703OP)

Inspection Frequency

Line markers must be inspected, and replaced as necessary, during regularly scheduled pipeline system patrolling.

Line Marker Terminology

Line markers will bear the terminology "**WARNING**", "**CAUTION**" or "**DANGER**" followed by "**GAS PIPELINE**". This required line marker terminology will have letters of one inch, (1"), in height and a one-quarter inch, (1/4"), stroke. Additionally, the operator name and telephone number (including area code) where the operator can be reached at all times must also be adhered to the line markers.

Line Marker Placement

Line markers will be placed and maintained where pipeline facilities are present along highways and associated crossings as well as at railroad crossings, and in areas where future construction of buildings is anticipated.

Line markers will be placed and maintained where pipeline facilities are located above ground in areas where these locations are accessible to the public. A "line-of-sight" method of placement will be adhered to.

Prominent markers will be affixed at regular intervals to pipe attached to causeway. Signs will be posted on north and south sides of causeway lift span to notify ship traffic of the presence of an underwater natural gas pipe.

REPORTING/NOTIFICATION

Form 721 will be completed during Patrolling efforts and maintained for the appropriate period. Damaged line markers must be scheduled for replacement at the earliest opportunity.

RELATED CODE PROCEDURES

Sub Part M: Maintenance

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SCOPE AND PURPOSE

This procedure is to ensure the safe operation of the pipeline system by recording and maintaining records of all repairs, patrols, surveys, inspections and tests required by 49 CFR Subparts (L) Operations and (M) Maintenance.

RESPONSIBILITY

The General Manager is responsible to ensure that all pipeline records are properly obtained and maintained according to the provisions of this procedure.

PERSONNEL SAFETY

There are no special personnel safety issues.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan

REPORTING/NOTIFICATION

The following records must be periodically obtained and maintained and recorded on appropriate forms.

Record Type	Interval
Public Awareness	1 year
Damage Prevention	1 year
Gas Odor/Leak Reports	3 years
Patrolling	5 years
Emergency Valves	5 years
Regulator Stations	5 years
Welding Qualification	5 years
Plastic Fusion Qualification	5 years
Leakage Surveys	Lifetime
General Repair	Lifetime
Cathodic Protection	Lifetime
Abandoned Facilities	Lifetime
MAOP Establishment	Lifetime

RELATED CODE PROCEDURES

Sub Part J: Test Requirements

Sub Part L: Operations

Sub Part I: Requirements for Corrosion Control

Sub Part M: Maintenance

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SCOPE AND PURPOSE

This procedure is to ensure the safe and proper general repair of distribution pipeline systems as required by 49 CFR § 192.605 (b) (1).

RESPONSIBILITY

The General Manager is responsible for ensuring that all pipeline system repairs are performed according to the provisions of this procedure.

Each defect or damaged pipeline segment that impairs serviceability or may pose a hazard to the public or the environment will be repaired, replaced or taken out of service at the earliest opportunity following discovery. Temporary repairs protecting the public and property may be utilized whenever permanent repair is not feasible at the time of discovery. (Refer to **Table 1** for specific defects and proper repair methods)

PERSONNEL SAFETY

All personnel are to utilize proper protective clothing/equipment when performing pipeline system repairs.

EQUIPMENT AND MATERIALS

All personnel are to utilize proper repair tools, materials and equipment required for each type of system repair.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 208OP, 209OP, 210OP, 211OP, 213OP, 219OP, 434OP, 482OP, 484OP& 763OP)

Permanent Field Repair

Whenever steel facilities can be taken out of service for repair purposes, repair shall be accomplished using a replacement segment of pre-tested steel pipe.

Whenever steel facilities cannot be taken out of service for repair purposes, steel facilities shall be repaired by welding.

Operating pressure may be reduced to a safe level during repair procedures for facilities that cannot be taken out of service. Whenever operating pressure is reduced during repair procedures, calibrated pressure gauges shall be used for monitoring pressure in order to avoid unintended pressure increase or buildup.

Repair by Welding

Only individuals that are qualified under 49 CFR § Part 192 Subpart E and Appendix C, as referenced in the Island Energy Welding Procedure, shall perform repair of steel gas facilities by welding. (Refer to **Table 1** for specific defects and proper repair methods)

Coating Repair

All steel pipe coating repair will be accomplished using Trenton™ Wax Tape, or equivalent, Application procedures, as follows:

1. For buried pipe, wire brush and wipe pipe surface to remove loose rust, scale, mastic, and other foreign material.
2. Where moisture is present, apply wax primer using rubber gloves displacing moisture. Also apply around exothermic weld areas.

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3. Apply **#1** wax tape using rubber gloves allowing at least 50% overlap and extending at least 4 inches over pre-existing coating surfaces. Ensure no air pockets are formed. Press and smooth lap seams.

4. Apply a 2-inch electrical tape outer cover using a 50% overlap method and extending at least 6 inches over existing coating surfaces.

5. For above grade pipe, follow items 1. through 4 using #2 wax tape. This tape may be painted if desired.

REPORTING/NOTIFICATION

Complete Form 605 for each facility repair. Specific repair type and components used must be specified on the Form. Location of repairs shall also be documented.

RELATED CODE PROCEDURES

Sub Part E: Welding of Steel in Pipelines

Sub Part G: General Construction

Sub Part M: Maintenance

49 CFR § 192.605 (b) (1)

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TABLE 1 FACILITY REPAIR			
DEFECT	**EXTENT OF DEFECT**	**REPAIR METHOD(S)**	**REPAIR RESTRICTION(S)**
Dent(s)	Causing little or no gas flow restriction and equal to or less than ¼ inch deep	No required repair.	
	Causing gas flow restriction or gouges, groove(s), arc burn(s), affecting permanent welds, and/or greater than ¼ inch deep	Weld Sleeving or Weld Clamping. Replacement of affected segment.	Proper selection of repair parts. Supervisor discretion.
Bends, Crimps	Distortion restricts gas flow and/or bend is extreme. (Typically caused by excavation equipment).	Replacement of affected segment.	Leak search affected segment and associated piping in each direction for a reasonable length to detect leakage and/or pullouts.
	Distortion does not restrict gas flow and/or is not extreme.	Weld Sleeving or Weld Clamping.	Proper selection of repair parts.
Scratches, gouges, notches, grooves, and similar defects.	10% or more loss of wall thickness.	Weld Sleeving Replacement of affected segment.	Proper selection of repair parts. Supervisor discretion.
	Less than 10% loss of wall thickness.	Grinding and Cleaning/Wrapping	Acceptable methods.

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DEFECT	EXTENT OF DEFECT	REPAIR METHOD(S)	REPAIR RESTRICTION(S)
Corrosion Pitting (Localized only)	10% or more loss of wall thickness.	Replace affected segment.	Supervisor discretion.
	Less than 10% loss of wall thickness.	Cleaning/Wrapping Replace affected segment.	Supervisor discretion.
Corrosion Pitting (Generalized)		Replace affected segment.	
Arc burns		Grinding and Cleaning/Wrapping	Acceptable methods.
Leaks (Temporary Only)		Install a leak clamp	Proper pipe preparation.

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DEFECT	EXTENT OF DEFECT	REPAIR METHOD(S)	REPAIR RESTRICTION
Elongations		Replace affected segment.	
Cracked Welds		Replace affected segment, or Weld Sleeving.	Supervisor discretion.
Fitting Leaks		Replace Fitting, or Weld Sleeving.	Supervisor discretion.

Notes: A *dent* is defined as a depression that produces a gross disturbance in the curvature of the pipe wall without reducing the effective pipe wall thickness. Dent depth is measured as the gap between the lowest point of the dent and an extension of the original contour of the pipe.

A *gouge*, *groove*, *arc burn* or *dent* may not be repaired by insert patching pounding out or filling in. Each gouge, groove, arc burn or dent that is removed shall be removed by cutting out and replacement using a pre-tested pipe segment of similar or greater strength.

Grinding of defects where permitted in **Table 1** is permitted only when at least one eighth inch, (1/8 in.), of the original weld bead remains.

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General Pipeline Repair

SCOPE AND PURPOSE

The purpose of this procedure is to ensure safe and proper installation and repair of plastic pipeline segments through application of accepted fusion techniques. This procedure complies with 49 CFR § 192.281: Plastic Pipe.

RESPONSIBILITY

The General Manager is responsible for ensuring that all plastic fusion installations and repairs are performed according to the provisions of this procedure.

PERSONNEL SAFETY

All personnel are to utilize proper protective clothing/equipment when performing pipeline fusion procedures.

EQUIPMENT AND MATERIALS

All personnel are to utilize proper fusion tools, materials and equipment required for each type of system fusion or joining.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan whenever plastic fusion is performed on a live gas facility. Accordingly, this activity may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 208OP, 210OP & 211OP)

Fusion Procedure Qualification

Island Energy will qualify all field personnel under the polyethylene pipe and fitting manufacturer joining procedure during regular operator qualification exam.

General Preparation-Butt Fusion

1. Clean and dry pipe ends using a clean cloth removing all dirt and other contaminants.
2. Place pipe ends in fusion machine and face down to stops.
3. Check Hi/Low alignment, adjust and re-face as necessary.
4. Check heater plate for proper temperature (**TABLE 1**).
5. Insert heating iron between aligned pipe ends bringing pipe ends firmly in contact with heating iron.
6. Heat pipe ends <u>using contact pressure only</u>, do not force bead formation. Look for uniformly sized bead around entire pipe circumference, (both ends). Pipe is properly heated when melt swell bead width matches values in **TABLE 2** below.
7. Remove heating iron and fuse pipe ends using enough pressure to roll melt swell bead over both pipe surfaces (double bead). <u>DO NOT SLAM PIPE ENDS TOGETHER</u>. Apply proper fusion hold pressure, (**TABLE 1**). Hold fusion pressure for required cooling time of thirty, (30), seconds per inch of pipe diameter, (**TABLE 3**). If pressure gauge is not available, proper pressure should be determined by formation of final fusion bead width (**TABLE 4**).
8. Fusion may be removed from machine at end of cooling time under pressure. Allow an additional twenty, (20), to sixty, (60), minute cooling time prior to rough handling and/or application of leak test pressure. (Allow longer time for larger diameters).
9. Inspect fusion for continuous uniform bead over entire pipe circumference, (**TABLE 4**).

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TABLE 1
FUSION INTERFACE PRESSURE GUIDE

HEATER TEMP.	HOLD PRESSURE
500 °F +/- 10 °F	80 psig +/- 15 psig
440 °F +/- 10 °F	60 psig +/- 15 psig

TABLE 2
MELT SWELL BEAD WIDTH GUIDELINE

PIPE DIAMETER	MELT BEAD WIDTH
¾"	1/16"
2"	About 1/16"
4" – 6"	1/16" – 1/8"

TABLE 3
FUSION COOLING TIME

PIPE DIAMETER	TIME (seconds)
¾"	30
2"	60
4"	120
6"	180

TABLE 4
FINAL FUSION BEAD WIDTH GUIDELINE

PIPE DIAMETER	MELT BEAD WIDTH
¾"	1/16"
2" – 6"	1/8"

Butt Fusion Tips

1. Keep heating iron surfaces clean using wooden sticks or lint free non-synthetic clothe. Do not lay iron on grass or dirt. Always use proper iron holder.
2. Shield fusion machine from inclement weather and wind.
3. Avoid using fusion machine in a combustible gas atmosphere.

General Preparation-Saddle Fusion

1. Clean and dry pipe using a clean cloth removing all dirt and other contaminants.
2. Clean heating iron surfaces with clean lint free non-synthetic cloth.
3. Roughen main surface to be fused using 60 grit emery cloth about one inch, (1"), beyond fusion area. Brush away residue.
4. Roughen fitting fusion surface using 60 grit emery cloth. Brush away residue.
5. Install fusion machine onto main using a bolster plate on 3 IPS and smaller sizes.
6. Insert fitting chimney into application tool holder and seat base on main and secure fitting into holder.
7. Place heater on main centered beneath fitting. Place fitting against heater face. Apply and maintain pressure during heating. Heater time starts after heater face is firmly seated on main. During heating, the heater face may be rocked about 2° to assure full contact with main surface.
8. Remove fitting from heater and heater from main with quick snapping actions and quickly inspect melt surfaces for full release from iron and complete melting. If surfaces are unacceptable, continue to step 11. Acceptable preheating melt bead should be in close agreement with **TABLE 5**.

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9. Within three seconds, (3 sec.), from heater removal, press fitting onto pipe with firm pressure until melt bead size is formed around the base of the fitting. Hold for required pressure and time, **(TABLE 6)**. DO NOT SLAM TOGETHER.
10. After three additional minutes, (3 min.), cooling time, remove application tool.
11. Inspect fusion for full melt bead around fitting base, **TABLE 7**. If bead appearance is unacceptable, cut off top of fitting to prevent use and apply new fitting on a new section of main.
12. Allow an additional ten minutes, (10 min.), before tapping or applying leak test pressure to standard tapping tees or service saddles. Allow an additional thirty minutes, (30 min.), before tapping or applying leak test pressure to High Volume (HVTT) tapping tees or branch saddles.

TABLE 5
PREHEAT MELT BEAD SIZE
(Heater Temperature 500 °F +/- 10 °F)

PIPE SIZE	BEAD THICKNESS
2"	1/16"
3" & LARGER	1/8"

TABLE 6
HEATING AND MINIMUM COOLING TIME GUIDELINES
(Heater Temperature 500 °F +/- 10 °F)
(Pressure Applied = 60 psig to 80 psig)

HEATING CYCLE		COOLING CYCLE
PIPE SIZE	TIME	TIME
2"	50 sec.	70 sec.
3" & LARGER	50 sec.	70 sec.

TABLE 7
FUSION MELT BEAD SIZE
(Heater Temperature 500 °F +/- 10 °F)

PIPE SIZE	BEAD THICKNESS
2"	1/8"
3" & LARGER	> 1/8"

Saddle Fusion Tips

1. Keep heating iron surfaces clean using wooden sticks or lint free non-synthetic cloth. Do not lay iron on grass or dirt. Always use proper iron holder.
2. Shield fusion machine from inclement weather and wind.
3. Avoid using fusion machine in a combustible gas atmosphere.

Electrofusion

Any Island Energy employee that is qualified in this plastic piping fusion type may perform electrofusion.

REPORTING/NOTIFICATION

Keep record of each employee fusion qualification in employee file. List size(s) and type(s) of fusion for each employee.

Exemption for self-identified mistakes and corrections: A qualified technician who immediately identifies a unacceptable plastic pipe weld/fuse that he/she has made, they shall be allowed to cut out and redo the said weld/fuse without having to be re-evaluated or re-certified for the OQ task.

REPORTING/NOTIFICATION

Complete Form 605 for each facility repair. Specific repair type and components used must be specified on the Form. Location of repairs shall also be documented.

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RELATED PROCEDURES

Design/Constr. 303: Construction.

Maintenance 605-B1: General Pipeline Repair.

Sub Part F: Joining of Materials

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SCOPE AND PURPOSE

This procedure establishes criteria for qualification of pipeline welding processes and qualification of persons performing welding procedures according to the established process in accordance with 49 CFR Subpart E, *Welding of Steel in Pipelines.*

RESPONSIBILITY

The General Manager is responsible for ensuring that all pipeline welding is performed according to the provisions of this procedure.

Weld defects that impair pipeline serviceability or may pose a hazard to the public or the environment will be repaired or replaced at the earliest opportunity following discovery.

PERSONNEL SAFETY

All welding personnel are to utilize proper protective clothing/equipment when performing pipeline system repairs by welding. All necessary precautions will be taken to avoid explosions and uncontrolled fires during welding activities.

Welding Area Safety

No facility will be welded that is leaking until such a segment has been properly purged using air.

A CGI will be used prior to entry into trenches ≥ 5 feet in depth in order to determine whether there is a combustible gas mixture present. Low oxygen level will also be checked. Respiratory equipment and a fire extinguisher will be available at the trench site. A safety harness, lifeline, and ingress/egress ladder will also be provided.

All work will be properly supported.

During power wire cleaning and grinding procedures, all employees within fifteen feet, (15 ft.), of the work will use safety eye protection. Such employees will also use adequate safety eye protection to avoid flash burn.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 19 §192.277, CT. 42 §192 Subpart E, CT. 43 §192.243)

WELDING PROCEDURES

The following welding procedures are detailed in this standard:

1. ARC – 2" thru 12" diameter pipe, wall thickness of 0.188" thru 0.750"
2. ARC – less than 2" diameter pipe, wall thickness less than 0.188"
3. ARC – 2" thru 12" diameter pipe, wall thickness less than 0.188"
4. OXYACETYLENE – 1 ¼" diameter pipe and smaller, wall thickness less than 0.188"
5. ARC FILLET – 2" thru 12" diameter pipe, wall thickness less than 0.188"

The Weld Test Report for these welding procedures is included in this standard, (**Figure 3**).

Welder Qualification

Each welder, whether Island Energy personnel or contractor personnel, shall be

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qualified through a Welder Qualification Test before being allowed to weld on Island Energy facilities.

This test shall be in accordance with the provisions of section I of Appendix C, 49 CFR Part 192.

Certification Card and Validation Period
Upon successful completion of the Welder Qualification Test, the welder shall be issued a WELDER CERTIFICATION CARD. The welder must possess this card while on Island Energy job sites and present the card to the Construction Inspector for review, upon request. It is the responsibility of the Construction Inspector to check the card of each welder before each construction project.

Welding Inspection
In accordance with 49 CFR § 192.241, a visual inspection of all welding must be performed on facilities that operate at a pressure that produces a hoop stress of less than 40 percent of SMYS to ensure that the welding is performed in accordance with Island Energy Welding Procedures.

Limitations on Welders
No welder may weld using a particular welding process unless, within the preceding six, (6), calendar months, the welder has engaged in welding with that particular process.

Process Limitations
The following process limitations are in effect when used on Island Energy facilities:

1. Oxyacetylene may only be used on 1 ¼" pipe and smaller, and on systems that operate at 100 psig or less. Oxyacetylene may not be used on "hot taps" of any kind, including service tees on live mains. The Metal Arc process is encouraged on Island Energy facilities.
2. Metal Arc with Group I rod can be used for all welding purposes except "hot taps" on facilities operating in excess of 100 psig.

Joint Limitations
Metal Arc Fillet welding on bell end steel pipe shall be limited to systems with an established Maximum Allowable Operating Pressure, (MAOP), of 100 psig or less.

Miter Joint Limitations
Weld fittings are preferred in place of making miter joints for line direction changes. However, if a miter joint is made, it cannot deflect the pipe more than 12 ½ degrees, (> 12 ½ °), for systems operating at a pressure that produces a hoop stress of 20% of SMYS or less. The distance between miter joints must be equal to or greater than the outside diameter of the line being welded, measured from the crotch of each joint.

Cutting Welds for Testing
At the option of the Island Energy General Manager, each welder may perform a test weld before a major construction project begins. The General Manager may also request that any field production weld be cut out during or after the construction project.

Test welds or field production welds may be tested at the construction site in accordance with paragraph 3.4 of the API 1104 Standard or sent to an approved independent weld testing firm.

The first cut out weld on a construction project shall be at the Contract welder's expense regardless of the results of weld test quality. However, Island Energy shall bear the cost of

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each successive weld cut out for testing purposes provided the weld testing results are found to be satisfactory. The Contract welder shall bear the cost of testing each cut out weld that is found to be unsatisfactory.

Costs for weld testing will be determined prior to actual cutting out and testing.

Field Beveling
All plain end pipe is ordered with a mill bevel of thirty degrees, (30 °), for welding. When pipe ends must be beveled in the field, the ends should be beveled by a machine tool, oxygen cutting, or plasma cutting. Manual oxygen cutting may be approved by the General Manager if the beveled ends are reasonably smooth and uniform. Pipe end preparation shall be in accordance with **Figure 1**.

Flange Welds
Flange welds shall be in accordance with **Figure 2**.

Protection from Weather
Welding shall not be performed when the quality of the completed weld would be impaired by the prevailing weather conditions, including but not limited to, airborne moisture, blowing sands and high winds. Care shall be taken that welds are not water quenched by moisture (rain snow, etc.). Windshields may be used when practical. The General Manager shall decide if weather conditions are suitable for welding.

Repair or Removal of Defects
Each weld that is found to be unacceptable by visual inspection by the General Manager or his designee must be removed or repaired. A weld must be removed if it has a crack that is more than one inch, (1 in.), in length or penetrates the root bead or second pass bead.

Each weld that is repaired must have the defects removed to clean metal and the segment to be repaired must be preheated. After repair, the segment of the weld that was repaired must be inspected to ensure acceptability. Unacceptable repairs must be completely removed and a new weld made.

Welder Certification Procedure
The Island Energy Welder Certification Procedure shall be in accordance with Appendix C of 49 CFR Part 192. A Weld Test Report shall be maintained at the Island Energy Gas Headquarters for each Qualified Welder (**Figure 3**).

REPORTING/NOTIFICATION

Complete Form 605 for each weld repair. Specific repair type and components used must be specified on the Form.

RELATED CODE PROCEDURES

Sub Part G General Construction Requirements

Sub Part L Operations

Sub part M Maintenance

Subpart E, *Welding of Steel in Pipelines*.

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ISLAND ENERGY STANDARD WELDING PROCEDURE B-1
BUTT WELDS

SMAW Shielded ARC Metal – 6" diameter pipe, and smaller, butt welds, wall thickness of 0.188" thru 0.216".

General

This procedure has been qualified in accordance with Appendix C of 49 CFR Part 192 and is the only arc process that may be used on steel pipe meeting the specification requirements and size/wall criteria of this procedure.

Application

This procedure can be used on all Island Energy steel gas systems and pressures.

Procedure

PROCESS: Welding shall be performed using the shielded metal arc process.

PIPE METALS: The pipe material shall conform to one of the following specifications:
ASTM A-105, API Standard 5L Grade B Seamless.

JOINT DESIGN: Pipe ends shall be beveled to an angle of thirty degrees, (30 °), plus five degrees, (+5 °), minus zero degrees, (-0 °) with a root face of 1/16" plus or minus 1/32".
The bevel shall form a "V" groove with an included angle of sixty degrees, (60 °). The root opening shall be 3/32" plus or minus 1/16". (See Figure 1).

FILLER METAL: The filler metal shall conform to AWS classification E6010, 5P (See Table 1).

SIZE OF ELECTRODE AND NUMBER OF BEADS: The first two passes, ("stringer bead" and "hot pass") shall be run with 3/32" diameter electrodes. The remainder of the weld shall be made with 1/8" diameter electrodes. The completed weld shall consist of a minimum of three beads. (Includes production welding of service tees onto the main).

ELECTRICAL CHARACTERISTICS: The welding current shall be DC reverse polarity, (electrode positive). When 3/32" electrodes are used, the permissible current range shall be 40 – 75 amperes with an accompanying voltage range of 18 – 24 volts. When 1/8" diameter electrodes are used, the permissible current range shall be 40 – 75 amperes with an accompanying voltage range of 18 – 24 volts. (See Table 2).

POSITION: Welding shall be performed with the pipe axis in a fixed horizontal position.

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DIRECTION OF WELDING: Welding shall proceed downward from the top center to any point on the side of the pipe to bottom center.

NUMBER OF WELDERS: One welder may be used to run the root bead. One welder may be used to run all passes subsequent to the root bead, ("stringer bead"), on all sizes of pipe.

TIME LAPSE BETWEEN PASSES: The second pass, ("hot pass"), shall follow the root bead, ("stringer bead"), within five minutes, (5 min.), except when unavoidable circumstances prevail which make this requirement impractical. All second passes, ("hot passes"), shall be completed before the end of the day. The entire weld should be completed before the end of the day.

TYPE OF LINE-UP CLAMP: External line-up clamps may be used when practical.

REMOVAL OF LINE-UP CLAMPS: Line-up clamps may be removed when completion of a sufficient amount of the root bead, ("stringer bead"), has been completed to maintain the joint spacing and prevent high-low in the joint in the absence of line-up clamps.

CLEANING: All rust, dirt, and foreign matter shall be removed from the bevel surface before welding is started. The root bead, ("stringer bead"), shall be power ground to eliminate slag inclusion, ("wagon tracks"), before the next bead is applied. The remaining passes shall be cleaned with power tools. Holes must be cleaned with ice picks or chisels. The finished weld must be cleaned.

PREHEAT: Preheat shall be required for piping when the ambient temperature is below forty degrees Fahrenheit, (40 °F), before welding commences. The joint shall be preheated to a temperature of two hundred degrees Fahrenheit, (200 °F), before welding commences and verified with a Temperature Stick.

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ISLAND ENERGY STANDARD WELDING PROCEDURE F-1
FILLET WELDS

SMAW Shielded ARC Metal – 6" diameter pipe, and smaller, fillet welds, wall thickness of 0.188" thru 0.216".

General

This procedure has been qualified in accordance with Appendix C of 49 CFR Part 192 and is the only arc process that may be used on steel pipe meeting the specification requirements and size/wall criteria of this procedure.

Application

This procedure can be used on all Island Energy steel gas systems and pressures.

Procedure

PROCESS: Welding shall be performed using the shielded metal arc process.

PIPE METALS: The pipe material shall conform to one of the following specifications:
ASTM A-105, API Standard 5L Grade B Seamless.

JOINT DESIGN: Pipe ends shall be beveled to an angle of thirty degrees, (30 °), plus five degrees, (+5 °), minus zero degrees, (-0 °) with a root face of 1/16" plus or minus 1/32".
The bevel shall form a "V" groove with an included angle of thirty degrees, (30 °). The root opening shall be 1/16" plus or minus 1/32". (See Figure 2). The final bead will not protrude in excess of ¼" above the horizontal pipe segment.

FILLER METAL: The filler metal shall conform to AWS classification E6010, 5P (See Table 1).

SIZE OF ELECTRODE AND NUMBER OF BEADS: The first two passes, ("stringer bead" and "hot pass") shall be run with 3/32" diameter electrodes. The remainder of the weld shall be made with 1/8" diameter electrodes. The completed weld shall consist of a minimum of three beads. (Includes production welding of service tees onto the main).

ELECTRICAL CHARACTERISTICS: The welding current shall be DC reverse polarity, (electrode positive). When 3/32" electrodes are used, the permissible current range shall be 40 – 75 amperes with an accompanying voltage range of 18 – 24 volts. When 1/8" diameter electrodes are used, the permissible current range shall be 40 – 75 amperes with an accompanying voltage range of 18 – 24 volts. (See Table 2).

POSITION: Welding shall be performed with the pipe axis in a fixed horizontal position.

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DIRECTION OF WELDING: Welding shall proceed downward from the top center to any point on the side of the pipe to bottom center.

NUMBER OF WELDERS: One welder may be used to run the root bead. One welder may be used to run all passes subsequent to the root bead, ("stringer bead"), on all sizes of pipe.

TIME LAPSE BETWEEN PASSES: The second pass, ("hot pass"), shall follow the root bead, ("stringer bead"), within five minutes, (5 min.), except when unavoidable circumstances prevail which make this requirement impractical. All second passes, ("hot passes"), shall be completed before the end of the day. The entire weld should be completed before the end of the day.

TYPE OF LINE-UP CLAMP: N/A.

REMOVAL OF LINE-UP CLAMPS: N/A.

CLEANING: All rust, dirt, and foreign matter shall be removed from the bevel surface before welding is started. The root bead, ("stringer bead"), shall be power ground to eliminate slag inclusion, ("wagon tracks"), before the next bead is applied. The remaining passes shall be cleaned with power tools. Holes must be cleaned with ice picks or chisels. The finished weld must be cleaned.

PREHEAT: Preheat shall be required for piping when the ambient temperature is below forty degrees Fahrenheit, (40 °F), before welding commences. The joint shall be preheated to a temperature of two hundred degrees Fahrenheit, (200 °F), before welding commences and verified with a Temperature Stick.

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TABLE 1 – Filler Materials

AWS Electrode Classification	Manufacturer Designation	Current and Polarity
E 6010, 5P or E7010	1/8", 3/32" Lincoln APCI 610-6-60 5P+ or comparable	DCV, Reverse Polarity

TABLE 2 – Power Specifications

Bead Number	Amperage	Voltage	Speed of Travel
1	40 - 75 amps	18 – 24 DCV	6 – 18 in./min.
2	40 - 75 amps	18 – 24 DCV	6 – 18 in./min.
3	40 - 75 amps	18 – 24 DCV	6 – 18 in./min.

Note: Additional Beads May Be Required

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Butt Weld Pipe End Preparation Details

FIGURE 1

Butt Weld Joint

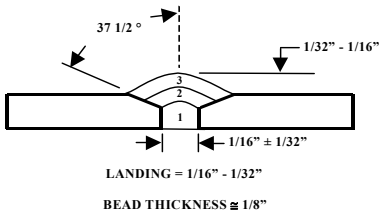

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Figure 2
Fillet Weld Details

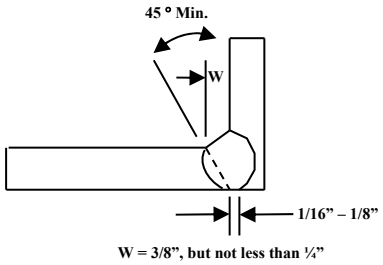

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Figure 3
Weld Test Report

Welding Procedure No. _____ Test Date: ____/____/____ Weld Test Report No.: _____

Welding Procedure Qualification [ ] Welder Qualification [ ]

Welder Information: Island Energy Employee [ ] Contract Welder [ ]

Name : _____ Qualification Expiration Date: ____/____/____

Address: _____ Telephone Number: _____

Test Location: Shop [ ] Field [ ] (Specify Job Name) _____

Weather: _____ Temperature: _____° F

Welding Machine Manufacturer: _____ Size: _____

Pipe: NPS _____ Spec _____ Grade _____ SMYS _____ Wall t _____ in.

Butt Weld Record:

Line up Clamps: External Removed After _____ % of Root Bead None Used [ ]

Preheat: N/A [ ] Method/Time/Temperature: _____

Bead Number	1	2	3
Electrode Size, in.			
Electrode Type			
Voltage/Amperage			
Speed of Travel in./min.			
Time Lapse, min.			

Weld Teat Results:

Visual Inspection:	Neat Workmanlike Appearance	Pass [ ]	Fail [ ]
	Cracks, Penetration and Burn-Through	Pass [ ]	Fail [ ]
	Undercutting and Rolled Edges	Pass [ ]	Fail [ ]

Remarks: _____

Butt Weld Root and Face Bend Tests Results:

	Longest Defect in the Weld or Between the Weld and Fusion Zone	Criteria *
Root Bend Specimen 1	_____	L Max.
Root Bend Specimen 2	_____	L Max.
Face Bend Specimen 1	_____	L Max.
Face Bend Specimen 2	_____	L Max.

* L = the smaller of 1/8" or ½" x the least Nominal Wall Thickness of the Specimen

QUALIFIED [ ] NOT QUALIFIED [ ] Remarks: _____

Tested By: _____ Welder Signature: _____

Distribution of Copies: Welding File [ ] Welder [ ] Welding Inspector [ ]

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Testing for Service Line Reinstatement

SCOPE AND PURPOSE

The purpose of this procedure is to ensure safe and proper testing of service lines that have been disconnected and are being reinstated. This procedure complies with 49 CFR § 192.725: Test requirements for reinstating service lines.

RESPONSIBILITY

The General Manager is responsible for ensuring that all service line reinstatement tests are performed according to the provisions of this procedure.

PERSONNEL SAFETY

All personnel are to use proper protective clothing/equipment when performing service line reinstatement testing.

EQUIPMENT AND MATERIALS

All personnel are to utilize proper testing tools, materials and equipment required for service line reinstatement tests including a compressed air supply and calibrated pressure gauge.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may be only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 502OP)

Each disconnected service line to be reinstated must undergo a leak test as if the service line was a new facility in the same location. This test is to be made prior to placing the subject facility into service according to the provisions of Sub Part J - Test Requirements.

All tests shall be recorded including test medium, name of employee(s) performing test, test duration, date of test, test pressure and leak(s)/failure(s) disposition.

REPORTING/NOTIFICATION

Form 503 shall be completed by field personnel for each leak test and maintained at the Operations Headquarters for the useful life of the facilities.

RELATED CODE PROCEDURES

Sub Part G – General Construction

Sub Part J – Test Requirements

Sub Part M – Maintenance

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Abandonment of Pipeline Facilities

SCOPE AND PURPOSE

This procedure is to ensure the safe and proper abandonment of pipeline facilities as required by 49 CFR § 192.727: Abandonment or deactivation of facilities.

RESPONSIBILITY

The General Manager is responsible for ensuring that all pipeline facility abandonment is performed according to the provisions of this procedure.

Defective or damaged pipeline segments that impair serviceability or may pose a hazard to the public or the environment must be abandoned whenever the subject facility is not to be scheduled for permanent repair.

PERSONNEL SAFETY

All personnel are to utilize proper protective clothing/equipment when performing facility abandonment activities.

EQUIPMENT AND MATERIALS

All Island Energy personnel are to utilize proper tools, materials and equipment required for each facility abandonment activity.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 742OP)

Procedures

1. All buried mains that are to be abandoned shall be disconnected from all sources of product supply, purged of gas and sealed at both ends.
2. Facilities containing a volume of gas that is determined to be non-hazardous will not require purging. Determination shall be made using a CGI.
3. End sealing of mains may be achieved using mechanical end seal devices or poly foam kits.
4. All gas service lines that are to be disconnected at the meter for an extended period shall be shut-off at the service riser valve and either locked or sealed.
5. Where applicable, State Highway, Municipal, State or other political subdivision ordinances, statutes or regulations shall be complied with during facility abandonment.

REPORTING/NOTIFICATION

All pipeline facility abandonment projects shall be recorded on appropriate system maps. A detailed description of abandoned facilities shall accompany each map record which may include information such as quantity of material, size/type, grade, wall thickness, date, method of sealing, method of purge, purge medium, volume of gas remaining in facility (as applicable), job number, reference map number(s), and reason for abandonment. (Form 727).

RELATED CODE PROCEDURES

Sub Part L - Operations.

Sub Part M - Maintenance

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Pressure Relief Valve Maintenance

SCOPE AND PURPOSE

The purpose of this procedure is to ensure safe and proper inspection, testing and maintenance of pressure relief valves, (PRV), as required by 49 CFR § 192.739 and 743.

RESPONSIBILITY

The General Manager is responsible for ensuring that all PRV inspection, testing and maintenance is performed according to the provisions of this procedure.

PERSONNEL SAFETY

All Island Energy personnel are to use proper personal protective clothing/equipment when performing PRV inspection, testing and maintenance.

EQUIPMENT AND MATERIALS

All Island Energy personnel are to utilize proper materials and equipment required for PRV inspection, testing and maintenance.

Required materials and equipment include:

- Fire extinguishers present at the work location.
- A regulated Nitrogen test gas vessel, with a pressure gauge, ample pressure and volume, is to be used for performing all PRV pressure testing/setting.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may be only be performed by or directed and observed by an individual(s) who is/are currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 602OP, 714OP)

Daily and Periodic Pressure Monitoring

Pressures will be monitored as noted at the following locations:

1. At the main gate station on first pipe section after the Island Energy gas system is connected to the PG&E source. The gauge shall be equipped to capture and record any spikes. Daily reading will be noted in the document containing the master meter readings. Evidence of pressure spikes will be noted in document.
2. At the Island Energy offices using digital gauge adjacent to meter. Daily reading will be noted in the document containing the master meter readings.
3. On the distribution supply main just downstream of the lateral piping that supplies the PRV assembly in order to monitor the operating pressure of the distribution supply pipeline during PRV inspection, testing and maintenance, and during normal operating conditions. The gauge shall be equipped to capture and record any spikes since last inspection.

Calibrated Gauges, and Flow Control Valves

Calibrated gauges used during PRV testing and maintenance, must be installed at the following locations:

1. At the inlet side of the regulator assembly on the PRV Nitrogen test gas vessel.
2. On the PRV inlet test gas piping assembly **[A]**, located between the upstream Block Valve, **[BV]**, and the PRV.

NOTE: *The four inch, (4 in.), upstream Block Valve,* **[BV]***, is normally required to be operationally maintained and locked in the "fully open" position, except during PRV inspection, testing and maintenance*.

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Annual Validation of PRV Capacity Sufficiency

The sufficiency of the PRV capacity was determined in a study performed by GTS. (*Relief Valve Study for Island Energy, GTS, 4/22/2014* copy in Appendix H.) The study assumes the MAOP of the PG&E source pipeline is 100 PSIG. At intervals not exceeding fifteen (15) months, but at least once each calendar year, the current MAOP of the source pipeline will be validated to not exceed 100 PSIG. If the source MAOP remains at 100 PSIG or less, no further actions are necessary (49 CFR § 192.743b). If the source MAOP exceeds 100 PSIG, a new study shall be conducted to determine if the PRV capacity is sufficient. If it is not, a new or additional device will be installed (49 CFR § 192.743c).

PRV Inspection and Testing

The PRV assembly must be inspected and tested at intervals not exceeding fifteen (15) months, but at least once each calendar year. This procedure shall include, but not be limited to, the following:

PRV Visual Inspection

1. Corrosion - Including evidence of pitting, rust, and any need of painting/coating.
2. Damage – Physical damage to facility including enclosure and surroundings.
3. Pressure Recording Chart – Check for proper pressure readings and possible damage.
4. Flanges – Leakage free.
5. Dirt/Debris – Accumulation on or around facility.
6. Valves – Leakage free.
7. Valve Locks – In place, locked and operational.
8. Facility Warning Signage – correctly placed and legible, updated.
9. Enclosure and Grounds – condition of enclosure, paint, appearance of property.
10. Record all observations and any remedial actions using Form 739.

PRV Operational Inspection and Testing (**REFER TO FIGURES 1 AND 2**):

1. Ensure that the Upstream Block **[BV]**, is initially in the "*fully closed*" position.
2. Ensure that the gauge, **[P1]**is correctly installed and not visually damaged.
3. Connect the supply line from the regulated Nitrogen test gas vessel to the PRV inlet Flow Control Valve at **[A]**. This Flow Control Valve must initially be in the "*fully closed*" position.
4. "*Slowly*" introduce Nitrogen supply pressure into the supply line. The supply pressure should be set and maintained to the desired PRV outlet set pressure prior to testing.
5. "*Slowly*" open the inlet Flow Control Valve at **[A]**, introducing Nitrogen supply pressure into the PRV.
6. Observe the test gauge **[P1]** to determine the pressure at which the inlet gauge, **[P1]**, value drops and sound of gas release is heard. *This pressure change indicates that the PRV has started to open.*

NOTE: *The maximum pressure value initially observed on the inlet test gauge,* **[P1]***, just prior to the pressure drop, is the PRV outlet set pressure* (should be 52 psig).

9. Record the initially (first) observed PRV outlet set pressure using Form 739.
10. If the initially observed PRV outlet set pressure is correct, obtain a second

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acceptable test pressure value, for comparison, before discontinuance of PRV test procedures. Second or final PRV outlet set pressure should be recorded on the Form 739 used above.

11. "*Fully close*" the Nitrogen supply Flow Control Valve at **[A]** and the Nitrogen supply vessel valve.
12. "*Slowly*" and "*fully*" open the upstream Block Valve, **[BV]**, and install the valve lock.

PRV Operational Set Pressure Adjustment

NOTE: *PRV outlet set pressure adjustment requires use of the Nitrogen supply vessel at* **[A]** *as described in items* 1. *through* 8.*, above*.

(Items **[4]**, **[33]**, **[34]**, and **[35]** are found on **FIGURE 2**).

1. If an increase in PRV outlet set pressure is needed, "*slowly*" and "*fully*" remove the PRV Adjustment Cap, **[34]**. While "*firmly*" holding the Adjusting Screw, **[35],** "*slightly*" loosen the Adjusting Screw Nut,
2. **[33]**, and turn the Adjusting Screw, **[35]**, by not more than one, (1 ea.), full turn in the clockwise direction.

NOTE: *The PRV Nozzle Adjusting Ring Pin,* **[4]***, is* ***never*** *to be used except by PRV a manufacturer representative*.

3. Repeat steps 6. through 10. above, until the desired outlet set pressure is achieved.
4. If a decrease in PRV outlet set pressure is needed, follow item 1. above, turning the Adjusting Screw, **[35]**, in the counter-clockwise direction, then repeat item 2. above.
5. When all PRV testing and maintenance is completed, tighten the Adjusting Screw Nut, **[33]** while "*firmly*" holding the Adjusting Screw, **[35]**. Then, replace the Adjustment Cap, **[34]**.
6. Follow items 11. through 13. above.
7. Test the inlet upstream Block Valve, **[BV]**, and PRV flanges for leakage. Tighten and/or replace the any leaking flange gasket(s), as necessary.
8. Check the poly PRV Atmospheric Vent Cap for integrity.
9. Record all activities and final PRV outlet set pressure using Form 739.

REPORTING/NOTIFICATION

Complete Form 739 for all PRV inspection, testing and maintenance.
All other types of facility maintenance and repairs must also be specified using Form 739.

RELATED CODE PROCEDURES

487-A Remedial Action for General Corrosion
487-B Remedial Action for Localized Corrosion
605-B1 General Pipeline Repair
605-B5 Startup-Shutdown-Purging
709 Record Keeping
747 Valve Inspection and Maintenance
751 Prevention of Accidental Ignition
743 Pressure limiting and regulating stations: Capacity of relief devices

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FIGURE 1

PRV MAINTENANCE/TESTING DIAGRAM

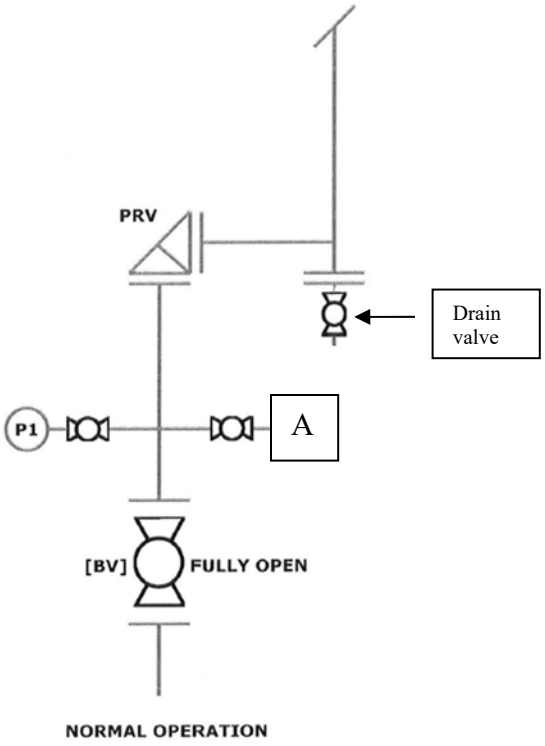

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FIGURE 2

PRV PART NUMBER IDENTIFICATION LIST

1) Base
2) Nozzle
3) Adjustment Ring
4) Adjustment ring pin
5) Adjustment ring pin gasket
6) Disc
7) Retainer Lockscrew
8) O ring retainer
9) O ring seat seal
10) Disc retainer
11) Eductor tube
13) Guide
14) Disc Holder
15) Guide Gasket
23) Spindle Retainer
24) Stud Nuts
25) Base Studs
26) Spring Washer
27) Vent pipe plug
28) Spindle
29) Spring
30) Bonnet
31) Cap Gasket
33) Adjusting Screw nut
34) Cap
35) Adjusting Screw

Not shown base plug

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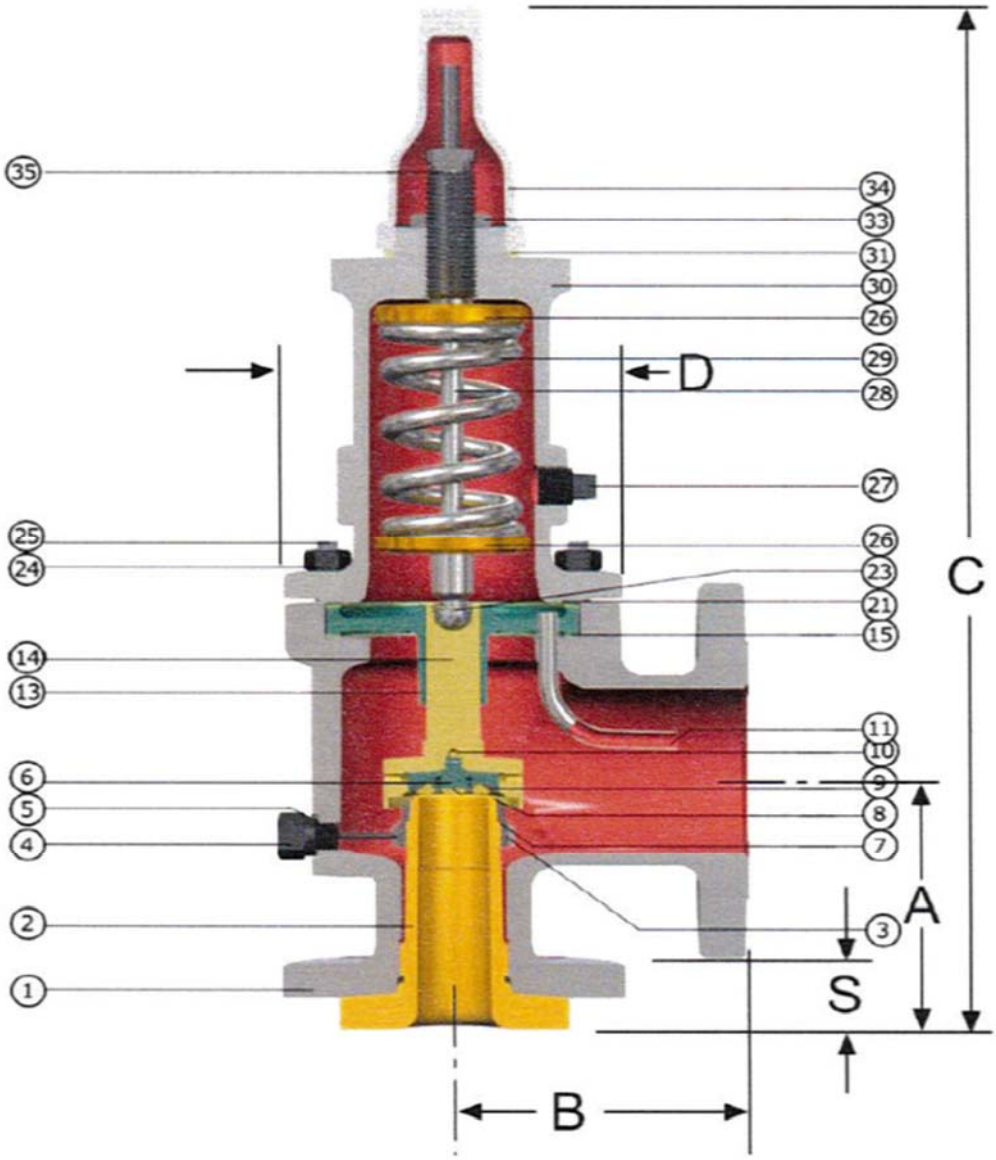
1.

FIGURE 2

PRV BODY DIAGRAM



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Valve Inspection and Maintenance

SCOPE AND PURPOSE

This procedure is to ensure the safe and proper operation of valves, which may be required during an emergency as well as during normal operations under 49 CFR § 192.747.

RESPONSIBILITY

The General Manager is responsible for ensuring that all valves intended for emergency and normal operations of the distribution system are inspected according to the provisions of this procedure.

PERSONNEL SAFETY

All personnel are to use proper protective clothing/equipment when valve inspection and maintenance.

EQUIPMENT AND MATERIALS

Refer to the valve manufacturer's literature for required equipment and materials.

Where such literature does not exist, the OQ qualified technician may use approved trade tools and materials.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 007OP)

Inspection Frequency

Each valve indicated on system plats/maps shall be inspected at least once each calendar year at intervals not to exceed 15 months.

Inspection Steps

1. Check that the valve is in the proper operating condition.
2. Visually inspect for signs of tampering or damage.
3. Check valve locks, if normally used. Replace as necessary.
4. Check for leaks.
5. Partially operate distribution valves to ensure proper operation during emergencies and normal operations. CAUTION: Care should be taken when partially operating valves that require less than one, (1), full turn to open or close. Lubricate valve according to manufacturer recommendations, as applicable.
6. SERVICE RISER VALVES ARE NOT INCLUDED UNDER THIS PROCEDURE.
7. All internal valve maintenance is to be performed when valve is out of service either by complete removal or bypassing.
8. Refer to the valve manufacturer literature for proper repair of valve components.
9. Replace valve(s), as necessary.

REPORTING/NOTIFICATION

Complete Form 747 for each valve inspection. Notify the General Manager of any problems that could not be repaired during the inspection.

RELATED CODE PROCEDURES

Sub Part I – Requirements for Corrosion Control

Sub Part L - Operations

Sub Part M - Maintenance

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Prevention of Accidental Ignition

SCOPE AND PURPOSE

This procedure is to ensure the prevention of accidental ignition of gas as required by 49 CFR § 192.751: Prevention of accidental ignition.

RESPONSIBILITY

All Island Energy employees are responsible for ensuring the prevention of accidental ignition of gas according to the provisions of this procedure.

PERSONNEL SAFETY

All Island Energy personnel are to utilize proper protective clothing/equipment when performing pipeline system operations and maintenance functions in the presence of a gaseous atmosphere.

EQUIPMENT AND MATERIALS

All Island Energy personnel are to utilize proper repair tools, materials and equipment required for all pipeline system operations and maintenance functions, including grounding straps and fire extinguishers in order to prevent accidental ignition of natural gas. Additional equipment may include, but not be limited to:

Combustible Gas Indicator (CGI)
Intrinsically Safe Electrical Tools
Flame Retardant Clothing
Warning Signs
Air Tools

In all cases, each readily accessible ignition source will be eliminated at the earliest opportunity. However, it should be understood that, in order to assess the magnitude of any gas leakage scenario an initial determination must be made as to gas levels prior to ignition source elimination.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan.

Additional Requirements

1. Smoking and open flames are prohibited in and around areas and structures containing gas facilities where the potential for gas release, or hazard of fire or explosion exists.
2. Proper warning signs shall be posted defining the locations of these areas and structures.
3. Such signage shall serve to alert individuals of all "No Smoking/Open Flame" areas prior to entry or approach.
4. All electrically powered tools and equipment shall be intrinsically safe for operation in a combustible/explosive atmosphere. Explosion proof plugs and receptacles shall also be used, (NFPA 70/ANSI C1, Class I, Group D).
5. Air powered tools are preferred when working in potentially combustible/explosive atmospheres.
6. All torch cutting and arc welding procedures where facilities are to be separated, including mechanical separations, shall be accomplished using proper metallic grounding cables and screw-clamps in order to avoid static arcing.
7. A combustible gas indicator, (CGI), shall be used before and during all welding, cutting and mechanical separation work.
8. No gas facilities will be intentionally exposed to the possibility of any ignition source when a combustible gas-to-air mixture is known to exist, including welding and/or cutting.

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9. Only required personnel, vehicles, and work equipment will be permitted in the work area.
10. Avoid unnecessary vehicular operation in the work area.
11. Avoid the use of VHF radios, cellular telephones and pagers in the work area.
12. Exercise precaution when purging is required in subdivisions, streets, highways, around electric transmission lines and factories.
13. Exercise precaution when excavating, lowering, and repairing live gas facilities.

SCOPE AND PURPOSE

The procedure describes the minimum requirements for taking appropriate action on or adjacent to the pipelines in areas where changes in class location, failures, leakage history, corrosion, substantial changes in cathodic protection requirements and other unusual operating and maintenance conditions occur, as required by 49 CFR § 192.613: Continuing Surveillance.

RESPONSIBILITY

The General Manager is responsible for continual observation along rights-of-way and distribution locations and to take any necessary remedial action deemed necessary according to this procedure.

Each Island Energy field employee will be trained to properly observe, in the course of routine duties, including but not limited to, leakage surveys, cathodic protection surveys, and meter reading, the surface conditions on and adjacent to company pipeline facilities for any indications of leaks, exposures, construction activity, and other factors that could affect company facilities, and if necessary make a report of these observations for remedial action.

RELATED CODE PROCEDURES

Sub Part L - Operations.

Sub Part M - Maintenance

EQUIPMENT AND MATERIALS

A vehicle may be required to inspect facility locations and the rights-of-way. Photographic equipment may be utilized.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 37 §192.721)

Inspection Frequency

Continual during routine duties but may be determined necessary after performance of other operation and maintenance activities are performed and after inclement weather or other events.

Survey Steps

All facilities accessible by roadway will be inspected by driving. All remaining pipeline sections will be inspected by walking.

<u>Conditions to be observed</u>

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1. Class location changes (population densities).
2. Exposure or movement.
3. Changes in topography.
4. Tampering or vandalism.
5. Damage.
6. Encroachment.
7. Exposed pipe.
8. Leaks with potential for migration into buildings.

Additional Information to be considered

1. Patrolling history
2. Leakage history.
3. Valve inspection history.
4. Pressure regulating and limiting equipment inspections.
5. Corrosion control inspection history (Substantial changes in cathodic protection requirements).
6. Other unusual operating/maintenance conditions.

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Continuing Surveillance

SCOPE AND PURPOSE

This procedure is to ensure…

RESPONSIBILITY

The General Manager or his designee shall examine all completed records of Continuing Surveillance (Form 613) on a quarterly interval in order to determine if any trends in operating conditions exist that require remedial action.

Any pipeline segment found to be in unsatisfactory condition, but where no immediate hazard exists, shall be analyzed for phasing out of service, reconditioning or a reduction in MAOP in accordance with 49 CFR §192.619 (a) and (b).

PERSONNEL SAFETY

There are no special personnel safety issues.

EQUIPMENT AND MATERIALS

Personnel may elect to utilize leak detection instrumentation and photographic equipment during patrolling efforts.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Visual and/or video recorded inspections of facilities attached to the causeway may be performed by a suitable contractor. Interpretation of reports, images or video images must be performed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 602OP, 701OP)

Inspection Frequency

Every three years (2017, 2020, 2023, etc) there will be a visual inspection of the bridge and causeway pipe, associated hangers, valves and associated equipment under bridge near lift span. This inspection will be conducted at low tide and will include all above water portions of the pipe and associated protective coverings. Every 10 years (2017, 2027, 2037, etc) there will be a splash zone and underwater inspection of the pipe to evaluate potential problems caused by flooding, scouring, stress on the expansion "U", etc. the schedule for the underwater inspection may be accelerated based on abnormalities in the annual CP survey or irregular trends in the survey.

REPORTING/NOTIFICATION

Form 613: Continuing Surveillance Record, shall be completed for each inspection. The General Manager should be notified of conditions requiring remedial action.

Results of inspections of bridge and causeway pipe inspections will be recorded on Form 613-bridge.

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RELATED CODE PROCEDURES

Sub Part L – Operations

Sub Part M Maintenance.

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Odorization

SCOPE AND PURPOSE

This procedure is to ensure proper odorization of all portions of the pipeline system that are subject to the requirements of 49 CFR § 192.625: Odorization of Gas.

RESPONSIBILITY

The General Manager is responsible for odorant verification of pertinent segments of the system.

PERSONNEL SAFETY

All Island Energy personnel are to utilize proper protective clothing/equipment when performing pipeline odorant testing procedures.

EQUIPMENT AND MATERIALS

All Island Energy personnel are to utilize proper tools, materials and equipment required for odorant testing procedures including transport, transfer, injection and level/rate measurement and adjustment.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 610OP)

Sampling Requirements

1. Odorant level shall be maintained to ensure that all segments of pipeline facility will contain odorant that is readily detectable at a minimum concentration of one fifth, (1/5), of the lower flammability limit of the gas stream.
2. Odorant sampling shall be performed once each calendar month using a Heath Tech Odorator™ Model 0705637, or equivalent device, in order to verify appropriate odorant concentrations.
3. Odorant level verification shall also be monitored and recorded at customer sales points as is made available by customers.
4. Odorant sampling instrument calibration shall be conducted at an interval not exceeding once per calendar year.

Sampling Procedure

1. Connect the instrument sampling hose to the gas supply outlet valve and to the Odorator™ inlet port.
2. Gently close the "FLOW VALVE" clockwise to the "CLOSED" position.
3. Turn the "POWER SWITCH" to the "ON" position.
4. Open to the gas supply outlet valve.
5. Turn the flow valve counter clockwise to the "FULL OPEN" position. This will condition the Odorator™.
6. Wait for approximately thirty seconds, (30 sec.), or until odorant can be smelled at the "BLOWER EXHAUST PORT". At this time, close the flow valve clockwise to the "CLOSED" position.
7. Push and hold down the "READ BUTTON", adjust the "ZERO KNOB" until the LCD reads "**.00**", then release the "READ" button.
8. Sniff the unodorized air stream at the "BLOWER EXHAUST PORT". Slowly open the "FLOW VALVE" counter clockwise while sniffing directly over the "BLOWER EXHAUST PORT" at a distance of about ¾". The operator's top lip should just touch the edge of the "SNIFF CHAMBER".

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9. When the operator notices the first indication of odorant (gas), stop turning the "FLOW VALVE" and push the "READ BUTTON". Obtain the LCD reading. Use the instrument chart to convert the LCD reading to a gas-in air value. (Use the closest LCD reading on the chart.) Record this gas-in-air value on Form 625 in the column labeled, "THRESHOLD GAS-IN-AIR VALUE". This is the threshold limit value of odorant in the gas stream for the instrument operator. This value should be somewhat below 1.0, but never over.
10. Continue opening the "FLOW VALVE" until a readily detectable odor is sensed. Stop opening the "FLOW VALVE" and push the "READ BUTTON". Obtain the LCD reading. Use the instrument chart to convert the LCD reading to a gas-in air value. (Use the closest LCD reading on the chart.) Record this gas-in-air value on Form 625 in the column labeled, "READILY DETECTABLE GAS-IN-AIR VALUE". When this value is below 1.0, the odorant level in the gas stream is acceptable. Sign Form 625 in the column labeled "EMPLOYEE SIGNATURE".
11. Close the gas supply outlet valve.
12. Disconnect the sample hose from the gas supply outlet valve.
13. Fully open the "FLOW VALVE" counter clockwise and leave the Odorator™ on for approximately one minute, (1 min.), after the test in order to purge the instrument.

Sampling Tip

The operator should frequently clear the olfactory system during the periodic sampling procedure by breathing ample amounts of fresh air between sniff point locations.

This is necessary since the sense of smell becomes fatigued easily with continuous odorant exposure. Changing operators during the day may also help eliminate this problem.

Periodic Instrument Check

1. The Odorator™ should be operated with the "POWER SWITCH" in the "ON" position, the "FLOW VALVE" in the full open position without connecting to a gas supply.
2. The operator must sniff at the "BLOWER EXHAUST PORT".
3. If no odor is detectable, turn the Odorator™ "POWER SWITCH" to the "OFF" position, close the "FLOW VALVE" and continue testing. The Odorator™ has not been properly conditioned.

Periodic Customer Sniff Tests

1. Periodic customer sniff tests for the presence of odorant in the gas stream can be good measures of comparison to periodic odorant sampling with the Odorator™.
2. These sniff tests can be performed during gas range pilot lighting procedures. Simply request the customer to sniff the gas flow stream over an extinguished pilot light on a gas range, when present.
3. Ask the customer to respond to the odor strength as "STRONG", "MODERATE" or "WEAK".
4. Record the customer response on Form 625 in the column labeled "CUSTOMER SNIFF TEST RESPONSE".
5. Record the customer address on Form 625 in the column labeled "SNIFF POINT LOCATION/DESIGNATION OR CUSTOMER ADDRESS".
6. Sign Form 625 in the column labeled "EMPLOYEE SIGNATURE".

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7 Do not attempt to force or coerce customers to participate in sniff tests. However, many customers are happy to participate when they are informed why the operator is requesting the test and why odorant must be present and detectable.
8. It should be noted that adult female customers tend to have a better sense of smell than that of adult male customers.

REPORTING/NOTIFICATION

Notify the General Manager of any problems encountered during odorant sampling procedures including low or unusually high measured odorant levels or sampling instrument failure. The General Manager will initiate an immediate investigation that will include; contact of the odorant supplier, field determination of odorant problem service areas, isolation and/or discontinuance of gas service in areas determined to pose a hazard due to lack of odorant or, odorant levels that are excessive. System(s) pressures should also be determined in order to ascertain whether a system(s) design limit has been jeopardized. Leakage surveys may be necessary to locate areas where odorant levels are deemed to be unacceptable, (high or low).

All odorization sampling data shall be recorded by field personnel on Form 625 and retained at the Headquarters.

RELATED PROCEDURES

Sub Part M Maintenance

Sub Part L - Operations

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Investigation of Failures

SCOPE AND PURPOSE

This purpose of this procedure is to establish the requirements for analyzing pipeline failures and to mitigate recurrence as required under 49 CFR § 192.617: Investigation of failures.

RESPONSIBILITY

The General Manager is responsible to ensure that initial assessment of failures is performed using appropriate judgment and that all fittings and materials involved in the subject failure are submitted to the proper agency for analysis.

The General Manager is also responsible for initiating a detailed analysis of failures that may require submittal of a written report to regulatory and/or code enforcement agencies.

PERSONNEL SAFETY

All Island Energy personnel are to utilize proper protective clothing/equipment when performing pipeline system operations and maintenance functions.

EQUIPMENT AND MATERIALS

All Island Energy personnel are to utilize proper repair tools, materials and equipment required for all pipeline system operations and maintenance functions.

INSTRUCTIONS

Operator Qualification

This activity is not a covered task under the Operator Qualification Plan.

Inspection Steps

Each failure or incident shall be treated with the same degree of significance regardless of the magnitude of potential or actual damage and with respect to the necessity for minimizing recurrence. The General Manager shall initiate an assessment of a failure or incident scenario that shall include, but not be limited to:

- Repair and restoration of gas service in the case of a routine fitting or material failure.
- Preservation of all potential evidence that may be used in an investigation of the failure or incident.
- Protection of human life and property.
- Photographic documentation.
- Interview of participants and witnesses.
- Development of an event oriented log or record.
- Implementation of the Emergency Plan, as necessary.

All failed fittings and materials shall be catalogued, inventoried and examined by the General Manager. Examination should include determination of the circumstances leading to the cause of failure and review of any similar failures that might indicate developing trends.

All fittings and materials exhibiting active external or internal corrosion shall be examined by an individual qualified to perform such an examination.

Where appropriate, the General Manager should contact a third party testing laboratory when the subject product(s) are to be subjected to destructive testing and/or failure analysis.

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Damaged and/or failed gas facilities should be placed into Fire Department custody whenever persons have been injured and/or property has been damaged. These specimens shall be submitted for damage/ failure analysis to an American Gas Association, (AGA), recognized laboratory at the request of Island Energy.

REPORTING/NOTIFICATION

Form 617 is to be completed for each fitting or material failure.

RELATED CODE PROCEDURES

Sub Part L – Operation

Sub Part M - Maintenance

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External Corrosion Control - Monitoring

SCOPE AND PURPOSE

This procedure is to ensure adequate external corrosion protection for the pipeline systems. It describes cathodic protection inspection practices required under 49 CFR § 192.465: External corrosion control: Monitoring and 49 CFR § 192.459: External corrosion control: Examination of buried pipeline when exposed.

RESPONSIBILITY

The General Manager is responsible to ensure that cathodic protection levels are checked at the intervals described in this procedure.

PERSONNEL SAFETY

All personnel are to utilize proper protective clothing/equipment when performing pipeline system operations and maintenance functions.

EQUIPMENT AND MATERIALS

Copper-copper sulfate half cell
Multi Function Voltmeter/contact leads

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform pipe-to-soil readings. Refer to the OQ Plan for specific qualification requirements. (CT. 406OP, 407OP, 408OP, 412OP, 417OP & 419OP)

Inspection Frequency

Cathodic protection surveys will be performed at least once each calendar year, at intervals not to exceed 15 months. Additional survey tests will be conducted in areas determined to require such testing.

Inspection of insulating flanges and rectifiers shall be included during the cathodic protection survey.

Anode based cathodic protection is used at many commercial gas services. Annual surveys of this type of cathodic protection is performed following steps 1 to 5 below and are recorded on Form 465. Cathodic protection of the gas main attached to the Mare Island Causeway is provided by a rectifier. Annual surveys of this type of cathodic protection is performed following steps 1 to 7 below and are recorded on Form IE-CP.

Survey Steps

1. Ensure that voltmeter batteries are fully charged.
2. Check the Copper-copper sulfate half cell by contacting the porous plug with the porous plug of another half cell and measure the potential difference across both half cells. A difference of 5 mV or less is acceptable.
3. Connect the positive lead from the voltmeter to the pipe test point lead and the negative voltmeter lead to the Copper-copper sulfate half cell.
4. Place the Copper-copper sulfate half cell in contact with the soil as directly over the pipeline as is possible.
5. Moisten the contact soil area as necessary.
6. Perform Steps 1 to 5 on east and west sides of bridge with rectifier on and instant off. Record the pipe-to-soil potential readings on Form IE-CP.
7. Measure current from each anode and record readings on Form IE-CP.

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If any pipe-to-soil potential is less than –850 mV, notify the General Manager. Annual changes noted on Form IE-CP should be analyzed. Significant or unexpected changes may trigger an underwater inspection (see *Continuing Surveillance* section) earlier than scheduled date.

Insulating devices
All customer meter sets shall have an insulating swivel installed at the inlet of the meter in order to insulate the gas service line from interior metallic gas/water piping.

Examination of Bridge Hangers
External corrosion of the causeway pipe hangars will be monitored as part of the triennial inspection noted in the Continuing Surveillance section of this manual.

Examination of exposed pipe
Whenever Island Energy has knowledge that a segment of steel piping has been exposed, that segment will be examined for evidence of external corrosion and coating integrity. If external corrosion is found, the piping segment will be excavated to a distance in both directions that will indicate the full extent of corrosion.

All corroded piping segments will be repaired or replaced according to O&M sections General Pipeline Repair, Remedial Action for Generalized Corrosion or Remedial Action for Localized Corrosion.

Internal Corrosion Inspection
Evidence of internal corrosion shall be inspected by examination of coupons retrieved during tapping procedures. These coupons shall be marked as to date of removal, pipe size/type and main location. These records shall be placed on an attached coupon tag and retained at the Operations Headquarters. Any open pipe shall also be inspected internally for corrosion whenever the opportunity arises.

Remedial Action
Whenever external or internal corrosion control deficiencies are detected, further testing and evaluation shall be conducted to determine the cause and extent.

Areas of further testing and evaluation include remainder of anode life, anode replacement and retesting, examination of insulating devices, interference surveys and short detection surveys. Installation or replacement of a corrosion test station should also be considered. All defective pipeline and casing test leads shall be replaced at the earliest opportunity but prior to the next required cathodic protection survey.

Rectifier Inspection
The cathodic protection rectifier shall be inspected six times each calendar year, but at intervals not exceeding 2 ½ months, to ensure proper operation.

The rectifier is equipped with both dc voltage and dc current gauges, however, these values can be read and determined using a multimeter, as follows:

1. Read the dc voltage output across the corresponding bolts at the bottom of the internal rectifier panel.
2. Read the dc voltage across the dc shunt and multiply this value by the shunt amperage per mill volt value written inside the rectifier door. The result is the dc current output to the pipeline, in amperes.
3. Record voltage and current in Form 465-A. Investigate when bi-monthly variation exceeds 15%.

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Check these values against the respective gauges but do not simply rely on the gauges alone. Faulty rectifiers should be repaired or replaced.

REPORTING/NOTIFICATION

All pipe-to-soil potentials for mains and isolated service lines are to be recorded on Form 465: External Corrosion Control – Monitoring Record.

Annual surveys of cathodic protection on each side of the bridge are recorded on Form IE-CP.

All rectifier voltage and amperage readings are to be recorded on Form 465-A: External Corrosion Control –rectifier Inspection Record.

All anode installations/replacements and test point lead replacement/repair will be recorded on Form 465-B: Anode/Test Lead – Installation/Replacement Record. All remedial actions are to be recorded on appropriate forms.

All exposed pipeline and internal corrosion inspections are to be recorded on Form 465-C: Exposed Pipe/Internal Corrosion Record.

All piping removed from the distribution system is to be recorded on Form 727: Facility Abandonment/Removal Record.

RELATED CODE PROCEDURES

Sub Part G – General Construction

Sub Part I – Requirements for Corrosion Control

Sub Part L - Operations

Sub Part M - Maintenance

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Atmospheric Corrosion Inspection

SCOPE AND PURPOSE

This procedure is to ensure the safe operation of above ground portions of the pipeline systems by monitoring and controlling atmospheric corrosion as required by 49 CFR § 192.481: Atmospheric Corrosion control: Monitoring.

RESPONSIBILITY

The General Manager is responsible to ensure that atmospheric corrosion inspections are performed at the appropriate intervals on all above ground metallic piping and that prompt remedial action is taken where necessary.

PERSONNEL SAFETY

There are no special personnel safety issues.

EQUIPMENT AND MATERIALS

No special equipment is required.

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 417OP, 418OP & 427OP)

Inspection Frequency

Once each 3 calendar years, but at intervals not exceeding 39 months, each pipeline facility that is normally exposed to the atmosphere must be inspected for atmospheric corrosion. These locations are indicated on the System Maps with the exception of customer meter sets. The specifics of the inspection of the pipe attached to the causeway are more fully detailed in the Continuing Surveillance section of this manual.

Inspection of other portions of the system normally exposed to the atmosphere may be performed during annual leakage surveys by a Contractor authorized and having specific Operator Qualifications.

Survey Steps

All aboveground piping and all pipe support structures exposed to the atmosphere shall be visually inspected for the following:

1. Disbonded coating with visible rust and pitting of the metal underneath.
2. Disbonded coating with surface rust but no pitting or significant metal loss underneath.
3. Coating is bonded but has small surface blemishes.
4. Coating is in good condition with no evidence of disbondment or corrosion.
5. Normal surface rust on uncoated piping that can be cleaned and painted.

REPORTING/NOTIFICATION

A copy of Form 481: Atmospheric Corrosion Inspection Record will be completed to document each location that the atmospheric corrosion inspection identified under this procedure. A copy of Form 487: Remedial Action Record for Generalized/Localized Corrosion must be submitted to the General Manager for all inspections requiring remedial action.

RELATED CODE PROCEDURES

Sub Part I – Requirements for Corrosion Control

Sub Part L - Operations

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Remedial Action for Atmospheric Corrosion

SCOPE AND PURPOSE

This procedure is to ensure the safe operation of pipeline systems by performing remediation of atmospheric corrosion as required by 49 CFR § 192.481: Atmospheric Corrosion control: Monitoring.

RESPONSIBILITY

The General Manager is responsible to ensure that all above ground metallic piping in need of atmospheric corrosion remediation is promptly taken.

PERSONNEL SAFETY

Refer to the Material Safety Data Sheets for paints. Avoid breathing paint fumes. Wear eye protection and respiratory protection when using abrasive blasting equipment or power tools.

EQUIPMENT AND MATERIALS

Wire brush
Primer/Paint
Tape/Coating
Pit Gauge or Ultrasonic Test Instrument

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 417OP, 482OP & 484OP)

Repair Steps

At a minimum, the areas of atmospheric corrosion shall be cleaned, primed and painted with materials suitable for the prevention of atmospheric corrosion.

Cleaning – Using a stiff wire brush, remove rust in the affected area down to bare metal.
Field Evaluation – If the pipe is suitable for continued service continue to clean and paint bare metallic surfaces. Follow O&M section General Pipeline Repair on Page 46.

Consideration should be given to pipe segment replacement including areas where general corrosion is discovered internally.

REPORTING/NOTIFICATION

A description of the remedial action should be recorded on Form 487: Remedial Action Record for Generalized/Localized Corrosion and filed at headquarters.

RELATED CODE PROCEDURES

Sub Part I - Corrosion Control

Sub Part L - Operations

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SCOPE AND PURPOSE

This procedure is to ensure the safe operation of pipeline systems by performing remediation of general corrosion as required by 49 CFR § 192.487 (a): Remedial measures: distribution lines other than cast iron or ductile iron lines. (General Corrosion).

RESPONSIBILITY

The General Manager is responsible to ensure that prompt action is taken if gas facilities are in need of general corrosion remediation.

PERSONNEL SAFETY

Refer to the Material Safety Data Sheets for paints. Avoid breathing paint fumes. Wear eye protection and respiratory protection when using abrasive blasting equipment or power tools.

EQUIPMENT AND MATERIALS

Wire brush
Primer/Paint
Tape/Coating
Pit Gauge or Ultrasonic Test Instrument

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 213OP, 417OP, 482OP & 484OP)

Repair Steps

All areas of general corrosion, where pitting is closely grouped and may affect the remaining strength of the pipe, shall be cut out and replaced.

Consideration should be given to pipe segment replacement including areas where general corrosion is discovered internally.

Small areas of general corrosion pitting may be repaired by either cleaning/coating or weld repair when the remaining strength of the pipe has not been affected.

Cleaning – Remove all coating from areas affected by generalized corrosion. Use a stiff wire brush and clean the affected area down to bare steel.

Field Evaluation – If the pipe is suitable for continued service, follow O&M section General Pipeline Repair on page 46 for repair of coating.

REPORTING/NOTIFICATION

A description of the remedial action taken should be recorded on Form 487: Remedial Action Record for Generalized/Localized Corrosion, and filed at headquarters.

RELATED CODE PROCEDURES

Sub Part I - Corrosion Control.

Sub Part L - Operations

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Localized Corrosion Remedial Action

SCOPE AND PURPOSE

This procedure is to ensure the safe operation of pipeline systems by repairing localized corrosion as required by 49 CFR § 192.487 (b): Remedial measures: distribution lines other than cast iron or ductile iron lines. (Localized corrosion pitting).

RESPONSIBILITY

The General Manager is responsible to ensure that all gas facilities in need of localized corrosion remediation is promptly taken.

PERSONNEL SAFETY

Refer to the Material Safety Data Sheets for paints. Avoid breathing paint fumes. Wear eye protection and respiratory protection when using abrasive blasting equipment or power tools.

EQUIPMENT AND MATERIALS

Wire brush
Primer/Paint
Tape/Coating
Pit Gauge or Ultrasonic Test Instrument

INSTRUCTIONS

Operator Qualification

This activity is a covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this procedure. Refer to the OQ Plan for specific qualification requirements. (CT. 213OP, 417OP, 482OP & 484OP)

Repair Steps

All areas of localized corrosion where pitting has caused less than 10% of pipe wall thickness reduction may be repaired using coating repair materials.

Areas of localized corrosion pitting where the remaining strength of the pipe may be affected and/or ≥ 10% of the pipe wall is lost must be repaired by segment replacement including areas where localized corrosion pitting is discovered internally.

Cleaning – Remove all coating from areas affected by localized corrosion. Use a stiff wire brush and clean the affected area down to bare steel.

Field Evaluation – If the pipe is suitable for continued service follow O&M section General Pipeline Repair on page 46 for repair of coating.

REPORTING/NOTIFICATION

A description of the remedial action taken should be recorded on Form 487: Remedial Action Record for Generalized/Localized Corrosion, and filed at headquarters.

RELATED CODE PROCEDURES

Sub Part I - Corrosion Control.

Sub Part L - Operations

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Emergency Plan

SCOPE AND PURPOSE

This procedure is to ensure that appropriate standards are followed to provide safety when emergency conditions occur including receiving, identifying, and classifying notices of potential or actual emergency events, effective communication with fire, police, Coast Guard and other public officials, prompt and effective response to all emergency notifications, making available all necessary personnel, equipment and materials, protecting human life first then property, control and minimization of a release of hazardous gas, assessing hazardous areas, minimizing public exposure and accidental ignition, establishing and maintain a liaison with Coast Guard, fire and police and conducting post accident/incident review(s). These items are required by 49 CFR § 192.615 (a) through (c).

RESPONSIBILITY

The General Manager and authorized personnel assigned to Emergency Response are responsible for compliance with the provisions of this procedure.

PERSONNEL SAFETY

All personnel are to utilize proper protective clothing/equipment when performing Emergency Response functions.

EQUIPMENT AND MATERIALS

Equipment and materials available for use in an emergency are listed in Appendix G.

All applicable Supervisors will be given a current copy of the Emergency Plan.

INSTRUCTIONS

Operator Qualification

These activities are not covered tasks under the Operator Qualification Plan.

However, emergency response activities may entail one or more covered tasks. Refer to the OQ Plan for specific covered tasks and associated qualification requirements.

Receiving, identifying and classifying emergency notices

Potential or actual emergency conditions may be reported to the operator by the public, employees or other individuals, as follows:

1. Public/customer telephonic report
2. Employee verbal/written notification as a result of a routine system patrol
3. Direct field observation
4. Leakage Survey Consultants
5. Fire or Police Officials
6. Civil Defense Officials
7. Contractors
8. Other Utility Companies
9. Report by a saboteur or prankster
10. Coast Guard Officials

Receiving Emergency Notices

Any employee may receive information regarding a potential or actual emergency event. Therefore, all gas personnel must be capable of obtaining and recording required information from an individual making an emergency report using the Form 615-1 Emergency Notification/Activity Log.

Identifying and classifying emergency notices

There are two emergency event classes for a reported emergency:

1. Potential emergency
2. Actual emergency

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A **potential** emergency is an event that is:

1. Reported by an individual and cannot immediately verify information obtained
2. Indicated by a deviation in pressure or flow rate but cannot be confirmed.

An **actual** emergency is an event that is:

1. Reported by an individual but is confirmed through another reliable source or another person or agency, including, but not limited to, deviation of pressure and flow, large amounts of escaping gas, fire or explosion directly involving or near a pipeline facility, a leak classified as hazardous, danger to a major pipeline segment.
2. Reported directly by an employee.
3. Located in an area where human lives and/or property may be threatened if immediate response is not exercised. In an area of little or no human population, the event may be classified as "**potential**" until confirmation is made.
4. Natural disasters such as unforeseen snowstorms, floods, wildfires and/or tornadoes as well as civil disturbances may constitute the necessity to implement the Emergency Plan.

An emergency condition exists whenever it is determined that extraordinary procedures, equipment, manpower, and/or supplies must be used to protect the public from existing or potential hazards.

Island Energy shall maintain a copy of current system plats with this manual that include the locations of all gas mains, service lines, emergency valves, and regulator stations (with normal operating pressures).

Emergency valves are only to be operated by Island Energy personnel. Fire and Police Department personnel are only authorized to operate meter shut-off valves at meter sets.

Instructions to Callers

Employees receiving emergency notification must utilize all information obtained in order to react to each situation. All gas leak calls will be treated as emergencies until an on-site assessment is made. All inside gas leak calls will receive first priority. Employees shall obtain the following information from emergency callers:

1. Full Name
2. Address
3. Phone Number
4. Number of building inhabitants
5. If gas can be smelled?
6. If gas odor is strong, moderate or weak?
7. If gas leak can be heard?
8. If gas leak sound is loud?
9. If building inhabitants feel ill?
10. If caller is an Island Energy Customer?
11. DO NOT CALL THE CUSTOMER BACK OR HAVE EMPLOYEES CALL THE CUSTOMER BACK

If it is determined that the caller is not an Island Energy customer, the caller will be directed to call their natural gas or propane supplier and report the emergency. Island Energy shall alert Fire, Police and Coast Guard of the situation, as deemed necessary.

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Whenever an emergency report includes the possibility of gas inside a building, direct the caller to have all persons leave the building cautioning them to:

1. Lay the phone down
2. Do not operate any electrical devices (lights, switches, garage door openers, door bells, etc)
3. Not to use smoking materials or open flames
4. Turn off gas supply if feasible
5. Wait at the street for Island Energy/Fire Department/Police Department to arrive

Prompt and effective response
All pertinent information received and actions taken shall be recorded on Form 615-1 Emergency Notification Record/Activity Log. Some of this information may need to be transferred to a Gas Odor/Leak Report, (Appendix A), for use by Field Personnel at the emergency scene.

Immediately after receiving notification of a potential or actual emergency, the employee receiving such notice will transfer all pertinent information to all appropriate company officials.

Communication with other emergency response agencies must be maintained during the entire emergency period.

Appropriate emergency response personnel must be dispatched to the emergency site at the earliest opportunity. Emergency personnel shall be advised of all necessary information and equipment/materials required for control and/or mitigation of the emergency event.

Gas personnel will investigate all emergency reports that are determined to be either minor or major in nature. Gas personnel will report all findings to management at the earliest opportunity.

Should Gas Personnel require assistance, a request will be communicated to the General Manager, or approved designee, of a need for assistance.

The first employee at the scene shall take every corrective action necessary to protect human life and property from danger, (in that order).

If an emergency condition exists, the General Manager may also be dispatched to the scene in order to assess the situation and take control of all emergency response activities including:

1. Setting up communications
2. Coordinate emergency response operations
3. Make all pertinent decisions to mitigate the emergency
4. Implement the Emergency Guideline for major emergencies (Refer to Figure 1)

The General Manager shall designate one, (1), employee at the emergency scene as the Supervisor overseeing all emergency response fieldwork as deemed necessary.
Field actions may include, but are not limited to, the following:

1. Protection of human life (including employees) and property
2. Evacuation of building(s) and surrounding areas
3. Leakage surveys of suspected and neighboring buildings (inside/outside)
4. Shut down of system components to control pressure and flow (regulator stations, valves, meters, etc.)

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5. Notification of Fire, Police, Coast Guard and other mutual emergency response agencies
6. Notification of Federal/State Pipeline Regulatory officials

In the event of an emergency, refer to Figure 1 **Emergency Guidelines** on the following page

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Figure 1
Emergency Guideline

	Yes	N/A	
1.	[ ]	[ ]	Has the Fire Department been called?
2.	[ ]	[ ]	Has the Police Department been called?
3.	[ ]	[ ]	Have persons been evacuated and area blocked?
4.	[ ]	[ ]	Has the Repair Crew been notified?
5.	[ ]	[ ]	Has the Company call list been executed?
6.	[ ]	[ ]	Has communication been established?
7.	[ ]	[ ]	Has outside help been requested?
8.	[ ]	[ ]	Have ambulances been called if needed?
9.	[ ]	[ ]	Has the leak been shut off or brought under control?
10.	[ ]	[ ]	Have emergency valves and/or proper valves to shut down or reroute gas been identified and located?
11.	[ ]	[ ]	If an area has been cut off from a supply of gas, has the individual service for each customer been cut off?
12.	[ ]	[ ]	Is the situation under control and has the possibility of recurrence been eliminated?
13.	[ ]	[ ]	Has the surrounding area, including buildings adjacent to and across streets been probed for the possibility of further gas leakage?
14.	[ ]	[ ]	Has the proper mark been placed on meters after shut off?
15.	[ ]	[ ]	Has a telephonic report been made to PHMSA?
16.	[ ]	[ ]	Has the media been advised of the situation and given instructions (if necessary)?
17.	[ ]	[ ]	Has the Coast Guard been called?

Date: ____/____/____ By: _____

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Minor Gas Leak – (Outside) Minimum Field Response

The first Island Energy employee(s) at an emergency scene shall take the following actions, as appropriate:

1. Request Fire/Police/Coast Guard assistance, as necessary
2. Maintain open communications with the General Manager, and other emergency responders
3. Determine the extent of the emergency regarding the concentration of escaping and migrating gas using only a CGI checking other surrounding buildings
4. Evacuation of affected persons from buildings and the emergency area
5. Eliminate all sources of ignition including smoking materials and open flames
6. Eliminate gas source when a gas meter set or associated service line piping is suspected or known as the source (take precautions not to breath oxygen deficient air and always utilize proper protective clothing in a gaseous atmosphere)
7. Eliminate gas source when a gas main is suspected or known as the source (this may require assistance and operation of plugging tools and/or valves)
8. Barricade street(s), as necessary
9. Recheck the affected area including surrounding buildings (inside and outside) using a CGI, after gas flow has been controlled or eliminated (additional leakage may be present)
10. Use bar hole leakage survey technique, as necessary
11. Implement the Emergency Guideline, as necessary
12. Leaks that are classified as *Grade 1* must be repaired immediately
13. *Grade 2* and *Grade 3* leaks may be scheduled according to the requirements of O&M section Leakage Surveys on page 37.
14. Return evacuees to buildings only after leak repair has been accomplished and the emergency nature of the situation has been mitigated

Major Gas Leak – (Outside) Minimum Field Response

In response to gas leaks determined to be major, including main breaks, the first Island Energy employee(s) at the emergency scene shall take the following actions, as appropriate:

1. Establish and maintain open communications with mutual emergency response agencies on the scene (request and offer assistance, as necessary)
2. Maintain open communications with the General Manager
3. Establish an Emergency Operations Center, (EOC), as deemed necessary
4. Determine the extent of the emergency regarding the concentration of escaping and migrating gas using only a CGI
5. Evacuation of affected persons from buildings and the emergency area
6. Eliminate all sources of ignition including smoking materials and open flames
7. Eliminate gas source when a gas meter set or associated service line piping is suspected or known as the source (take precautions not to breath oxygen deficient air and always utilize proper protective clothing in a gaseous atmosphere)
8. Eliminate gas source when a gas main is suspected or known as the source (this may require assistance and operation of plugging tools and/or valves)
9. Eliminate any ignited gas within capabilities

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10. Request Fire/Police/Coast Guard to re-route vehicle/boat traffic when a possibility of ignition is suspected
11. Check storm drains and sanitary sewers for the concentration migrating gas using only a CGI
12. Consider lowering the gas supply pressure, isolating a segment of main or taking a pipe segment out of service (all meter riser valves associated with a "dead main" must be shut off)
13. Begin all necessary repairs
14. Place all affected mains back into service performing required purging procedures
15. Recheck the affected area (inside and outside) using a CGI, after gas flow has been restored (additional leakage may be present)
16. Restore service at the earliest opportunity
17. Announce to the General Manager and emergency response agencies when the emergency nature of the situation has been mitigated

Emergency Valve Operating Procedures

1. Consult with or advise the General Manager when emergency valve closure is necessary, (use radio or telephone, as necessary)
2. Use system plats to elect the proper emergency valve(s) to shut down the affected area, (use radio or telephone, as necessary. Request a repeat of information to ensure accuracy)
3. Locate valve(s) and close completely
4. Document exact valve(s) closed, date and time of closure
5. Immediately begin procedures to vent line pack in affected area, as necessary
6. Coordinate with all emergency response personnel in affected area until gas pressure is reduced adequately
7. Begin repair procedures, as necessary
8. Begin service restoration, as necessary

Note: Item 3 may be executed immediately if Authorized Field Personnel are ABSOLUTELY CERTAIN of which valve(s) to operate.

Leaks Inside Buildings

Leaks found to be inside buildings will require a thorough leak investigation, as follows:

1. Clear and zero the CGI in gas free ambient air, preferably at the curbside prior to accessing the subject property
2. Perform a floor to ceiling leak survey at the entrance threshold
3. Do not operate any electrical switches, cell phones, etc.
4. Evacuate all building inhabitants whenever the gas –in-air percentage is at or in excess of **1.5%** (≥ **30% of LEL**). Use the table below as a reference:

CGI Gas-in-Air	% of LEL
½ %	10
1%	20
1.5%	**30**
2%	40
3%	60
4%	80
5%	100

5. If multiple buildings are involved, contact Fire/Police Departments and Coast Guard, (if relevant),for evacuation and ventilation assistance
6. DO NOT ATTEMPT TO SELF VENTILATE ANY BUILDINGS. Call the Fire Department
7. Escort evacuees to the curb or another safe location
8. Eliminate gas source when a gas main or meter set is suspected or known as the source (this may require assistance and operation of plugging tools and/or valves)

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9. If outside leakage survey is required, use the bar hole technique around foundation and other openings
10. Eliminate all ignition source(s) within capabilities
11. Consider lowering the gas supply pressure, isolating a segment of main or taking a pipe segment out of service (all meter riser valves associated with a "dead main" must be shut off)
12. DO NOT ENTER BUILDINGS UNTIL PROPER VENTILATION HAS BEEN PERFORMED BY FIRE PERSONNAL
13. Maintain open communications with Fire/Police/Coast Guard representatives as well as the General Manager
14. If ground is free of gas, restore gas service through the meter and check all interior gas piping and appliances for leakage
15. Check the meter index for unusual movement and conduct soap test where applicable
16. Implement the Emergency Guideline, as necessary
17. Complete all leak repairs
18. If leak cannot be repaired, turn meter off, lock and tag, (notify customer)

Fires/Explosions

1. Establish and maintain open communications with Fire/Police/Coast Guard and mutual emergency response agencies on the scene (request and offer assistance, as necessary)
2. Maintain open communications with the General Manager
3. Establish an Emergency Operations Center, (EOC), as deemed necessary
4. Determine the extent of the emergency regarding whether gas is involved and the concentration of escaping and migrating gas using only a CGI
5. When gas is not involved, take action to protect nearby gas facilities
6. When gas is involved, begin evacuation of affected persons from buildings and the emergency area
7. Eliminate all sources of ignition
8. Eliminate gas source when a gas meter set or associated service line piping is suspected or known as the source (take precautions not to breath oxygen deficient air and always utilize proper protective clothing in a gaseous atmosphere)
9. Eliminate gas source when a gas main is suspected or known as the source (this may require assistance and operation of plugging tools and/or valves)
10. Eliminate any ignited gas source(s) within capabilities
11. Consider lowering the gas supply pressure, isolating a segment of main or taking a pipe segment out of service (all meter riser valves associated with a "dead main" must be shut off)
12. Restore service at the earliest opportunity
13. Announce to management and emergency response agencies when the emergency nature of the situation has been mitigated

Restoration of Service

Should loss of service occur, Island Energy personnel are normally the first persons to become aware of the problem through calls from the public and/or customers. Loss of service could be due to system damage, frozen regulators, line breakage, sabotage and/or loss of gas supply. In either case, the following steps should be taken:

1. The General Manager or assigned designee will dispatch designated field

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personnel on emergency call-out duty to the affected area(s).
2. The General Manager shall telephone the gas supplier and any other mutual emergency response agencies deemed necessary.
3. A field employee will also be dispatched to the appropriate regulator station supplying each affected area.
4. Dispatched field personnel will assume responsibility for on-site investigation of the condition, for determining what actions are required to correct the situation, and for taking the necessary corrective action.
5. All regulator station inlet and outlet pressures will be communicated to the General Manager or assigned designee.
6. An extreme increase in load demand may cause an outage or loss of service in an adjacent area, therefore, regulator station outlet pressure shall only be increased at the direction of the General Manager or assigned designee.
7. Field personnel shall make spot checks of the affected area by checking system pressures at service risers.
8. Field personnel shall perform leakage surveys, as necessary.
9. Emergency valve closure may be required.
10. Implement the Emergency Guideline, as necessary.
11. Loss of service may require meter shut off, system purging and appliance re-lighting.
12. Follow system startup/purging steps in O&M section Startup-Shutdown-Purging on page 23.
13. Verifying meter shut off may be accomplished by applying red tags or by making a black mark across the front of the meter body after shut off. As field personnel begin to perform service line purging and appliance re-lighting, another black mark across the front of the meter body, forming an "**X**", may be made or removal of the red tag. Appliance re-lighting can now be performed.
14. This practice will eliminate redundant loss of service and appliance re-lighting.
15. Where all connected appliances in a building cannot be accessed for re-lighting, the meter will remain shut-off and locked and a "Blue Door Hanger" shall be left at the building (Appendix B).
16. Meters that have been shut-off where the customer is not at home shall require a "Blue Door Hanger" to be left at the building (Appendix B).
17. A concise record of all events and actions taken shall be recorded and maintained at the Operations Headquarters (Form 615-1 Emergency Notification Record/Activity Log).

Natural Disasters

During and after the occurrence of natural disasters, the General Manager will be responsible for maintaining open communication with both gas operations personnel and outside emergency response agencies.

Form 615-2: Emergency Telephone List, contains a current list of emergency response agencies that may be contacted for mutual assistance. System plats/maps should also be available.

Natural disasters may pose unique scenarios for gas personnel many of the guidelines described for particular emergencies may apply to similar circumstances associated with natural disasters.

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Earthquake
After a major earthquake in the gas service area, all available personnel will be contacted to report for emergency response duty. System patrolling will be performed with particular attention to the regulator stations with regard for potential damage and subsequent leakage.

All areas where abnormal movement could affect the serviceability of gas facilities, including waterway and bridge crossings, will receive next patrolling priority.

Emergency shutdown of facilities will be performed where such activity is deemed necessary and as described in this Emergency Plan.

Flash Flooding
Flash flooding will necessitate the protection of human life and property, including gas personnel.

Gas personnel will not risk entering floodwaters for any reason without the aid of emergency personnel and equipment.

The General Manager will determine which segments of the gas distribution system will be shut down due to inundation by floodwaters.

After floodwaters have receded, all affected regulator stations will be checked for intake of water. All meters will be removed.

Previously inundated areas will be patrolled for signs of facility damage and movement of large amounts of soil that may have caused washouts of gas facilities.

Restoration of service will be performed as described earlier in this Emergency Plan.

Mains and service lines exhibiting evidence of water intake will be thoroughly purged according to O&M section Startup-Shutdown-Purging on page 23.

A follow-up leakage detection survey will be performed after all required purging has been completed but prior to placing any meter sets into service.

Wildfires
Whenever a wildfire has the potential to impinge upon gas facilities, the General Manager will dispatch field personnel to patrol all areas of the gas system where wildfire may become a danger to gas facilities.

Such facilities will be considered for shutdown and isolation until all danger has been mitigated.

All decisions for facility shutdown and isolation will be performed in close conjunction with Fire/Police officials.

System shutdown and startup will be performed according to O&M section Startup-Shutdown-Purging on page 23.

Media Communications
During an emergency, all media requests for information shall be referred to the General Manager. Suggested actions and comments to the media may include the following:
1. Calm the situation
2. Do not make reckless comments
3. Tell precisely what the public can do to help

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4. Tell precisely what the Island Energy is doing to mitigate the emergency
5. Give only the facts to prevent baseless rumors
6. Repeat the most encouraging view of the situation that facts will permit
7. Do not speculate regarding the situation in the absence of facts
8. Explain what to do and what not to do when there is a strong gas odor
9. Provide the Gas/Police emergency telephone numbers to customers for reporting gas leaks/odors or other information during both business and after business hours

Public Announcements

1. Announcements to the public and customers may be conveyed by Island Energy, (in both English and Spanish), through the following means:
   Radio/television (if applicable)
   Newspapers
   Meetings
   Bill stuffers
   Hand-outs
   Bulletin Board postings

Gathering of Emergency Data

After each major gas leak, fire or explosion, appropriate Island Energy officials, in conjunction with other mutual emergency response agencies, shall conduct an investigation in order to gather all facts, data and evidence associated with the emergency and to evaluate this data. This gathering effort will include, but not be limited to, the following:

1. Requesting a record of all mutual response agency communications, activities and generated reports, during and related to, the emergency
2. A record of all Island Energy information, communications and activities transpiring during the emergency
3. A request to have all officials and employees involved in the emergency present to assist or provide input
4. Preservation of all potential or actual physical and recorded evidence refer to O&M section Investigation of Failures on page 92.
5. Consider pressure testing piping segments, regulators, and conducting meter clocking for evidence of leaking pipes
6. Review system maintenance activities and leakage survey results in the affected area, O&M section Leakage Surveys on page 46.
7. Determine whether recent construction activity has taken place in the affected area
8. Review cathodic protection records for the affected area. O&M section External Corrosion Control – Monitoring on page 94.
9. Review odorization records in the affected area. O&M section Odorization on page 89.

Post-Emergency Review

After each emergency event has been mitigated and any **required notifications**/reports have been filed, operator officials shall conduct a review of all facts and response activities associated with the emergency.

This review shall determine the effectiveness of emergency response in order to eliminate any recurrence and to establish any areas of response that could be improved.

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Activities identified for improvement shall be scheduled for implementation at the earliest opportunity.

Any Island Energy post accident drug/alcohol testing deemed to be required shall be conducted.

The results of this post-emergency review shall be documented and maintained at the Operations Headquarters.

Emergency Liaison Program
Island Energy will offer an annual program to Fire, Police, Coast Guard and other mutual emergency response agencies in order to remain in compliance with 49 CFR 192.615 (a) (2) and (8), as well as 192.615 (c) (1-4).

This program will include discussion of the Island Energy intentions and employee training provisions for adhering with these requirements, as well as a detailed presentation of natural gas characteristics compared to other pure gases and hydrocarbon vapors.

A record of persons attending, their respective agencies and a synopsis of the program contents shall be maintained at the Operations Headquarters.

Emergency Site Cleanup and Restoration

Each emergency site/area shall be cleaned and restored to a condition that is as near normal to that preceding the emergency, as is possible.

Employee Training

All Island Energy emergency response personnel will be trained regarding the provisions of the Emergency Plan on an annual basis. This training will include the following:

1. Emergency Plan updates
2. Responsibilities review
3. Location and use of emergency equipment
4. Properties of natural gas
5. Location and review of system maps
6. Location and review of main records
7. Location and review of service line records
8. Location and review of emergency valve records
9. Review of hypothetical emergencies for reinforcement of steps to be taken
10. Review of records requirements
11. Telephonic and written report requirements

REPORTING REQUIREMENTS

Notifying Fire, Police, Coast Guard and other public officials
Personnel at the Operations Headquarters, or other designated operator personnel, shall contact appropriate police, fire and other public officials in an effort to have additional public safety measures near and around the emergency scene.

The Emergency Telephone List, Form 615-2 contains a current list of all emergency responders and shall be used whenever mutual assistance is required.

Open and effective communications with these officials must be maintained throughout the emergency period.

Actions by these officials may include, but are not be limited to, crowd control, traffic control, evacuation, providing temporary shelter, road/highway closure and emergency medical response.

In cases that constitute a reportable accident/incident, refer to Regulatory

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Notification Record, Form 615-3 in this procedure for Federal reporting requirements.

PHMSA requires that any release of gas involving one or more of the following consequences:

1. Human death or inpatient hospitalization; or
2. Estimated property damage of $50,000.00, including loss to the operator or others, or both, but excluding cost of gas lost; or
3. Unintentional estimated gas loss of three million cubic feet or more; or
4. An event that is significant, in the judgment of the operator, even though it did not meet the above criteria; be reported under the provisions of 49 CFR §191.5, §191.9 and §191.15.

The General Manager, or his/her designee, will submit the following incident notifications/reports:

Emergency scenarios that meet the definition of "*incident*" under 49 CFR §191.3 (1) (ii) will be telephonically reported to PHMSA under the requirements of 49 CFR §192.5, §191.9 and §191.15.

The following information will be required for telephonically reporting an incident to Federal authorities:

1. Name and telephone number of the individual reporting the incident.
2. The location of the incident (street address, city, county, state)
3. Date of the incident
4. Estimated or actual time of the incident
5. The number of injured persons and/or fatalities involved, as applicable
6. Type and extent of property damage, as applicable
7. Description of the incident

Telephonic reports of incident must be made at the earliest practicable moment after discovery but generally within one hour, (1 Hr.), after discovery.

Written distribution system incident reports will be submitted using PHMSA Form RSPA F 7100.1 as soon as practicable but not more than thirty, (30), days after detection of an *incident* required to be reported telephonically, as stated above.

Should additional relevant information pertaining to a distribution system *incident*, as described above, become available after submittal of the required written report, Island Energy will submit a supplemental report, as deemed necessary, clearly referencing the original written report by date and subject.

Form 615-3 can be used to facilitate written reports as described above.

RELATED CODE PROCEDURES

Sub Part I – Requirements for Corrosion Control

Sub Part L - Operations

Sub Part M - Maintenance

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Form 465	Approval; Date:
Revision date: 05/01/07	Supersedes: None

External Corrosion Control – Monitoring Record

EMPLOYEE NAME:_____

DATE	TEST POINT DESIGNATION	MAIN	SERV.	VOLTAGE READING	REMARKS/REMEDIAL ACTION TAKEN

ALL PIPE-TO-SOIL READINGS ARE NEGATIVE DC VOLTAGE UNITS UNLESS OTHERWISE INDICATED

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Form 465-A-	Approval; Date:
Revision date: 05/01/07	Supersedes: None

External Corrosion Control – Rectifier Inspection Record

DATE	VOLTAGE READING	CURRENT READING	EMPLOYEE INITIALS

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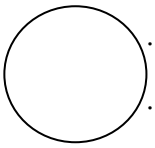
Form 465-B	Approval; Date:
Revision date: 05/01/07	Supersedes: None

Anode Test Lead – Installation/Replacement Record

FACILITY LOCATION	DATE	MAIN		SERVICE	
	___/___/___	Y	N	Y	N

LOCATION SKETCH



INDICATE NORTH ABOVE:

INSTALLED BY:	REMARKS:

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Exposed Pipe/Internal Corrosion Record

DATE: _____

ADDRESS/SYSTEM MAP LOCATION: _____

_____

RESPONDING EMPLOYEE(S): _____

_____

WORK PERFORMED: _____

_____

_____

TYPE OF PIPE: STEEL [ ] PE [ ] SIZE _____ P.S.I. _____

DEPTH OF PIPE: _____

TYPE OF COATING: TAPE WRAP [ ] PLASTIC COATING [ ] N/A [ ]
OTHER _____

CONDITION OF COATING: GOOD [ ] FAIR [ ] POOR [ ]

TYPE OF SOIL: SAND [ ] CLAY [ ] GRAVEL [ ] OTHER _____

SOIL MOISTURE: DRY [ ] DAMP [ ] WET [ ]

TYPE OF CORROSION: GENERAL [ ] LOCALIZED [ ] N/A [ ]
INTERNAL [ ] OTHER _____

ANODE INSTALLED: YES [ ] NO [ ]

TYPE OF ANODE INSTALLED: _____ ANODE WEIGHT _____

CP READINGS: BEFORE _____ AFTER _____ MAP # _____
PIPE/SOIL INTERFACE _____

REMARKS: _____

_____

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Form 481	Approval Date:
Revision date: 01/23/15	Supersedes: None

Atmospheric Corrosion Inspection Record

DATE: ____/____/____ **EMPLOYEE SIGNATURE: _____**

FACILITY MAP DESIGNATION	FACILITY LOCATION	ATMOSPHERIC CORRSION (YES)	REMARKS/REMEDIAL ACTION TAKEN

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Form 487	Approval Date:
Revision date: 05/01/07	Supersedes: None

Remedial Action Record for Generalized/Localized Corrosion

DATE: ____/____/____ **EMPLOYEE SIGNATURE: _____**

FACILITY MAP DESIGNATION	FACILITY DESCRIPTION	REPAIR MATERIALS USED	REMARKS/REMEDIAL ACTION

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Pre-Tested Pipe/Leak Test Record

DATE: ____/____/____ LOCATION: _____

	PIPE SIZE	LENGTH	DEPTH OF BURY
[ ] MAIN	_____ in.	_____ ft. _____ in.	_____ ft. _____ in.
[ ] SERVICE LINE	_____ in.	_____ ft. _____ in.	_____ ft. _____ in.

PIPE INFORMATION:

[ ] Steel Pipe [ ] Plastic Pipe Pipe Date: __/__/__

Pipe Specifications: _____

[ ] Coated Pipe [ ] Uncoated Pipe [ ] Tape Coat

[ ] Anode Installed [ ] Valve Installed [ ] Tapping Tee

NOTES: _____

LEAK TEST INFORMATION:

[ ] Air Test at psig [ ] Gas Test at psig

Gauge Last Calibrated: __/__/__

Duration of Test: Operating Pressure of new Pipeline:

_____ Hr. _____ Min. Placed into Service: _____ psig

TYPE OF TEST PRESSURE RECORD: GAUGE: YES [ ] NO [ ] Chart: YES [ ] NO [ ]

Tested By: _____

Title: _____

THIS FORM MAY BE USED IN CONJUNCTION WITH AN ANODE INSTALLATION DIAGRAM, IF APPLICABLE.

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General Pipeline Repair Record

LOCATION _____

DATE DETECTED: ____/____/____ **EST. NO. OF LEAKS**: _____

GAS DETECTED AT:

CRACK	[ ]	RIVER CROSSING	[ ]	ALLEY	[ ]
VALVE	[ ]	STREET	[ ]	REG. STATION	[ ]
DITCH	[ ]	R.R. ENCASEMENT	[ ]	MANHOLE	[ ]
OTHER	[ ]	HWY ENCASEMENT	[ ]	PIT OF VALVE	[ ]

APPEARS TO BE:

MAIN	[ ]	SERVICE	[ ]	HOUSE PIPING	[ ]
COCK	[ ]	REGULATOR	[ ]	METER FITTING	[ ]
METER	[ ]				

COVER:

CONCRETE	[ ]	ASPHALT	[ ]	BRICK	[ ]
GRAVEL	[ ]	LAWN	[ ]	DIRT	[ ]
OTHER	[ ]				

CGI INSTRUMENT TEST:

NEGATIVE	[ ]	POSITIVE	[ ]	OFF SCALE	[ ]
		% LEL _____		% CO _____	

OPERATING PRESSURE: _____

REPAIR:

DATE UNCOVERED ____/____/____ DATE REPAIRED ____/____/____ REPAIRED BY _____

CAUSE OF LEAK:

DAMAGE BY OUTSIDE FORCE	[ ]	CORROSION	[ ]	METER FITTING	[ ]
CONSTR. DEFECT	[ ]	VALVE	[ ]	TAP FITTING	[ ]
MATERIAL FAILURE	[ ]	OTHER	[ ]	MAIN	[ ]
				SERVICE	[ ]

METHOD OF REPAIR/REMARKS: _____

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YEAR	DATE	REVIEWER'S NAME	REVISION/REMARKS
2010	*05/11*	*HIT-KIT, LLC*	*pgs. 59 – 61, Regulator Stations, Revision of bypass and startup procedures.*
2010	*05/11*	*HIT-KIT, LLC*	*pg. 73, External Corrosion Control – Monitoring, Addition of procedure for reading a rectifier output using a multi meter.*
2010	*12/22*	*Stephen Moore Island Energy*	*Pgs. 114-115, Emergency Telephone list. Revise and update phone numbers. Removed Media contact information.*
2011	*01/14*	*Guadagni & Moore Island Energy*	*Complete update changes outlined in archived files.*
2012	*01/8*	*Guadagni & Moore Island Energy*	*Complete update changes outlined in archived files.*
2013	*06/13*	*Guadagni & Moore Island Energy*	*MAOP and excess flow valve section updated. Multiple misspellings and grammatical errors corrected.*
2014	*01/28*	*Guadagni & Moore Island Energy*	*Complete update changes outlined in archived files.*
2015	*1/30/15*	*Guadagni & Moore Island Energy*	*Complete update changes outlined in archived files.*
2016	*1/29/16*	*Guadagni & Moore Island Energy*	*Complete update changes outlined in archived files*
2017	*1/17/17*	*Guadagni & Moore Island Energy*	*Complete update changes outlined in archived files*
2017	*6/15/17*	*Guadagni & Moore Island Energy*	*Updated to reflect required and recommended changes from Jan 2017 PHMSA inspection*
2018	*2/22/18*	*Guadagni & Moore Island Energy*	*Complete update changes outlined in archived files*
2021	1/26/2021	Buchanan	Refer to Revision Log – Post PHMSA Audit comments incorporated for 2019, 2020

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YEAR	DATE	REVIEWER'S NAME	WORK TYPE REVIEWED/REMARKS
2011	Jan. 10	Peter Guadagni	Pipeline operations and maintenance work are effective and adequate. Both hit Kit and GTS corroborates this assessment.
2012	Feb 8	Peter Guadagni	Pipeline operations and maintenance work are effective and adequate.
2013	Jun 13	Peter Guadagni	Pipeline operations and maintenance work are effective and adequate.
2014	May 14	Peter Guadagni	Pipeline operations and maintenance work are effective and adequate.
2015	JAN 30	Peter Guadagni	Pipeline operations and maintenance work are effective and adequate.
2016	JAN 29	Peter Guadagni	Pipeline operations and maintenance work are effective and adequate.
2017	JAN 17	Peter Guadagni	Pipeline operations and maintenance work are effective and adequate.
2018	JAN 18	Doug Buchanan	Pipeline operations and maintenance work are effective and adequate.
2020	Nov 05	Doug Buchanan	Pipeline operations and maintenance work are effective and adequate.

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OQ Plan Review/Revision Record

YEAR	DATE	REVIEWER'S NAME	REVISION/REMARKS
2012	2/8/12	Peter Guadagni	Review and Revisions are correct and current
2013	6/13/13	Peter Guadagni	OQ reviewed and CT's validated
2014	2/2/14	Peter Guadagni	Review and Revisions are correct and current
2015	1/30/15	Peter Guadagni	Review and Revisions are correct and current
2016	1/29/16	Peter Guadagni	Review and Revisions are correct and current
2017	1/23/17	Peter Guadagni	Review and Revisions are correct and current
2018	2/22/18	Peter Guadagni	Review and Revisions are correct and current
2020	11/5/2020	Doug Buchanan	Revisions are correct and current

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Dimp Review/Revision Record

YEAR	DATE	REVIEWER'S NAME	REVISION/REMARKS
2012	11/19/12	Steve Moore/Peter Guadagni	Review and Revisions are correct and current
2013	4/2/13	Steve Moore/Peter Guadagni	Review and Revisions are correct and current
2014	5/7/2014	Steve Moore/Peter Guadagni	Review and Revisions are correct and current
2015	6/2/2015	Steve Moore/Peter Guadagni	Review and Revisions are correct and current
2016	5/2/2016	Steve Moore/Peter Guadagni	Review and Revisions are correct and current
2017	5/12/17	Steve Moore/Peter Guadagni	Review and Revisions are correct and current
2017	6/15/17	Steve Moore/Peter Guadagni	Revisions to reflect Jan 2017 PHMSA inspection recommendations
2018	4/24/18	Steve Moore/Doug Buchanan	Review and Revisions are correct and current
2020	11/5/2020	Doug Buchanan	No Revisions - correct and current

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Form 613	Approval; Date:
Revision date: 05/01/07	Supersedes: None

Continuing Surveillance Record

PERIODIC VISUAL INSPECTION OF FACILITIES Name:_____ Date:_____

	Abnormal or Unusual O&M Conditions? YES	NO	N/A	Action Taken
1. Changes of population densities (Class Location).	_____	_____	_____	_____
2. Effect of exposure or movement of pipeline facilities.	_____	_____	_____	_____
3. Changes in topography which may have an effect on pipeline facilities.	_____	_____	_____	_____
4. Potential for or evidence of tampering, vandalism failure or damage.	_____	_____	_____	_____
5. Effects of encroachments on pipeline facilities.	_____	_____	_____	_____
6. Potential for gas migration into buildings from through air intakes.	_____	_____	_____	
7. Other _____ _____				_____

PERIODIC REVIEW AND ANALYSIS OF RECORDS

	Abnormal or Unusual O&M Conditions? YES	NO	N/A	Action Taken
1. Patrols.	_____	_____	_____	_____
2. Leakage Surveys.	_____	_____	_____	_____
3. Valve Inspections.	_____	_____	_____	_____
4. Vault Inspections.	_____	_____	_____	_____
5. Pressure regulating, relieving and limiting equipment inspections.	_____	_____	_____	_____
6. Corrosion control inspections.	_____	_____	_____	_____
7. Other_____				

UNSATISFACTORY PIPELINE SEGMENT(S)

Location	Program to Recondition, Phase Out, or Reduce MAOP
_____	_____

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Form 613-bridge	Approval; Date:
Revision date: 05/01/07	Supersedes: None

Continuing Surveillance Record – Bridge & Causeway

PERIODIC VISUAL INSPECTION OF FACILITIES Name:_____ Date:_____

	Abnormal or Unusual O&M Conditions? YES	NO	N/A	Action Taken
1. Inspection of bridge pipe and hangers (triennial)	_____	_____	_____	_____
2. Inspection of steel pipe and valves on either side of lift span (triennial)	_____	_____	_____	_____
3. Inspection of snorkel splash zone (triennial)	_____	_____	_____	_____
4. Inspection of underwater portion of pipe (every 10 years)	_____	_____	_____	_____
5. Other_____				

PERIODIC REVIEW AND ANALYSIS OF RECORDS

	Abnormal or Unusual O&M Conditions? YES	NO	N/A	Action Taken
1. Bi Monthly rectifier inspection voltage & current readings	_____	_____	_____	_____
2. Cathodic Protection survey trends	_____	_____	_____	_____
3. Other_____				

UNSATISFACTORY PIPELINE SEGMENT(S)

Location	Program to Recondition, Phase Out, or Reduce MAOP
_____	_____

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Form 615-1	Approval Date:
Revision date: 1/23/15	Supersedes: All previous date's

Emergency Notification Record/Activity Log

DATE: ____/____/____ TIME:_____ AM [ ] PM [ ] EMPLOYEE SIGNATURE: _____

CALLER NAME: _____ CALLER ADDRESS:_____

_____CALLER TELEPHONE NUMBER: _____

LOCATION OF EMERGENCY (IF DFFERENT): _____

GAS BLOWING: YES [ ] NO [ ] NOISE IS LOUD: YES [ ] NO [ ]

GAS LEAK IS INSIDE/OUTSIDE INSIDE [ ] OUTSIDE [ ] ODOR OF GAS: YES [ ] NO [ ]

STRONG ODOR: YES [ ]NO [ ]

DURATION OF SITUATION: ESTIMATED INCIDENT START TIME_____ [ ] AM [ ] PM

TYPE OF STRUCTURE(S) INVOLVED: SCHOOL [ ] PUBLIC [ ] HOSPITAL [ ] RESIDENCE [ ]

MULTIFAMILY [ ] OTHER (DESCRIBE): _____

OTHER DETAILS OF NOTIFICATION: _____

EMPLOYEE(S) DISPATCHED TO SCENE AND TIME: _____

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Form 615-1	Approval Date:
Revision date: 1/23/15	Supersedes: All previous date's

Emergency Notification Record/Activity Log

EMPLOYEE(S) TIME OF ARRIVAL AT SCENE: _____ AM [ ] PM [ ]

DISCOVERY AT SCENE: LEAK YES [ ] NO [ ] LEAK GRADE: 1 [ ] 2 [ ] 3 [ ]

LEAK INSIDE: YES [ ] NO [ ] LEAK OUTSIDE: YES [ ] NO [ ]

PROPERTY DAMAGE: YES [ ] NO [ ] INJURIES: YES [ ] NO [ ]

EXTENT OF INJURIES: MINOR [ ] MAJOR [ ] FATALITY: YES [ ] NO [ ]

EMERGENCY ASSISTANCE REQUIRED: YES [ ] NO [ ]

EMERGENCY ASSISTANCE AGENCY OR AGENCIES REQUESTED: POLICE [ ] FIRE [ ]

AMBULANCE [ ] MUTUAL ASSISTANCE GAS OPERATOR(S) [ ] COAST GUARD [ ]

MUTUAL ASSISTANCE GAS OPERATOR(S) NOTIFIED: PG&E [ ] CUEA [ ]

ACTIVITY LOG: (VALVES ISOLATED, CONTACT BY REGULATORY AGENCY, ETC.)

EMPLOYEE TO ATTACH SUPPLEMENTAL SHEET(S), AS APPLICABLE, TO THIS RECORD ALONG WITH SIGNATURE

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EMERGENCY TELEPHONE LIST

ISLAND ENERGY

Principal Emergency Contacts:

Douglas W. Buchanan, Power Company Manager	**(925) 252-4185M-F 8 am – 5:00 pm** **(925) 596-0527 Cell**
Vanessa Xie Senior Financial Analyst	**(925) 252-4097 M-F 8 am – 5:00 pm** **(925) 354-9873 Cell**
Scott Silver Utility Technician I	**(408) 597-6945 Cell** **(707) 689-3151 Work Cell**
Brad Bond Utility Technician I	**(747) 998-3381 Cell** **(707) 333-8619 Work Cell**
Kamal Neogy Utility Technician I	**(415) 930-3199 Cell** **(707) 567-4055 Work Cell**
David Clift Utility Lineworker	**(925) 305-4483 Cell** **(707) 567-0244 Work Cell**

MARE ISLAND CAUSEWAY BRIDGE **(707) 562-3556**

OFFICE OF PIPELINE SAFETY (PHMSA)

Reporting Accidents/Incidents (Washington, DC)	**(800) 424-8802**
(Ontario, CA)	**(909)225-1386**

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Emergency Telephone List

MUTUAL ASSISTANCE GAS OPERATORS	
Pacific Gas & Electric	**(800) 811-4111** **(800) 743-5000**
UNDERGROUND SERVICE ALERT (USA)	**(800)-642-2444 or 811**
VALLEJO FIRE DEPARTMENT	**911 (EMERGENCIES)** (707) 648-4526 **(NON-EMERGENCIES)**
POLICE DEPARTMENT	**911 (EMERGENCIES)** **(707)552-3285** **(NON-EMERGENCIES)**
COUNTY SHERIFF'S DISPATCH	**911 (EMERGENCIES)** (707) 421-7090 **(NON-EMERGENCIES)**
SOLANO COUNTY OFFICE OF EMERGENCY SERVICES	**(707) 784-1600**
AMBULANCE SERVICE	**911 (EMERGENCIES)**
Critical Care Transport (AMR)	**(800) 533-8600**
HOSPITALS	
KAISER PERMENENTE HOSP. SUTTER SOLANO MEDICAL CNTR.	**(707) 651-1000** **(707) 554-4444**
CALIFORNIA HIGHWAY PATROL	**911 (EMERGENCIES)** **(707) 428-2100** **(NON-EMERGENCIES)**
CALIFORNIA EMERGENCY MANAGEMENT AGENCY	**(510) 286-0895**
CALIFORNIA UTILITY EMERGENCY ASSOCIATION	
Jenny Regino	916.845.8518 Office 916.709-6708 Cell

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SCHOOLS

MARE ISLAND ELEMENTARY SCHOOL	**(707) 556-8560**
TOURO UNIVERSITY	**(707) 638-5259**

US COAST GUARD

Eleventh Coast Guard District

Attn: Bridge Office **(510) 437-3516**

Commander (dpw)
Eleventh Coast Guard District
Coast Guard Island, BLDG 50-2
Alameda, CA 94501-5100

Carl Hausner
Chief, Bridge Section
Carl.T.Hausner@uscg.mil

Mare Island Pier 35 Station	**(415) 556-2760**
Mare Island Preservation Hill Station	**(415) 399-3520**

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Regulatory Notification Record

A telephonic incident or safety related condition report must be made to the Pipeline and Hazardous Materials Administration (PHMSA)

Pipeline and Hazardous Materials Administration (PHMSA)
National Response Center
Nassif Building, Room 2335
400 Seventh Street, SW
Washington, DC 20590
(800) 424-8802

Pipeline and Hazardous Materials Administration (PHMSA)
Western Region (Lakewood, CO Office)
12300 W. Dakota Ave
Lakewood, CO 80228
(720) 963-3160 Office

An Incident OR Safety-Related Condition report requiring telephonic notification must be followed by a written report within thirty (30) days of detection unless officially retracted.

DATE: ____/____/____ OPERATORE NAME: _____

OPERATOR ADDRESS: _____

OPERATOR TELEPHONE NUMBER: _____ **OPERATOR ID NO.**_____

EMPLOYEE NAME: _____ **EMPLOYEE JOB TITLE:**_____

NAME OF CALL RECIPIENT: _____

DESCRIPTION OF CONDITION DISCOVERY: ____/____/____ ADDRESS OF CONDITION: _____

_____

DESCRIPTION OF INCIDENT OR SAFETY-RELATED CONDITION: _____

_____

_____

CORRECTIVE ACTION TAKEN: _____

_____

_____

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Emergency Response Liaison Agency Record

DATE	ATTENDEE NAME (PLEASE PRINT)	ATTENDEE SIGNATURE	COMPANY/GROUP REPRESENTED
1/31/11	COV Police Notified	Did not respond	
1/31/11	Solano Sheriff Notified	Did not respond	
Feb 11	Paige Meyer		COV Fire
Feb 11	Dave Uritia		COV Fire
2/6/12	Chief Paige Meyer	Did not respond	COV Fire
2/6/12	Chief Robert Nichelini	Did not respond	COV Police
2/6/12	Sheriff Gary R. Stanton	Did not respond	Solano County Sheriff's
2/1/13	Chief Paige Meyer	Did not respond	COV Fire
2/1/13	Joseph Kerns	Did not respond	COV Police
2/1/13	Thomas Ferrera	Did not respond	Solano County Sheriff's
1/24/14	Chief Paige Prince	Did not respond	COV Fire
1/24/14	Chief Robert Kreins	Did not respond	COV Police
1/24/14	Sheriff Thomas Ferrara	Did not respond	Solano County Sheriff's
1/30/15	Chief Jack McArthur	Did not respond	COV Fire
1/30/15	Chief Andrew Bidou	Did not respond	COV Police
1/30/15	Sheriff Thomas Ferrara	Did not respond	Solano County Sheriff's
1/29/16	Chief Jack McArthur	Did not respond	COV Fire
1/29/16	Chief Andrew Bidou	Did not respond	COV Police
1/29/16	Sheriff Thomas Ferrara	Did not respond	Solano County Sheriff's
10/24/16	Inspector Robert Chambers	At Fire Station Building 127	COV Fire
1/30/17	Chief Andrew Bidou	Did not respond	COV Police
1/30/17	Sheriff Thomas Ferrara	Did not respond	Solano County Sheriff's
1/30/17	Chief Jack McArthur	Did not respond	COV Fire
1/30/17	California Highway Patrol	Did not respond	CHP
6/12/17	Coast Guard Vallejo	Did not respond	Coast Guard Vallejo
1/24/18	Chief Andrew Bidou	Did not respond	COV Police
1/24/18	Sheriff Thomas Ferrara	Did not respond	Solano County Sheriff's
1/24/18	Chief Jack McArthur	Did not respond	COV Fire
1/24/18	California Highway Patrol	Did not respond	CHP
1/24/18	Coast Guard Vallejo	Did not respond	Coast Guard Vallejo

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Public Awareness Program Record

DATE		TYPE OF COMMUNICATION				TARGET AUDIENCE CONTACTED	REMARKS/ INQUIRIES
	L	MT	BS	S&S	ME		
1/11/11			X			Customers, School Administrators	
6/11/11			X			Customers, School Administrators	Eng/Spn
1/5/12	X					Excavators	Eng/Spn
2/6/12	X					Safety Officials	Eng
2/10/12			X			Customers, School Administrators	Eng/Spn
2/1/2013	X					Excavators	Eng/Spn
1/30/13	X					Safety Officials	Eng
2/11/13			X			Customers, School Administrators	Eng/Spn
2/11/13	X					USA on call center	Eng
2/1/13	X					Businesses adjacent to Mare Island Causeway	Eng
1/10/14			X			Customers	Eng
1/24/14	X					School Officials, USA, Public Officials, Businesses adjacent to Mare Island Causeway	Eng
1/27/14	X					Excavators	Eng
12/10/14				X		Customers	Eng
1/30/15	X					School Officials, USA, Public Officials, Businesses adjacent to Mare Island Causeway, Customers	Eng
1/29/16	X					School Officials, USA, Public Officials, Businesses adjacent to Mare Island Causeway, Customers, Excavators	Eng
1/10/16				X		Customers	Eng
10/24/16		X				Safety Officials	Eng
1/6/17	X					Excavators	Eng
1/11/17			X			Customers	Eng
1/19/17	X					School Officials, USA, Public Officials, Businesses adjacent to Mare Island Causeway	Eng
1/30/17	X					Safety Officials	Eng
6/12/17	X					Coast Guard	Eng

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Public Awareness Program Record

DATE		TYPE OF COMMUNICATION				TARGET AUDIENCE CONTACTED	REMARKS/ INQUIRIES
	L	MT	BS	S&S	ME		
1/24/18	X					School Officials, USA, Businesses adjacent to Mare Island Causeway, Customers, Excavators, Customer owned line notifications, Safety Officials	Eng
6/11/18			X			Customers, School Administrators	Eng
11/8/19			X			All Customers	Eng
11/5/20			X	X		All Customers	Eng / Span
1/22/2021				X	X	Maritime Operators, USCG, COV, Schools, Contractor / Excavators	Eng / Span

NOTE: **L**=LETTER, **MT**=MEETING **BS**=BILL STUFFER, **S&S**=SCRATCH & SNIFF, **ME** = MEDIA

ALL CONTACT REMARKS/INQUIRIES WILL BE RECORDED AND ATTACHED TO THIS FORM.

WHERE APPLICABLE, A COPY OF COMMUNICATION MATERIAL IS TO BE ATTACHED TO THIS FORM.
MEETINGS SHOULD INCLUDE A PARTICIPANT QUESTIONAIRE THAT INCLUDES THE FOLLOWING:

1. **Do the participants comprehend the purpose of the natural gas system?**
2. **Are the participants aware of the potential hazards of a natural gas release?3) Do the participants comprehend how to work with the operator during a gas emergency?**
3. **Do the participants comprehend how to contact the operator for additional info?**

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NATURAL GAS SAFETY INFORMATION

Island Energy operates a natural gas distribution system within the physical boundaries of Mare Island in Vallejo, CA. Maintaining a safe system is our top priority and we periodically send information to our customers and others who live and work in our service area on gas safety.

WHAT IS NATURAL GAS?

Natural gas is a non-toxic, colorless fuel, about one-third lighter than air. Gas burns, but only when mixed with air in the right proportion and ignited by a spark or flame. In its purified state, gas has no smell. For your protection, the Gas Company adds a harmless, distinctive odor so you can detect and report the slightest gas leak.

HOW SAFE IS NATURAL GAS?

Natural gas has an excellent safety record, but like other forms of energy, it requires a certain amount of caution. Gas emergencies are rare, but they can happen.

- Whenever gas leaks from a pipe or pipe fitting, there is a possibility of fire or explosion.
- If leaking gas accumulates in a confined space, it can displace air and cause suffocation.
- If a gas appliance is not working properly, incomplete combustion can produce carbon monoxide and other toxic gases.
- A pilot light or gas burner can ignite combustible materials and flammable vapors, such as gasoline, paint thinner or aerosols.

HOW YOU CAN PREVENT NATURAL GAS EMERGENCIES

- Keep all appliances cleaned, properly vented and serviced regularly.
- Make sure everyone in your family knows how to operate gas appliances and shut-off valves.
- Don't use an open gas oven for heating your home or drying clothes.
- Don't use or store gasoline, aerosols or other products with flammable vapors near gas appliances.
- Change or clean your furnace filter regularly per manufacturer's guidelines.
- Never cover fresh air vents that supply air to your gas appliances.
- Have all gas line alterations and appliance repairs performed by a professional.
- Before digging in your yard, be sure you know the location of underground gas lines. Call your local One Call Center at 811 or 1-800-227-2600.

ANYTIME YOU SUSPECT A GAS LEAK OR GAS EMERGENCY, CALL ISLAND ENERGY AT: 707-562-5000 DURING REGULAR BUSINESS HOURS MONDAY THROUGH FRIDAY

OR THE EMERGENCY LINE AFTER HOURS AT 707-750-4477.

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INFORMACIÓN SOBRE SEGURIDAD DEL GAS NATURAL

Island Energy opera un sistema de distribución de gas natural dentro de los límites físicos de la isla Mare en Vallejo, CA. Mantener un sistema seguro es nuestra máxima prioridad y periódicamente enviamos información a nuestros clientes y a otras personas que viven y trabajan en nuestra área de servicio sobre seguridad del gas.

¿QUÉ ES EL GAS NATURAL?

El gas natural es un combustible no tóxico e incoloro, aproximadamente un tercio más ligero que el aire. El gas se quema, pero solo cuando se mezcla con aire en la proporción correcta y se enciende por una chispa o llama. En su estado purificado, el gas no tiene olor. Para su protección, la compañía de gas añade un olor inofensivo y distintivo para que pueda detectar e informar la más mínima fuga de gas.

¿QUÉ TAN SEGURO ES EL GAS NATURAL?

El gas natural tiene un excelente historial de seguridad, pero al igual que otras formas de energía, requiere una cierta cantidad de precaución. Las emergencias de gas son poco frecuentes, pero pueden ocurrir.

- Siempre que se filtre gas de una tubería o tubería, existe la posibilidad de incendio o explosión.
- Si se acumula gas con fugas en un espacio confinado, puede desplazar el aire y causar asfixia.
- Si un aparato de gas no funciona correctamente, la combustión incompleta puede producir monóxido de carbono y otros gases tóxicos.
- Una luz piloto o un quemador de gas puede encender materiales combustibles y vapores inflamables, como gasolina, disolvente de pintura o aerosoles.

CÓMO PREVENIR EMERGENCIAS DE GAS NATURAL

- Mantenga todos los electrodomésticos limpios, ventilados y revisados con regularidad.
- Asegúrese de que todos los miembros de su familia sepan cómo operar aparatos de gas y válvulas de cierre.
- No utilice un horno de gas abierto para calentar su hogar o secar la ropa.
- No use ni almacene gasolina, aerosoles u otros productos con vapores inflamables cerca de aparatos de gas.
- Cambie o limpie el filtro de su horno regularmente según las directrices del fabricante.
- Nunca cubra las rejillas de ventilación de aire fresco que suministran aire a sus aparatos de gas.
- Tener todas las alteraciones de la tubería de gas y reparaciones de electrodomésticos realizadas por un profesional.
- Antes de cavar en su patio, asegúrese de conocer la ubicación de las líneas de gas subterráneas. Llame a su centro de atención telefónica local al 811 o al 1-800-227-2600.

EN CUALQUIER MOMENTO QUE SOSPECHE UNA FUGA DE GAS O UNA EMERGENCIA DE GAS, LLAME A ISLAND ENERGY AL: 707-562-5000 DURANTE EL HORARIO DE ATENCIÓN HABITUAL DE LUNES A VIERNES

O A LA LÍNEA DE EMERGENCIA FUERA DEL HORARIO DE ATENCIÓN AL 707-750-4477.

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SUPPLEMENTAL NOTICE TO MARE ISLAND EXCAVATORS

You are receiving this notice as a follow up to your attached request for USA locate services on Mare Island.

Island Energy operates a natural gas distribution within the physical boundaries of Mare Island in Vallejo, CA. Natural gas has an excellent safety record, but like other forms of energy, it requires a certain amount of caution. Gas emergencies are rare, but they can happen:

- Whenever gas leaks from a pipe or pipe fitting, there is a possibility of fire or explosion.
- Pipes ruptured during an excavation pose a special risk of fire and explosion and excavators are urged to use caution anytime they are digging on Mare Island.
- If leaking gas accumulates in a confined space, it can displace air and cause suffocation.

Please tell your workers that if they smell gas or suspect a gas leak while working on Mare Island they should immediately discontinue work and call **Island Energy at (707) 562-5000 or (707) 750-4477 after hours.**

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NOTA SUPLEMENTARIA A EXCAVADORES de ISLA de YEGUA

Reciba esta nota como un seguimiento a su petición para que USA pida servicios en la Isla de Yegua.

La Energía de la isla opera una distribución de gas natural dentro de las fronteras físicas de Isla de Yegua en Vallejo, CA. El gas natural tiene un excelente registro de seguridad, pero como otras formas de energía, requiere una cierta cantidad de cuidado. Las emergencias de gas son raras, pero pueden suceder:

- Siempre que hay escapes de gas de una pipa o tuberia, hay una posibilidad de fuego o explosión.
- Pipas o tubos reventados durante una excavación provocan un riesgo especial de fuego o explosión y los excavadores son instruidos a utilizar cuidado en cualquier momento que caven en la Isla de Yegua.
- Si una fuga de gas se acumula en un espacio restringido, puede desplazar el aire y causar asfixia.

Por favor informe a sus trabajadores que si huelen gas o sospechan de un escape de gas al trabajar en Isla de Yegua ellos deben descontinuar inmediatamente el trabajo y llamar a **Isla de Energia al (707) 562-5000 o (707) 750-4477 después de horas de trabajo.**

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Form 617	Approval; Date:
Revision date: 05/01/07	Supersedes: None

Investigation of Failures Record

DISCOVERY DATE: ____/____/____ **EMPLOYEE SIGNATURE: _____**

DISCOVERY TIME: ____/____/____ **FACILITY MAP DESIGNATION: _____**

FAILED FACILITY DESCRIPTION: _____

ON-SITE INVESTIGATION BRIEF: _____

REMEDIAL ACTION TAKEN/TIME: _____

ATTACH DETAILED METALURIGICAL ANALYSIS, CORROSION FAILURE ANALYSIS, REGULATORY AGENCY REPORTS TO THIS FORM, AS APPLICABLE. (INCLUDE PHOTOGRAPHIC SPECIMINS, WHEN AVAILBLE).

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Form 625	Approval; Date:
Revision date: 05/01/07	Supersedes: None

Odorant Sampling/Customer Sniff Test Record

DATE	SNIFF POINT MAP LOCATION OR CUSTOMER ADDRESS	THRESHOLD GAS-IN-AIR VALUE	CUSTOMER SNIFF TEST RESPONSE			EMPLOYEE/ CUSTOMER SIGNATURE
			STRONG	MOD.	WEAK	

Employee Reference: **[ ] To Strong (0 - .25)** **[ ] Correct (.25 .70)** **[ ] Too Low (.71 + Higher)**

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Form 721	Approval; Date:
Revision date: 05/01/07	Supersedes: None

Facility Patrolling Record

COATING OK ?		INSULATORS/ Suports OK ?		Damage found ?		LINE MARKERS			MAP LOCATION	REMARKS/ REMEDIAL ACTION
Y	N	Y	N	Y	N	OK	MIS	DAM		
									F-1	DD3 Vault

EMPLOYEE SIGNATURE: _____ **DATE:** ____/____/____

WORK ORDER #: _____

EMPLOYEES PERFORMING PATROLLING FUNCTIONS SHALL RECORD AND ATTACH ALL UNUSUAL OPERATING CONDITIONS OBSERVED.

OK = MARKER IN GOOD CONDITION, MIS = MISSING, DAM = DAMAGED

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Leakage Survey/Monitoring Record

MAP LOCATION	SURVEY/MONITORING METHOD			RESULTS	REMARKS/ACTIONS	DATE	BY:
	FID	CGI	Other	% GAS VALUE			

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Facility Abandonment/Removal Record

Address/location: _____

PURGE:

Purge Location: _____

Start and End Time: ___:___ - ___:___ Duration of Purge: _____

MAIN:

Abandonment [ ] Removal [ ]

Type _____ Pipe Diam. _____ ft. ____ in. ____

Miles of Main in System prior to Removal _____

Miles of Main in System following Removal _____

SERVICE LINE:

Abandonment [ ] Removal [ ]

Type _____ Pipe Diam. _____ ft. ____ in. ____

Number of Service Lines in System prior to Removal _____

Number of Service Lines in System following Removal _____

REMOVAL AUTHORIZED BY:

OWNER [ ]

GENERAL MANAGER [ ]

BUILDING INSPECTOR [ ]

CONTRACTOR [ ]

OTHER (Name Below) [ ]

_____

CONDITION OF MAIN/SERVICE LINE:

EXCELLENT [ ]

GOOD [ ]

FAIR [ ]

POOR [ ]

CATHODICALLY PROTECTED [ ]

BARE PIPE [ ]

DATE OF REMOVAL: ____/____/____

BY: _____

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Procedural Manual for Operations, Maintenance and Emergencies

Form 739/743	Approval; Date:
Revision date: 03/03/15	Supersedes: None

Pressure Relief Valve Maintenance Record

DATE: ____/____/____ PRV INSPECTION/TESTING PERFORMED BY: _____

PRE INSPECTION/TESTING OBSERVED SYSTEM PRESSURE: _____ PSIG

POST INSPECTION/TESTING OBSERVED SYSTEM PRESSURE: _____ PSIG

PRV DATA: MANUFACTURER PRV PLATE NO. _____

INITIAL (First) PRV OUTLET SET PRESSURE _____ PSIG FINAL (Second) PRV OUTLET SET PRESSURE____ PSIG

PRV CALCULATED DESIGN CAPACITY 337 SCFH

HAVE THERE BEEN ANY CHANGES IN SYSTEM OPERATING CONDITIONS LISTED BELOW ?

NORMAL OPERATING PRESSURE: [ ] YES [ ] NO IF YES, LIST PRESSURE _____ PSIG

MAXIMUM ALLOWABLE OPERATING PRESSURE: [ ] YES [ ] NO IF YES, LIST PRESSURE _____ PSIG

GENERAL CONDITIONS:	YES	NO
ENCLOSURE/FENCE – OK	[ ]	[ ]
ENCLOSURE/PRV LOCKS – OK	[ ]	[ ]
FACILITY PAINT – OK	[ ]	[ ]
WARNING SIGNS – OK	[ ]	[ ]
WEEDS CUT	[ ]	[ ]

EQUIPMENT CHECK:	YES	NO
PRV BODY – OK	[ ]	[ ]
CORROSION PRESENT	[ ]	[ ]
PRESSURE CHART – OK	[ ]	[ ]
FLANGE LEAKAGE	[ ]	[ ]
PRESSURE GAUGES – OK	[ ]	[ ]
FLOW CONTROL VALVES – OK	[ ]	[ ]

REMARKS: _____

REMEDIAL ACTION(S) TAKEN: _____

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Valve Inspection and Maintenance Record

VALVE NUMBER/MAP DESIGNATION: _____

VALVE MANUFACTURER: _____ **SIZE:** _____ **MODEL #:** _____

VALVE TYPE: **WELD END [ ]** **FLANGED [ ]** **POLY [ ]** **THREADED [ ]**

VALVE FUNCTION: **EMERGENCY [ ]** **SERVICE [ ]** **OTHER:** _____

VALVE INSPECTION:

Protected from Tampering: YES [ ] NO [ ] N/A [ ]

Valve Boxed: YES [ ] NO [ ] N/A [ ]

Valve Box/Lid Condition: OK [ ] Lid Missing [ ] Lid Replaced [ ] N/A [ ]

Valve Locks In Place/Operational: YES [ ] NO [ ] N/A [ ]

Valve Lubricated: YES [ ] NO [ ] N/A [ ]

Valve Partially Operated: YES [ ] NO [ ]

Valve Normal Position: Open [ ] Closed [ ]

Valve Position After Inspection: Open [ ] Closed [ ]

REMARKS: _____

_____

_____

_____

_____

DATE: _____/_____/_____ **SIGNATURE:** _____

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Cathodic Protection Survey Record

	2013	2016	2017	2018	2019	2020	2021	2022	2023
Voltage (Volts)	4.1	4.45							
Current (Amps DC output, as-left)	1.89	1.85							
West Side in Soil									
ON Potentials (Volts)	-1.434	-1.522							
Instant Off Potential (Volts)	-1.215	-1.315							
East Side in Soil									
ON Potentials (Volts)	-1.457	-1.487							
Instant Off Potential (Volts)	-1.26	-1.233							
Anode outputs (Amps)									
A1	0	0							
A2	1.3	0.95							
A3	0.6	0.91							
DC Output, amps (measured)	1.89	1.85							

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Appendices

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Appendix A

Island Energy Work Order

(Circle One Below)

Gas Odor/Leak/CO/Hit Line Report

Customer/Contactor Name Making Notification: _____

Address/Location: _____

Time of Report/Notification: _____ **am** _____ **pm** **Date:** _____/_____/_____

Type of Notification: **Gas Odor/Leak [ ] CO [ ] Hit Line [ ] Other [ ]**
(Use "Apparent Cause" Section if "Other")

Employee(s) Responding: **Signature:**

_____ _____
_____ _____
_____ _____

Combustible Gas Indictor (CGI) Reading: _____

% LEL [ ] % Gas-in-Air [ ] Leak Grade: 1 [ ] 2 [ ] 3 [ ]

LEL/CO Instrument Reading: **Initial** _____ **ppm** **Final** _____ **ppm**

Hit Line Description: **Main [ ] Size** _____ **in.** **Service [ ] Size** _____ **in.**

Notification Made To:	**Date**	**Time**
Fire Department	_____/_____/_____	_____ **am [ ] pm [ ]**
Police Department	_____/_____/_____	_____ **am [ ] pm [ ]**
Operations Headquarters	_____/_____/_____	_____ **am [ ] pm [ ]**
Other: _____	_____/_____/_____	_____ **am [ ] pm [ ]**
_____	_____/_____/_____	_____ **am [ ] pm [ ]**

(Name of Contact Person)

Apparent Cause of Odor/Leak/CO/Hit Line: _____

_____

_____

Action Taken: _____

_____

_____

Materials Used (If Any): _____

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Appendix B

NOTICE

Date: _____

Customer Name: _____

Address: _____

□ Gas □ Electric

□ Problem (see reverse)

□ Non-Payment – Electric and/or gas supply to your facility has been terminated for lack of payment. Upon payment of your outstanding bill, in full, your service will be reinstated. Please make payment at the Island Energy Office, located at 440 Walnut Ave, Mare Island between the hours of 7:30a.m. and 4:00p.m.Monday through Friday. Service reconnections are made only during normal business hours. ***No after hours, weekend or holiday services will be provided.***

We noticed the following problem on the gas/electric service at your address.

□ Obstructed Meter / Landscaping
□ Safety Hazard
□ Damaged Equipment □ Other:

Reason for Service Call: _____
_____

Repairs Made:_____
_____
_____

Meter Reading: _____ □ On □ Off

Combustible Gas Indicator Reading: _____
Entry Made: □ Yes □ No
Gas Detected: □ Yes □ No
Please contact Island Energy: □ Yes □ No

Remarks: _____
_____
_____
_____
_____
Technician's name: _____

This condition needs prompt attention. Please correct the problem or contact us for assistance within ***15 days***.
Office hours 7:00a.m. – 3:30p.m. Mon - Fri
Phone: (707) 562-5000

THANK YOU!

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Appendix C

Customer Owned Service Line Notification

PLEASE RETURN WITHIN 60 DAYS OF RECEIVING THIS NOTIFICATION

SERVICE LINE RESPONSIBILITIES

The US DOT requires operators of gas distribution systems to notify all customers about the maintenance of *customer-owned buried piping*. This notification should be sent, at time of initial service and at intervals not to exceed three years, to each customer. *[Department of Transportation regulations at 49 CFR Part 192.16]*

Island Energy is not responsible for maintaining *any* gas piping downstream of the gas meter. If you have underground service lines after the gas meter, you should have them periodically checked for leaks or corrosion. Any problems you find should be promptly repaired. The gas utility cannot do this work. We will refer you to local plumbing or heating contractors who can assist in locating, inspecting, and repairing your buried piping, gas appliances and other gas facilities.

CUSTOMER AKNOWLEDGEMENT:

I understand that **Island Energy** *is not responsible* for any buried service lines or gas piping downstream of my gas meter or for any damage or destruction of property resulting from improperly maintained gas piping downstream of my gas meter.

Signed _____ Dated _____

OR

I do not have any buried service lines or gas piping downstream of my gas meter

Signed _____ Dated _____

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Appendix E

Notification List – Non Customer Other

Subject: Gas O&M Manual - Public Awareness Program
Outreach Mailing List

Revision: 21-Jan-2021

	Name	Title	Company	Addr 1	Addr 2	City	State	Zip Code	Phone
Maritime Companies:	Christian Lind	VP - Operations	Lind Marine	100 East D Street		Petaluma	CA	94952	(707) 762-7251
Companies list provided	Laura Rosenberg	BusOps Manager	Foss Maritime	1316 Canal Blvd		Richmond	CA	94804	(510) 307-7820
by USCG on 16Dec2020	Eric Morrow	Manager	Westar Marine Svcs	PO Box 78100		San Francisco	CA	94107-9991	(415) 495-3191
	Brad Westlund	DPA	AmNav Maritime Corp.	201 Burma Rd.		Oakland	CA	94607	(510) 834-8847
	Attn: Operations Manager		Crowley Maritime	492 9th St., Suite 260		Oakland	CA	94607	(510) 251-7510
	T. Whitaley	Administrator	Manson Construction	1401 Marina Way South, Suite 330		Richmond	CA	94804	(510) 232-6319
	Blaine R. Simon	Plant Manager	Hanson Aggregates	300 E John Carpenter Freeway		Irvine	TX	75062	(972) 653-5500
	Cliff Hunt	Safety & Risk Mgmt Manager	Dutra Group	2350 Kerner Blvd., Suite 200		San Rafael	CA	94901	(415) 258-6876
	Casey Stockton	Owner	CS Marine Constructors	425 15th St., Berth 19		Vallejo	CA	94592	(707) 562-4100
	Kevin Campbell	Manager	Brusco Tug & Barge	2895 Industrial Blvd #4		West Sacramento	CA	95691	(916) 372-0986
	Julie Cole	Administrator	Hornblower Cruises	200 Marina Blvd.		Berkeley	CA	94710	(800) 668-4322
	William Niemeth	Operator	Oscar Niemeth Towing	PO Box 24848		Oakland	CA	94623	(925) 237-1139
	Don Dolly	Operations Manager	Vortex Marine Construction	1 Maritime Way		Antioch	CA	94509	(510) 261-2400
	Deanna Harrow	Administrator	Bell Marine	28 28th St.		Sacramento	CA	95816	(916) 442-9089
	Carl Hausner	Chief, Bridge Section	US Coast Guard	Coast Guard Island, Bldg 50-2		Alameda	CA	94501-5100	(510) 437-3516
Emergency Svcs Personnel:	Thomas Ferrara	Sheriff / Coroner	Solano County Sheriff's Office	530 Union Avenue, Suite 100		Fairfield	CA	94533	(707) 784-7000
	Shawny Williams	Chief of Police	Vallejo Police Department	111 Amador Street		Vallejo	CA	94590	(707) 648-4321
	Lt. Kevin White	Administrative Leutenant	CHP; Golden Gate Division	1551 Benecia Rd.		Vallejo	CA	94591	(707) 917-4300
	Daryl Arbuthnott	Fire Chief	Vallejo Fire Department	970 Nimitz Avenue		Vallejo	CA	94592	(707) 552-3285
	Don Ryan	OES Manager	Solano County OES	530 Clay St.		Fairfield	CA	94533	(707) 784-1600
Public Schools:	William Spalding	Superintendent	Vallejo Unified School District	665 Walnut Avenue		Vallejo	CA	94592	(707) 556-8921
	Tamara Madison	Principal	Mare Island Fitness & Health Academy	400 Rickover St.		Vallejo	CA	94592	(707) 556-8560

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COV Officials:	The Honorable Robert McConne	Mayor	City of Vallejo	555 Santa Clara Street	Vallejo	CA	94590	
	Greg Nyhoff	City Manager	City of Vallejo	555 Santa Clara Street	Vallejo	CA	94590	
	Terrance Davis	Public Works Director	City of Vallejo	555 Santa Clara Street	Vallejo	CA	94590	
	Margaret Kavanaugh-Lynch	Planning Manager	City of Vallejo	555 Santa Clara Street	Vallejo	CA	94590	
	Erin Hanford	Mare Island Project Manager	City of Vallejo	555 Santa Clara Street	Vallejo	CA	94590	
	Steve Arnold	Chief Building Official	City of Vallejo	555 Santa Clara Street	Vallejo	CA	94590	
	Sgt. Richard Wanzie	Code Enforcement Manager	City of Vallejo	Two Florida Street	Vallejo	CA	94590	
Excavators:	Chad Brey	Director of Safety	A PLUS TREE	3490 Buskirk Avenue	Pleasant Hill	CA	94523	(866) 815-2525
	Brian Weeks	Environmental Supervisor	AECOM	300 California St, Suite 600	San Francisco	CA	94104	(650) 922-1765
	Gene Guy	Safety & Regulator Compliance M	BENCIA PLUMBING	265 West Channel Court	Benicia	CA	94510	707-745-2930
	Maria DeLarosa	Controller	BERLOGAR STEVENS & ASSOCIATE	1220 Quarry Lane	Pleasanton	CA	94566	(925) 484-0220
	Natalie Lambert	Human Resources	BLACK DIAMOND PAVER STONES &	1975 Hamilton Avenue	San Jose	CA	95125	(800) 942-1955
	Rosie Hall	Health & Environmental Safety Of	Cagwin and Dorward Landscape	P.O. Box 6004	Petaluma	CA	94955	(707) 771-7710
	Brook King	Director, Environmental Health &	CASCADE DRILLING	22722 29th Dr. SE, Ste. 228	Bothell	WA	98021	(503) 310-1195
	Tom Conlin	President	CONLIN FENCE COMPANY INC.	PO Box 30001	Stockton	CA	95213	(209) 810-5325
	Leone Bratcher	Finance manager	COOPER	501 Green Island Road	American Canyon	CA	94503	(707) 319-9310
	Mike Kennedy	Branch Manager	CTE CAL INC	46717 Fremont Blvd	Fremont	CA	94538	(510) 573-6362
	Jon Aytes	Director of Corporate Safety	De Silva Gates Construction	11555 Dublin Blvd	Dublin	CA	94568	(925) 361-1380
	Luis Cordova	Safety manager	DRYCO CONST	42745 Boscell Rd	Fremont	CA	94538	(510) 438-6500
	Sherry Durden	Owner	E Z TREE INC	173 Nautilus Dr	Vallejo	CA	94591	(707) 712-2244
	Ramon Lara	Project Manager	ENVIRONMENTAL LANDSCAPE SOL	2701 Citrus Road	Rancho Cordova	CA	95742	(916) 3880308 x113
	Nicolas Vadpey	Associate Geologist	ERM-WEST INC.	1277 Treat Blvd. Suite 500	Walnut Creek	CA	94597	(925) 946-0455
	Dan Lohr	Regional Manager	ERRG (Engineering Remediation)	4585 Pacheco Blvd., Ste. 200	Martinez	CA	94552	(925) 969-0750
	Richard Makdisi	Principal Geochemist	FARALLON CONSULTING	330 Franklin St	Oakland	CA	94612	(510) 879-6800
	Bill Strauss	Operations Safety	FARRELL DESIGN-BUILD	3025 Venture Rd.	Placerville	CA	95667	(530) 306-0668
	Karen Perlic	Office Manager	Fast Signs	100 W American Canyon Rd., K-8	American Canyon	CA	94503	(707) 552-0110
	Steve Taugner	CEO	Full Service Electric	500 Connolly Street	Vallejo	CA	94592	(707) 554-4833
	David Vail	Safety Manager	GHILOTTI CONSTRUCTION	246 Ghilotti Ave.	Santa Rosa	CA	95406	(707) 585-1221
	Mike Haske	EHS Rep	GREGG DRILLING, LLC	2726 Walnut Avenue	Signal Hill	CA	90755	(562) 427-6899
	Bob Boyle	General manager	HELIOS RESOURCES LTD	2480 West 26th St, Suite B26	Denver	CO	80211	(303) 503-8496
	Marc Doig	Superintendant & Safety Officer	HERMAN CONSTRUCTION GROUP	43 Wilson Ave	Vallejo	CA	94590	(619) 455-0922
	Kevin Romero	Construction Manager	HP COMMUNICATIONS	34151 Zwissig Way	Union City	CA	94587	(951) 609-5540
	Nicolas Keeler	President / CEO	Inyo Networks	10621 Church St., Suite 100	Rancho Cucamonga	CA	91730	(909) 457-8408

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Nicolas Keeler	President / CEO	Inyo Networks	10621 Church St., Suite 100	Rancho Cucamonga	CA	91730	(909) 457-8408
Augustina Leach	Office Manager	Irish Construction	2151 Piedmont Way	Pittsburg	CA	94565	(925) 473-9100
Rick Crowder	Owner	JMS DEVELOPMENT	500 Connolly Street	Vallejo	CA	94592	(925) 580-7963
Luciano A. Zelvaggio	VP - Operations, San Francisco E	LIFESCAPING OUTDOORS	6837 McComber St	Sacramento	CA	95828	(916) 384-4911
Christian Lind	VP - Operations	Lind Marine	100 East D Street	Petaluma	CA	94952	(707) 762-7251
William Dunbar	General Manager	Mare Island Dry Dock	1180 Nimitz Ave.	Vallejo	CA	94592	(707) 652-7356 x11
Frank Alvarez	Electrical Supervisor	MARE ISLAND DRY DOCK LLC	1180 Nimitz Ave	Vallejo	CA	94592	(209) 707-6164
Jeff Budelli	Director of Construction Services	MID PACIFIC ENGINEERING	840 Embarcadero Dr #40	West Sacramento	CA	95605	(916) 927-7000
Jose Inguanzo	President	MONARCH PLUMBING & ROOTER	847 Industrial Pkwy W	Hayward	CA	94544	(510) 398-8478
Jeff Pottorff	President	North Bay Landscape	444 Payran Street	Petaluma	CA	94952	(707) 762-3850
Ryan Nunley	Project Manager	NUNLEY ENGINEERING INC.	1511 Mark West Springs Rd	Santa Rosa	CA	95404	(707) 800-5302
Jennifer Johnson	Operations Coordinator	ONSITE COMMERCIAL SERVICES	699 Enterprise Court	Livermore	CA	94550	(925) 848-7538
Steve Cole	Account Manager	LandCare USA, LLC	10 Case Court	American Canyon	CA	94503	(707) 975-5399
Aaron Barnhart	Vice President	Pinacle Power	1080 Nimitz Ave., Suite 204	Vallejo	CA	94592	(888) 511-3109
Joy Padilla	General Manager	Praxis	1101 Nimitz Ave., Suite 215	Vallejo	CA	94592	(707) 551-8201
Rob Volker	Owner	PRAXIS OPTICAL NETWORK	332 Georgia Street	Vallejo	CA	94592	(925) 640-3600
Terrence Davis	City of Vallejo	Public Works Department	555 Santa Clara Street	Vallejo	CA	94590	
Bob Carter	Owner	R.G. CARTER COMPANY	331 Longridge Dr	Vallejo	CA	94591	(707) 649-2652
John Johnson	Owner	R.J. GORDON CONSTRUCTION, INC.	2086 Monument Blvd	Pleasant Hill	CA	94523	(925) 680-8660
Kevin Reilly	Chief of Operations	RESOURCE ENVIRONMENTAL INC	1210 G Street	Sacramento	CA	95814	(908) 803-5619
Rick Brashler	Plumbing Service Manager	ROTO ROOTER	PO Box 2827	Fairfield	CA	94533	(707) 429-5151
Frank Chiarillo	Service Manager	Same Day Plumbing	1021 Mason Street Suite 11	Vacaville	CA	95688	(530) 795-4325
Doug Burkhart	Vice-President	SMITH DENISON CONSTRUCTION	500 Greenville Rd	Livermore	CA	94550	(925) 606-4433
Baldomero Flores	Facilities Manager	The Nimitz Group	1195 Walnut Avenue, Qtrs. H	Vallejo	CA	94592	(510) 846-9372
Brian Nagy	Operations Manager	The Nimitz Group	1195 Walnut Avenue, Qtrs. H	Vallejo	CA	94592	(707) 927-6048
Patrick Donaghue	Facilities Engineer	TOURO UNIVERSITY	1310 Club Drive	Vallejo	CA	94592	(707) 638-5801
Cheryl Swan	Administrative Assistant	TRI CITY FENCE	1175 Benicia Rd	Vallejo	CA	94591	(707) 644-5764
Art Deleon	Manager, Safety and Training	Underground Construction	5145 Industrial Way	Benecia	CA	94510	(707) 746-8800
Attn: Operations Manager		US Navy BRAC	One Avenue of the Palms, Ste. 161	San Francisco	CA	94130	
Attn: Operations Manager		US Navy BRAC	33000 Nixie Way, Bldg 50	San Diego	CA	92147	(619) 524-1924
James Wingate	Executive Director	USA North	4005 Port Chicago Highway, Suite 100	Concord	CA	94520	(925) 798-3504
Karli Stroing	President/CEO	V & W DRILLING	1133 Blackhurst Dr	Galt	CA	95632	(209) 469-7700
Keith Sorsdal	Director of Safety and Risk Manag	Vallejo Flood & Wastewater District	450 Ryder Street	Vallejo	CA	94590	(707) 652-7804
Justin Keating	Director of Field Operations	Vallejo Flood & Wastewater District	450 Ryder Street	Vallejo	CA	94590	(707) 652-7823
Frank Silveira	Facilities Maintenance Superinte	Vallejo Flood & Wastewater District	450 Ryder Street	Vallejo	CA	94590	(707) 652-7818
Angel Medina	Field Operations Superintendent	Vallejo Flood & Wastewater District	450 Ryder Street	Vallejo	CA	94590	(707) 652-7822

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Operations Shift Supervisors		Vallejo Flood & Wastewater District	450 Ryder Street	Vallejo	CA	94590	(707) 652-7822
Ashlie Simpson	Director of Compliance Safety	VETERAN POWER INC.	511 E Channel Rd, Suite A	Benicia	CA	94510	(707) 750-5376
Dwight Temar	Project Manager	Weston Solutions	2300 Clayton Road	Concord	CA	94520	(925) 948-2600

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Appendix F

Notification Letter Examples

January 22, 2021

To: First Responders, Public Service Officials

Re: Island Energy Natural Gas Safety Advisement
Annual Communication

Dear First Responders and Public Service Officials –

You are receiving this annual Natural Gas Safety Advisement as your organization has been identified by Island Energy and the Department of Transportation ("DOT") as having an interest and/or responsibility in regard to the operation and safety of Island Energy's Mare Island natural gas distribution system.

Pittsburg Power Company – Island Energy ("Island Energy") operates the electric and natural gas utility distribution systems within the physical boundaries of Mare Island in Vallejo, CA. Further, Island Energy receives its gas supply via a 10" steel pipeline suspended beneath the undercarriage of the Mare Island Causeway Bridge, interconnecting with PG&E on the Vallejo side of the bridge.

Natural gas has an excellent safety record – but maintaining that safety requires vigilance. Island Energy has a multi-faceted program to ensure our system remains safe. Elements of our program include:

- A 'Qualification Plan' to ensure gas operation and maintenance team is fully capable of maintaining a safe system
- A "Damage Prevention" Plan (Available for review at Island Energy's offices)
- Cathodic Protection of metal pipes
- Ongoing inspection and maintenance of entire system
- Monitoring of gas pressure
- Annual leak detection survey of entire system
- Annual communication to Napa River Maritime operators of bridge pipeline characteristics and transmittal of emergency contact numbers

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Revised by: Island Energy 2011 - 2021

- Annual communication to Mare Island excavators of the requirements for underground utility location through the Underground Service Alert (USA) One-Call Service
- Bi-annual communication to gas Customers on recognizing gas leaks and how to react if a leak is suspected

Despite these activities, the potential for a gas emergency still exists. For this reason, Island Energy maintains an Emergency Plan that covers all aspects of emergency response from initial reports to post event review.

Below for your information are the key contact telephone numbers in the event of a bridge / gas system emergency:

➢ First Responders:	911	24hr
➢ Island Energy Emergency Call Center:	(707) 750-4477	24hr

And –

➢ USCG Regional Command Center: (Causeway Bridge Event Only)	510-437-3701	24hr
➢ PG&E Gas Emergency: (Mare Island Causeway Regulator Station Shutoff)	(800) 743-5000	24hr
➢ City of Vallejo Public Works:	(707) 648-4315	Business Hours

Please share this natural gas safety advisory and the emergency contact numbers within your organization, departments and your Mare Island field personnel.

And please feel free to call us at our Mare Island offices during regular business hours with any questions or for additional information. We sincerely thank you for your time and consideration.

"Safety" is everybody's business…

Sincerely,

Prepared by: HIT-KIT, LLC ©2007-2010 All Rights Reserved
Revised by: Island Energy 2011 - 2021

January 22, 2021

To: Mare Island Contractors / Excavators

Re: Island Energy Natural Gas Safety Advisement
Annual Communication

Dear Mare Island Contractors / Excavators –

Pittsburg Power Company – Island Energy ("Island Energy") is the utility providing electric and gas distribution services for Mare Island, Vallejo.

You are receiving this annual Natural Gas Safety Advisement as Island Energy is required by state (CPUC) and federal (DOT) natural gas pipeline safety regulations to communicate on a periodic basis with all known local contractors and excavators working within the operations and service area of Island Energy's electric utility and gas distribution facilities.

- This communication is intended to promote the ongoing safety to the public regarding the existence and operation of our buried natural gas distribution piping.
- Further, A "Damage Prevention Plan" for the gas distribution system is in place and is available for review at Island Energy's offices.

If your company is planning an excavation, drilling, blasting or horizontal directional boring project in areas where Island Energy has utility facilities, we will provide you with a free (no cost) electric utility and gas pipeline location service.

The State of California requires that you call the:

"Underground Service Alert (USA) One-Call Service"

at least two, (2), working days prior to the beginning of your excavation work.

USA can be reached at: **1-800-642-2444** or **811**

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To save time and effort when calling USA, please have the following information at hand when you place the call:

1. Name of the company doing the excavation work.
2. Name of contact person for the company.
3. Street address or other location of the work site.
4. Name of the nearest intersecting street.
5. Legal description for the job site (i.e. R 14 south, T 78 west, Section 8).
6. Type of work being done.
7. Date work is to be started.

You may contact Island Energy directly regarding electric and gas facility locates, however, you are still required to call the Underground Service Alert (USA) One-Call Service to locate any additional underground service utilities that other operators may have in the area where you intend to excavate.

Once notified, Island Energy will mark all gas facilities with temporary fluorescent "yellow" paint, yellow flags on wire and/or, yellow "whiskers" depending on the type of surface.

We are happy to be able to provide this service to you, free of charge, and to work in conjunction with the contractors and excavators in our service area in order to maintain a high level of public safety.

Please feel free to contact our office at any time with questions or for additional information

"Safety" is everybody's business…

Sincerely,

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Appendix G

Emergency Response Equipment List

Backhoe/Excavator
Dump Truck/Trailer
Air Compressor
Assorted Hand Tools
Assorted Equipment Trailers
Magnetic Pipeline Locator
Internal Plugging Tools/Crimpers
Asphalt Cutter
Mueller D-5 2" Tapping Machine
Portable Fire Extinguishers
Traffic cones and warning signs
Trench Shoring
Traffic barricades
Ingress/egress ladder
Lifeline/Harness
Flame Ionization Detector (FID)
Combustible Gas Indicator (CGI)
Fire Retardant Clothing
Welding Equipment
Communications Equipment
Plastic Pipe Fusion Equipment

Any piece of emergency equipment needed for repairs will be obtained from the City of Pittsburg or approved vendor. The General Manager, or his designee, will be responsible for obtaining equipment from the City of Pittsburg or vendor and coordinating their delivery. If borrowed from Public Works, the Public Works Superintendent shall authorize the use of such equipment.

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Relief Valve Study for Island Energy

Nancy Gilmore, Josh Mahoney, and Harrison Edwards
Gas Transmission Systems (GTS)
Version 4
4/22/2014

(See copy of study located in I drive under Gas PRV Installation Project)

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System Plats
See Map Book

See Island Energy Natural Gas System Map Book

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Revised by: Island Energy 2011 - 2017

Material Verification Identification Evaluation Report

Island Energy

Mare Island Bridge 8.625"

Dig #: 8"

6/13/2019

Evaluation by

TEAM®

1090

ILI Tool Correlation NDE Report Summary

Material Verification Identification Results

Per API-5L PSL 1 pipe the Following Inspection Meets the Requirements of: **X56** with characteristics of a **0.500"** nominal wall thickness and the diameter of **8"**.

Evolution Summary

TEAM Pipeline Integrity Solutions NDE Group was contracted by the Pittsburg Power/Island Energy to perform a Material Strength Verification Identification exam on the 8in Island Energy Bridge Line 0.500" wall pipe with tape coating, near Vallejo, CA. This line ran under the bridge. The results of the examination are as follows: A manual Ultrasonic Zero Degree was performed to determine Actual Wall Thickness, to ensure no laminations or internal metal loss was present in scan areas. A Yield and Tensile and Chemical Analysis were performed. Two scan areas were used to extract data due to limited access. After the MSV process yield Magnetic particle inspection was performed on 100% of exposed pipe. No form of relevant indications were found during the time of inspection. MPI was not performed due to proximity to the bay. MSV was performed 1.3' downstream of a 1" riser outlet that ran to a meter.

*Reported Values are subject to a published +/- 10% variance verses a third party laboratory.

TEAM®

Island Energy

Line ID:	**Mare Island Bridge**
Segment:	**Mare Island Bridge 8"**
Dig #:	**8"**
Date of Exam:	**13-Jun-19**
Nom. Diameter:	**8.625"**
Nom. Wall Thickness:	**0.500"**
ILI Grade:	**NA** *PSI* MOP: **NA**

US Girth Weld #:	NA	ILI Tool Vendor:	NA
US Girth Weld ODO:	NA	ILI Tool Type:	NA
US GW Milepost:	NA	ILI Tool Run Date:	NA
US GW Station:	NA	Target Feature ID#	NA

NG=Not Given NV=Not Verified NA=Not Available

Inspection Area Dimensions:

Length of Pipe Examined:

	Axial Start (ft.)	Axial Start (Sta.)	Axial End (ft.)	Axial End (Sta.)
1.	NA		NA	
2.	NA		NA	
3.	NA		NA	

Circ. Start: **0°** Circ. End: **360°**

Soil Conditions:

Soil Ph:	NA
Top of Ditch P-S:	NA
Btm of Ditch P-S:	NA
Soil Resistivity:	NA
Soil Type:	
Drainage:	
Topgraphy:	**Lower Slope**
Weather:	**Hot & Dry**

Seam Weld As Found

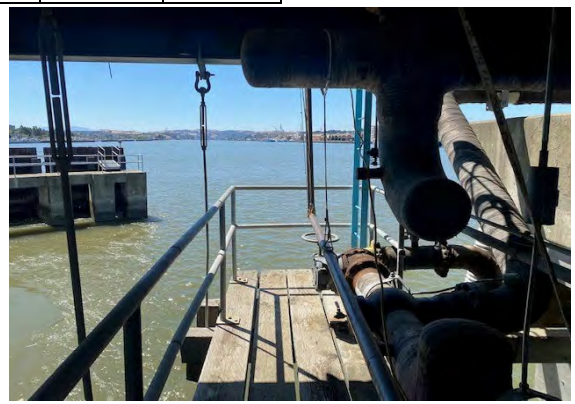
Weld Type:	**ERW**
Wall Thickness 1/4" Above/Below	NA / NA
Thru-Weld Thickness	
Width/Height	NA / NA

Joint Info As Found

US Joint GW#	Target Anomaly Joint GW#	DS Joint GW#
Unkown	Unkown	**Unkown**
Joint Length: NA	Joint Length: **NA**	Joint Length: NA
LS Circ Position:	LS Circ Position:	LS Circ Position:
Coating Type: Tape	Coating Type: **Tape**	Coating Type: Tape
Lat: Long:	Lat: Long:	Lat: Long:

Scan Data	Scan 1	Scan 2	Scan 3	Scan 4
Distance from RSW-Start (ft):	**1.3**	**1.3**	**NA**	**NA**
Distance from RSW-Stop (ft):	**1.7.5**	**1.7**		
Clock Start:	**0:30**	**3:00**		
Clock Stop:	**2:45**	**4:00**		
Actual Wall Thickness (in):	**0.500**	**0.500**		
Minimum Thickness (in):	**0.492**	**0.502**		
Final Remaining Thickness (in):	**0.500**	**0.502**		

Looking Upstream



Looking Downstream

Technician	Signature	Certifications
Matt Terry/Nathan Bettis	*Matt Terry/Nathan Bettis*	UT/MT/PMI level II

TEAM®

Island Energy

Chemical Results

$$CE = IIW/O'Neill\ \%=\%C+\frac{\%Mn}{6}+\frac{\%Cr+\%Mo+\%V}{5}+\frac{\%Cu+\%Ni}{15}$$

Line ID:	Mare Island Bridge	**Exam Date:**	13-Jun-19	**Equipment S/N:**	**SciAps Z200**
Segment:	Mare Island Bridge 8"	**US GW#:**	NA	**Annual Man. Recal:**	**21-Feb-21**
Dig #:	8"	**Equipment used:**	**SciAps Z200**	**Tech Recal:**	**Daily & Before Test**

Scan 1

Test	C	Si	Mn	V	Ti	Nb	S	P	CE
1	0.093	0.191	0.815	0.007	0.002	0.060	0.001	0.002	0.270
2	0.109	0.202	0.789	0.005	0.004	0.052	0.002	0.002	0.270
3	0.151	0.262	0.789	0.007	0.003	0.056	0.001	0.002	0.261
4	0.112	0.194	0.752	0.006	0.003	0.059	0.001	0.001	0.261
5	0.098	0.201	0.789	0.005	0.003	0.040	0.001	0.001	0.271
Ave	0.113	0.210	0.787	0.006	0.003	0.053	0.001	0.002	0.267
St Dev	0.020	0.026	0.020	0.001	0.001	0.007	0.000	0.000	0.005

Scan 2

Test	C	Si	Mn	V	Ti	Nb	S	P	CE
1									
2									
3									
4									
5									
Ave	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#####	#####	#####
St Dev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#####	#####	#####

Scan 3

Test	C	Si	Mn	V	Ti	Nb	S	P	CE
1	0.081	0.2	0.788	0.005	0.003	0.051	0.001	0.002	0.271
2	0.084	0.198	0.753	0.005	0.002	0.0511	0.002	0.001	0.281
3	0.071	0.199	0.773	0.004	0.003	0.0521	0.002	0.001	0.277
4	0.112	0.202	0.781	0.004	0.002	0.052	0.001	0.001	0.284
5	0.091	0.196	0.767	0.004	0.002	0.04	0.002	0.001	0.269
Ave	0.088	0.199	0.772	0.004	0.002	0.049	0.002	0.001	0.276
St Dev	0.014	0.002	0.012	0.000	0.000	0.005	0.000	0.000	0.006

Scan 4

Test	C	Si	Mn	V	Ti	Nb	S	P	CE
1									
2									
3									
4									
5									
Ave	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#####	#####	#####
St Dev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#####	#####	#####

	C	Si	Mn	V	Ti	Nb	S	P	CE
Chemical Overall Ave	0.100	0.204	0.779.89	0.005	0.003	0.051	0.002	0.002	0.272
Chemical Overall ST Dev Ave									

*Reported Values are subject to a published +/- 10% variance verses a third party labortory.

Technician	Signature	Certifications
Matt Terry/Nathan Bettis	*Matt Terry/Nathan Bettis*	UT/MT/PMI level II

TEAM®

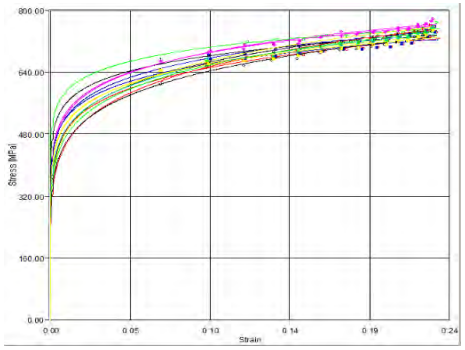
Yeild & Tensile Strength Results

Island Energy

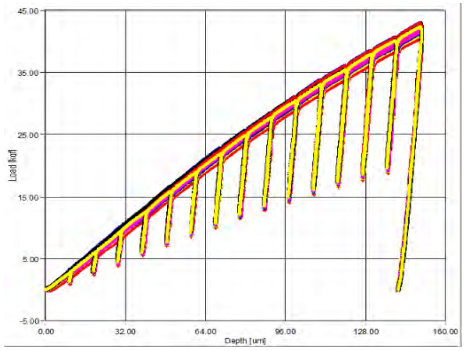
Line ID:	Mare Island Bridge	**Exam Date:**	13-Jun-19	**Equipment S/N:**	AIS2100
Segment:	Mare Island Bridge 8"	**US GW#:**	NA	**Annual Man. Recal:**	21-Feb-21
Dig #:	8"	**Equipment used:**	**Frontics AIS2100**	**Tech Recal:**	Daily & Before Test

Scan 1			Scan 2			Scan 3			Scan 4		
Test	Yield Strength	Tensile Strength	Test	Yield Strength	Tensile Strength	Test	Yield Strength	Tensile Strength	Test	Yield Strength	Tensile Strength
1	57.4570	74.9020	1	58.0620	75.0345	1			1		
2	58.3670	74.3436	2	57.5681	74.0425	2			2		
3	57.7801	74.2635	3	57.0136	74.0366	3			3		
4	58.0135	76.8364	4	59.0531	74.0624	4			4		
5	58.1237	74.9950	5	57.0942	75.1153	5			5		
Ave	57.9483	75.0681	Ave	57.7582	74.4583	Ave	#DIV/0!	#DIV/0!	Ave	#DIV/0!	#DIV/0!

Overall Average	
Yield Strength:	57.853
Tensile Strength	74.763



Stress vs Strain



Load vs Depth

*Reported Values are subject to a published +/- 10% variance verses a third party labortory.

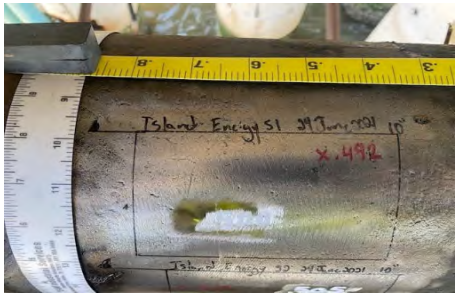
Technician	Signature	Certifications
Matt Terry/Nathan Bettis	*Matt Terry/Nathan Bettis*	UT/MT/PMI level II

Island Energy

Dig Excavation Area

Line ID: Mare Island Bridge
Segment: Mare Island Bridge 8"
Dig #: 8"

Exam Date: 13-Jun-19
US GW#: NA



Scan 1 Markup Location

Scan 2 Markup Location

MSV test area Overview

MSV test area Overview from 1" riser

Technician	Signature	Certifications
Matt Terry/Nathan Bettis	*Matt Terry/Nathan Bettis*	UT/MT/PMI level II

Material Verification Identification Evaluation Report

Island Energy

Mare Island Bridge 10.750"

Dig #: 10"

6/13/2019

Evaluation by

1096

ILI Tool Correlation NDE Report Summary

Material Verification Identification Results

Per API-5L PSL 1 pipe the Following Inspection Meets the Requirements of: **X56** with characteristics of a **0.350"** nominal wall thickness and the diameter of **10"**.

Evolution Summary

TEAM Pipeline Integrity Solutions NDE Group was contracted by the Pittsburg Power/Island Energy to perform a Material Strength Verification Identification exam on the 10in Island Energy Bridge Line 0.350" wall pipe with tape coating, near Vallejo, CA. The results of the examination are as follows: A manual Ultrasonic Zero Degree was performed to determine Actual Wall Thickness, to ensure no laminations or internal metal loss was present in scan areas. A Yield and Tensile and Chemical Analysis were performed. Two scan areas were used to extract data due to limited access. After the MSV process yield Magnetic particle inspection was performed on 100% of exposed pipe. No form of relevant indications were found during the time of inspection. MPI was not performed due to proximity to the bay. MSV was performed 1.3' downstream of a 2" outlet attached to a ball valve.

*Reported Values are subject to a published +/- 10% variance verses a third party laboratory.

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Island Energy

Line ID:	**Mare Island Bridge**
Segment:	**Mare Island Bridge 10"**
Dig #:	**10"**
Date of Exam:	**13-Jun-19**
Nom. Diameter:	**10.750"**
Nom. Wall Thickness:	**0.350"**
ILI Grade:	**NA** PSI MOP: **NA**

US Girth Weld #:	NA	ILI Tool Vendor:	NA
US Girth Weld ODO:	NA	ILI Tool Type:	NA
US GW Milepost:	NA	ILI Tool Run Date:	NA
US GW Station:	NA	Target Feature ID#	NA

NG=Not Given NV=Not Verified NA=Not Available

Inspection Area Dimensions:

Length of Pipe Examined:

	Axial Start (ft.)	Axial Start (Sta.)	Axial End (ft.)	Axial End (Sta.)
1.	NA		NA	
2.	NA		NA	
3.	NA		NA	

Circ. Start: **0°** Circ. End: **360°**

Soil Conditions:

Soil Ph:	NA
Top of Ditch P-S:	NA
Btm of Ditch P-S:	NA
Soil Resistivity:	NA
Soil Type:	
Drainage:	
Topography:	**Lower Slope**
Weather:	**Hot & Dry**

Seam Weld As Found

Weld Type:	**ERW**
Wall Thickness 1/4" Above/Below	0.355" / 0.352"
Thru-Weld Thickness	
Width/Height	NA / NA

Joint Info As Found

US Joint GW#	Target Anomaly Joint GW#	DS Joint GW#
Unkown	Unkown	**Unkown**
Joint Length: NA	Joint Length: **NA**	Joint Length: NA
LS Circ Position:	LS Circ Position:	LS Circ Position:
Coating Type: Tape	Coating Type: **Tape**	Coating Type: Tape
Lat: Long:	Lat: Long:	Lat: Long:

Scan Data	Scan 1	Scan 2	Scan 3	Scan 4
Distance from RSW-Start (ft):	**1.3**	**1.3**	**NA**	**NA**
Distance from RSW-Stop (ft):	**1.7**	**1.7**		
Clock Start:	**1:30**	**3:00**		
Clock Stop:	**2:45**	**4:15**		
Actual Wall Thickness (in):	**0.35**	**0.35**		
Minimum Thickness (in):	**0.345**	**0.352**		
Final Remaining Thickness (in):	**0.345**	**0.355**		

Looking Upstream

Looking Downstream

Technician	Signature	Certifications
Matt Terry/Nathan Bettis	*Matt Terry/Nathan Bettis*	UT/MT/PMI level II

TEAM®

Island Energy

Chemical Results

$$CE = IIW/O'Neill\ \%=\%C+\frac{\%Mn}{6}+\frac{\%Cr+\%Mo+\%V}{5}+\frac{\%Cu+\%Ni}{15}$$

Line ID:	Mare Island Bridge	**Exam Date:**	13-Jun-19	**Equipment S/N:**	**SciAps Z200**
Segment:	Mare Island Bridge 10"	**US GW#:**	NA	**Annual Man. Recal:**	**21-Feb-21**
Dig #:	10"	**Equipment used:**	**SciAps Z200**	**Tech Recal:**	**Daily & Before Test**

Scan 1

Test	C	Si	Mn	V	Ti	Nb	S	P	CE
1	0.065	0.210	0.760	0.005	0.003	0.052	0.001	0.001	0.250
2	0.072	0.223	0.749	0.004	0.003	0.040	0.001	0.002	0.260
3	0.074	0.274	0.771	0.006	0.003	0.053	0.001	0.001	0.253
4	0.067	0.190	0.715	0.005	0.002	0.060	0.001	0.001	0.255
5	0.071	0.193	0.750	0.004	0.004	0.049	0.001	0.001	0.291
Ave	0.070	0.218	0.749	0.005	0.003	0.051	0.001	0.001	0.262
St Dev	0.003	0.030	0.019	0.001	0.001	0.006		0.000	0.015

Scan 2

Test	C	Si	Mn	V	Ti	Nb	S	P	CE
1									
2									
3									
4									
5									
Ave	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#####	#####	#####
St Dev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#####	#####	#####

Scan 3

Test	C	Si	Mn	V	Ti	Nb	S	P	CE
1	0.077	0.196	0.799	0.004	0.002	0.046	0.002	0.001	0.26
2	0.073	0.197	0.725	0.004	0.003	0.0567	0.001	0.002	0.258
3	0.069	0.201	0.716	0.006	0.002	0.051	0.001	0.001	0.256
4	0.071	0.21	0.743	0.004	0.003	0.049	0.002	0.001	0.251
5	0.075	0.193	0.782	0.005	0.003	0.06	0.001	0.002	0.254
Ave	0.073	0.199	0.753	0.005	0.003	0.053	0.001	0.001	0.256
St Dev	0.003	0.006	0.032	0.001	0.000	0.005	0.000	0.000	0.003

Scan 4

Test	C	Si	Mn	V	Ti	Nb	S	P	CE
1									
2									
3									
4									
5									
Ave	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#####	#####	#####
St Dev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#####	#####	#####

	C	Si	Mn	V	Ti	Nb	S	P	CE
Chemical Overall Ave	0.072	0.209	0.751	0.005	0.003	0.052	0.001	0.001	0.259
Chemical Overall ST Dev Ave	0.003								

*Reported Values are subject to a published +/- 10% variance verses a third pary labortory.

Technician	Signature	Certifications
Matt Terry/Nathan Bettis	*Matt Terry/Nathan Bettis*	UT/MT/PMI level II

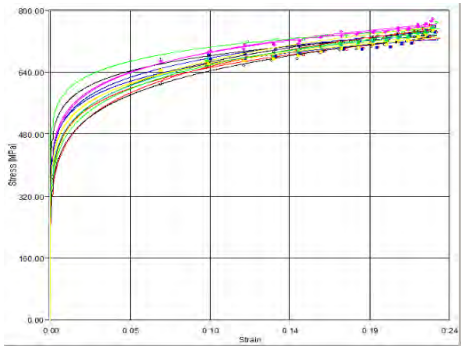
Yeild & Tensile Strength Results

Island Energy

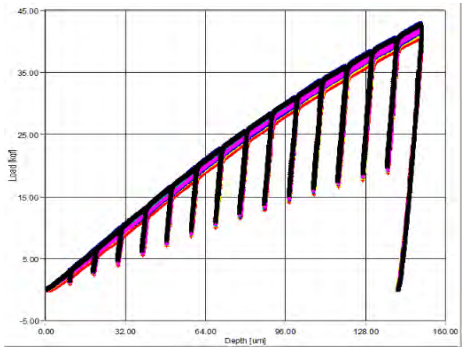
Line ID:	Mare Island Bridge	**Exam Date:**	13-Jun-19	**Equipment S/N:**	AIS2100
Segment:	Mare Island Bridge 10"	**US GW#:**	NA	**Annual Man. Recal:**	21-Feb-21
Dig #:	10"	**Equipment used:**	**Frontics AIS2100**	**Tech Recal:**	Daily & Before Test

Scan 1			Scan 2			Scan 3			Scan 4		
Test	Yield Strength	Tensile Strength	Test	Yield Strength	Tensile Strength	Test	Yield Strength	Tensile Strength	Test	Yield Strength	Tensile Strength
1	60.5201	75.6821	1	59.0844	76.0340	1			1		
2	59.7654	74.9893	2	59.6537	75.0823	2			2		
3	59.4581	74.6782	3	58.0764	76.0823	3			3		
4	60.8367	76.7783	4	60.0036	75.3456	4			4		
5	59.7784	75.0264	5	59.2684	75.0934	5			5		
Ave	60.0717	75.4309	Ave	59.2173	75.5275	Ave	#DIV/0!	#DIV/0!	Ave	#DIV/0!	#DIV/0!

Overall Average	
Yield Strength:	59.645
Tensile Strength	75.479



Stress vs Strain



Load vs Depth

*Reported Values are subject to a published +/- 10% variance verses a third pary labortory.

Technician	Signature	Certifications
Matt Terry/Nathan Bettis	*Matt Terry/Nathan Bettis*	UT/MT/PMI level II

Island Energy

Dig Excavation Area

Line ID:	Mare Island Bridge	Exam Date:	13-Jun-19
Segment:	Mare Island Bridge 10"	US GW#:	NA
Dig #:	10"		

Scan 1 Markup Location

Scan 2 Markup Location

MSV test area Overview

MSV test area Overview

Technician	Signature	Certifications
Matt Terry/Nathan Bettis	*Matt Terry/Nathan Bettis*	UT/MT/PMI level II

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of Traffic Safety. The $90,000 grant will provide resources to fund various traffic enforcement and safety programs.

FISCAL IMPACT

The Pittsburg Police Department will receive a total reimbursement of $90,000 to cover overtime costs for supervisors, uniformed officers and civilian staff to conduct (4) driving under the influence (DUI) checkpoint operations, (10) DUI roving patrols, (3) distracted driving operations, (10) specialized traffic enforcement details, (3) pedestrian/bicycle safety operations, (1) motorcycle safety operation, and (2) traffic safety education presentations. Federal funds allocated under this agreement shall not exceed $90,000.

RECOMMENDATION

Staff recommends that the City Council approve the resolution to accept and appropriate funds from the State of California Office of Traffic Safety for the Selective Traffic Enforcement Program.

BACKGROUND

The goal of the Selective Traffic Enforcement Program (STEP) is to induce motorists to drive safely. To achieve this goal, the STEP model combines intensive enforcement of a specific traffic safety law with extensive communication, education, and outreach informing the public about the enforcement activity. First used in Canada, the evolution of STEP has brought high-visibility enforcement campaigns popularized by the National Highway Traffic Safety Administration’s Click It or Ticket seat belt program.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The premise of the STEP model is that an individual's discomfort or fear of being stopped for a traffic safety violation outweighs the desire not to comply with the law. Like any good deterrence program designed to change motorists' behavior, STEP is conducted throughout the year to maintain positive behavior, public awareness, and law enforcement engagement.

The major organizational components of a STEP are project staffing and management, problem identification and goal setting, and program and evaluation design. Each of these three components are vital to the success of a STEP.

For Pittsburg, the goal of the STEP is to reduce the number of victims killed and injured in all automobile crashes. This includes alcohol related and all other primary collision factor incidents. The Pittsburg Police Department will conduct selective traffic operations, DUI roving patrols, and a motorcycle safety operation as well as provide additional training related to DUI enforcement during a twelve month grant period to meet this goal. These operations are very effective forms of enforcement and increase the perception of the risk of arrest if they are adequately publicized and highly visible to the public.

ATTACHMENTS: Resolution

Report Prepared By: Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Acceptance and Appropriation of State of California Office of Traffic Safety Grant Funds for Selective Traffic Enforcement Program	))))	RESOLUTION NO. 21-

WHEREAS, the Pittsburg Police Department has been awarded grant funds not to exceed $90,000 for the Selective Traffic Enforcement Program (STEP) allocated from the State of California Office of Traffic Safety; and

WHEREAS, the grant funds are intended to pay the City's overtime costs for supervisors, uniformed officers and civilian staff to conduct selective traffic enforcement operations including; driving under the influence (DUI) checkpoints, DUI roving patrols, distracted driving operations, specialized traffic enforcement details, pedestrian/bicycle safety operations, motorcycle operation, and traffic safety presentations during the one year grant period; and

WHEREAS, staff recommends that the City accept these funds and authorize their use for local law enforcement actions as proposed in the grant application and in this Resolution.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The City Council finds and determines that the above recitals are true and correct and are incorporated herein.

Section 2. The Pittsburg Police Department is authorized to accept and utilize the State of California Office of Traffic Safety Funds to pay costs associated with conducting the STEP activities in an effort to reduce the number of victims killed and injured in automobile crashes.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Allocate Funds and Approve Amendment One to Consultant Agreement with NCE for Project Design For Project 2231, OBAG II Pavement Improvement Project (West Leland Road/Loveridge Road)

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

Project 2231, OBAG II Pavement Improvement Project, is a grant funded project for pavement rehabilitation on segments of West Leland Road and Loveridge Road. The resolution will reallocate funds from Project 2029, SB1 FY 2021/22 Pavement Management Project, and authorize an amendment to the On-Call Agreement with Nichols Consulting Engineering ("NCE"), for design of the combined pavement project.

FISCAL IMPACT

The Project is currently funded with $340,000 from Road Maintenance and Rehabilitation Fund ("RMRA") (Fund 228), and a $2,410,000 One Bay Area Grant II ("OBAG II") awarded to the City. If approved, the resolution will re-allocate $1,100,000 from Project 2029, SB1 FY 21/22 Pavement Management, to Project 2029, OBAG II Pavement Improvement Project (West Leland Road/Loveridge Road), for a total Project budget of $3,850,000. A Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution authorizing allocation of $1,100,000 from Project 2029, 2021/22 Pavement Management Project to Project 2231, and authorizing Consultant Agreement Amendment One with NCE for design of the additional scope of the combined pavement project. If approved, the total combined Project budget will be $3,850,000.

BACKGROUND

This Project consists of pavement rehabilitation on portions of West Leland Road from Woodhill Drive to Railroad Avenue, and on Loveridge Road from State Route 4 to Pittsburg-Antioch Highway. This Project also includes repair and replacement of sidewalk, curb and

gutter, curb ramps; pavement reconstruction; traffic signal detector loop replacement, and striping.

On May 5, 2020, the City Council adopted Resolution 20-13773, approving a list of On-Call Civil Engineering firms identified through a Request for Qualifications (RFQ) process as qualified consultants to design capital improvement projects. The City's On-Call agreement allows the City Engineer to issue a task order for each project scope of work up to $250,000. NCE is one of the firms included in the approved On-Call list.

On December 21, 2020, the City Council adopted Resolution 20-13859 approving Addendum 1 to the City's Five-Year Capital Improvement Program for FY 2019/20-2023/24 and the appropriation of $300,000 from RMRA to the Project.

On February 10, 2021, staff issued Task Order 1 to NCE in the amount of $250,000 for design of the Project.

On June 21, 2021, the City Council adopted Resolution 21-13944, the City's Five-Year Capital Improvement Program for FY 2021/22-2025/26 and the appropriation of $40,000 from RMRA to the Project.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

Project 2029, FY 21/22 Pavement Management Program is for the rehabilitation of pavement on arterial street segments as identified in the City's Pavement Management Program as a high priority for repair or rehabilitation

Project 2231, OBAG II Pavement Improvement Project (West Leland Road/Loveridge Road) includes pavement work on segments of West Leland Road from Woodhill Drive to Railroad Avenue, and on Loveridge Road from State Route 4 to the Pittsburg-Antioch Highway. After preliminary engineering was complete, the City Engineer approved a reduction in the scope of the project to reduce costs.

The City Engineer recommends combining these two pavement projects to improve cost-efficiency and complete the prioritized repairs.

NCE submitted a proposal to design the additional scope of work for the combined pavement project. However, the cost for the revised scope of work exceeds the $250,000 task order limit by $151,100. If approved, the resolution will authorize an amendment to the current On-Call Contract to allow this task order in the amount of $401,100.

The Project is scheduled to begin construction in Spring 2022, with completion of the work scheduled by Fall 2022.

ATTACHMENTS: Resolution
Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

Project 2231-OBAG II Pavement Improvement Project (W. Leland/Loveridge))

Project Funding

	SB1 20/21 Allocation for Project 2029		$1,100,000
	RMRA Obligation 20/21		$340,000
	STP/OBAG II Grant Funds		$2,410,000
		Funding Total	**$3,850,000**

Project Expenditures:

Design:	Consultant Design Fee		$401,100
(Code 2122)			
		Subtotal	$401,100
Miscellaneous:	Advertising		$1,000
(Code 1399)	Reproduction		$2,000
		Subtotal	$3,000
Construction:	Construction Contract		$3,010,000
(Code 2281)	Contingency		$300,000
	Material Testing		$20,000
		Subtotal	$3,330,000
Wages/Benefits	Staff Time for Design Management		$25,000
(Code 1101)	Staff Time for Construction Management		$33,000
		Subtotal	$58,000
Admin Overhead	Staff Costs During for Design Management		$25,000
(Code 2372)	Staff Costs During Construction Management		$33,000
		Subtotal	$58,000
		Estimated Expenditures Total	**$3,850,100**

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating Funds and Authorizing	)	
Execution of First Amendment to On-Call	)	
Consulting Agreement for Project 2231,	)	RESOLUTION NO. 21-
OBAG II Pavement Improvement Project	)	

WHEREAS, Project 2231, OBAG II Pavement Improvement Project (the "Project") is for the rehabilitation of the pavement on segments of West Leland Road and Loveridge Road, two arterial streets; and

WHEREAS, on May 5, 2020, the City Council adopted Resolution 20-13773, approving a list of On-Call Civil Engineering Firms for use in designing Capital Improvement Projects and authorizing the City Engineer to enter into on-call agreements and issue task orders up to $250,000; and

WHEREAS, Nichols Consulting Engineers ("NCE") is one of the firms included on the On-Call list; and

WHEREAS, on February 10, 2021, staff issued Task Order 1 to NCE in the amount of $250,000 for design of the Project; and

WHEREAS, after preliminary engineering was completed, the City Engineer determined a scope reduction was necessary as the cost of construction continues to rise and pavement conditions have deteriorated since original project scoping; and

WHEREAS, Project 2029, SB1 FY 21/22 Pavement Management Program ("Project 2029"), is a $1,100,000 project that is also for design and construction of pavement rehabilitation on arterial street segments; and

WHEREAS, allocation of funds from Project 2029 to Project 2031 will provide for a combined project for pavement rehabilitation, with a total Project budget of $3,850,000; and

WHEREAS, if approved, the First Amendment will authorize a revised design fee for the Task Order with NCE of $401,100.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes allocation of $1,100,000 from Project 2029, (SB1 FY21/22 Pavement Management Project) to Project 2231, OBAG II Pavement Improvement Project (W. Leland/Loveridge) and authorizes the City Manager to execute the First Amendment to the On-Call Civil Engineering Consulting Services Agreement Between the City of Pittsburg and NCE.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIRST AMENDMENT TO
ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG
AND NICHOLS CONSULTING ENGINEERS a.k.a. NCE

This First Amendment to the Principal Agreement made and entered into on January 30, 2020, hereafter referred to as Agreement, between Nichols Consulting Engineers, a Nevada corporation, therein referred to as Consultant or NCE, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this ___ day of September, 2021.

WHEREAS, the parties entered into the On-Call Civil Engineering Consulting Services Agreement Between the City of Pittsburg and NCE on January 30, 2020; and

WHEREAS, the Agreement provides at Section 2 that no Task Order shall exceed $250,000 unless authorized by amendment to the Agreement, and

WHEREAS, the City issued a Task Order for $250,000 for the design of Project 2231, OBAG II Pavement Rehabilitation Project; and

WHEREAS, the City seeks to amend the Agreement pursuant to its terms to increase the amount of compensation of the Task Order by $151,100 and expand the scope of services under the Task Order.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

1. Compensation. Section 2 of the Agreement is hereby amended to add the following:

The Task Order for the design of Project 2231, OBAG II Pavement Rehabilitation Project may exceed $250,000 in an amount authorized by City Council resolution.

2. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to

be construed against either party.

5. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

6. Authority. The person signing this First Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

CONSULTANT:

NICHOLS CONSULTING ENGINEERS, a Nevada corporation

By: _____

Gregory L. Fasiano, Principal and Secretary

CITY:

CITY OF PITTSBURG, a municipal corporation of the State of California

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice E. Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize Allocation of U.S. Department of Justice – Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG)

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The Pittsburg Police Department has submitted a preliminary application to the U.S. Department of Justice for funding under the Edward J. Byrne Memorial Justice Assistance Grant Program in the amount of $30,284.

FISCAL IMPACT

No impact to the City's General Fund. Upon award of grant funds, the Police Department is requesting appropriation of $30,284 to the Fiscal Year 2021-22 budget in fund 291 to fund the purchase of five vehicle-mounted radars for patrol vehicles and two handheld photo/video light detection and ranging (lidar) speed measurement devices.

RECOMMENDATION

Staff recommends City Council approval of the attached resolution authorizing the appropriation of JAG grant funds and authorizing the City Manager to act on the City's behalf relative to this grant including the establishment of necessary fiscal accounting.

BACKGROUND

The U.S. Department of Justice initiative titled the Edward Byrne Memorial Justice Assistance Grant (JAG) Program was developed approximately 20-years ago in honor of Edward Byrne, a 22-year old New York City Police Officer who was killed in the line of duty. The JAG Program is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including, but not limited to, law enforcement, prosecution, technology improvement, crime prevention, education, corrections and community corrections.

The Pittsburg Police Department proposes to utilize JAG Program funds to purchase traffic safety equipment and enforcement products for its Traffic Safety and Fatality Prevention Project. In an effort to enforce traffic laws and make the City of Pittsburg streets safer for all, the Department will purchase five vehicle-mounted radars for patrol vehicles and two handheld photo/video light detection and ranging (lidar) speed measurement devices.

The Pittsburg Police Department currently has 15 certified radar/lidar operators both within the Traffic Unit and Patrol Division. The Department continues to expand the number of trained certified radar/lidar operators working closely with the California Highway Patrol.

In 2020, the City of Pittsburg experienced a 150% increase in fatal traffic collisions and the total number of traffic citations issued for excessive speed alone exceeded 630. Further, excessive speed is the primary collision factor for the vast majority of traffic collisions annually.

Vehicle-mounted radar allows Police Officers to work traffic enforcement while staying mobile on patrol within the Pittsburg community they serve. The vehicle-mounted radar can identify traffic offenders both in front of and behind a moving patrol vehicle. The handheld lidar provides Police Officers the opportunity to work a specific area from a distance without jeopardizing the Police Officers' safety or causing traffic congestion. The use of vehicle-mounted radar and handheld lidar devices allows Police Officers to target direct enforcement in high collision and complaint areas.

The implementation of photo/video traffic enforcement technology, such as the vehicle-mounted radar and handheld lidar, reduces traffic fatalities, changes dangerous driving behaviors, and improves overall roadway safety. In addition to the vehicle-mounted radar and handled lidar devices being a speed enforcement tool, they assist in tailgating enforcement, aggressive driving enforcement, and distracted driving enforcement. The Pittsburg Police Department's overall goal for their Traffic Safety and Fatality Prevention Project is to decrease and deter those exact actions.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Department's overall goal is to use funds from the Edward Byrne Memorial Justice Assistance Grant to fund the purchase of five vehicle-mounted radars for patrol vehicles and two handheld photo/video light detection and ranging (lidar) speed measurement devices.

The Pittsburg Police Department has applied for $30,284 from the U.S. Department of Justice, Bureau of Justice Assistance through the Edward Byrne Memorial Justice Assistance Grant (JAG). The Department requests authorization to accept and appropriate the grant funds.

ATTACHMENTS: Resolution

Report Prepared By: Brian Addington, Chief

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

Approving Acceptance and Authorizing	)	
Use of Funds from the U.S. Department	)	RESOLUTION NO. 21-
Of Justice Edward Byrne Memorial	)	
Justice Assistance Grant	)	

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows local governments to support a broad range of activities to prevent crime and improve the criminal justice system; and

WHEREAS, the Police Department has applied for $30,284 in program funds to fund the purchase of five vehicle-mounted radars for patrol vehicles and two handheld photo/video light detection and ranging (lidar) speed measurement devices.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The City Council finds and determines that the above recitals are true and correct and are incorporated herein.

Section 2. The Pittsburg Police Department is authorized to accept grant funds from the U.S. Department of Justice Bureau of Justice Assistance (J.A.G.) and allocate their expense to fund the purchase of five vehicle-mounted radars for patrol vehicles and two handheld photo/video light detection and ranging (lidar) speed measurement devices.

Section 3. The City Manager is authorized to accept on the City's behalf relative to this grant, including the establishment of necessary fiscal accounting from fund 291 and execution of all necessary documents.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20TH day of September 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the American Federation of State, County, and Municipal Employees Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units for the Period July 1, 2021 through June 30, 2022

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The Memorandums of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units expired on June 30, 2021. The City and AFSCME representatives started negotiation sessions in March 2021 to develop a successor Memorandum of Understanding (MOU), and have reached a tentative agreement on the terms and conditions of employment for fiscal year 2021-2022 that provides for a one-year contract term, two point five percent (2.5%) cost of living adjustment (COLA), one thousand dollar ($1,000.00) lump sum payment, and specific revisions to certain articles of the MOU to be amended. Should Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

FISCAL IMPACT

The total net cost of the compensation package is $478,877 over the one-year contract. The additional costs for FY 2021-2022 will come from the existing approved budget and funding will be incorporated into the City's future annual budgets.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the August 2021, tentative agreement, authorizing the City Manager to prepare and execute a successor MOU between the City of Pittsburg and AFSCME for the period of July 1, 2021 – June 30, 2022.

BACKGROUND

In the midst of the COVID-19 pandemic and subsequent economic impacts, the City's fiscal uncertainty has severely limited its ability to achieve long-term agreements on compensation matters with its employee bargaining units.

AFSCME unit members are deeply committed to providing a level of excellence in public service and responding effectively and efficiently to the needs of this community. While the City's ability to effectively recruit and retain qualified employees is related to the quality of the total compensation package offered, the City and AFSCME also recognize that recent unprecedented financial challenges and long-term fiscal uncertainty call for a one-year term agreement.

The City and AFSCME representatives started meeting in March 2021 to negotiate a successor MOU. During the parties' negotiation sessions, a number of tentative agreements were reached for a one-year contract with a 2.5% COLA, $1,000 lump sum payment, and amendments to language of the MOU.

The AFSCME membership ratified the parameters of the tentative agreement package on August 25, 2021. For additional details and changes to terms and conditions of employment, please refer to the Staff Analysis section of this report and Exhibit A – Tentative Agreements between the City of Pittsburg and the AFSCME bargaining units.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

In accordance with the Meyers-Milias-Brown Act, the City Council is asked to approve the terms and conditions of employment for employees in AFSCME union for the period July 1, 2021 through June 30, 2022.

The terms and conditions of the tentative agreement include the following amendments to the draft MOU:

1) Term (Section2)
2) Salaries (Section 5)
3) Standby Pay (Section 7.5)
4) Service Achievement Incentive Plan (Section 8.1)
5) Vacation Buyback (Section 8.4)
6) Disciplinary Action (Section 15)
7) Past Practice (Section 21)
8) Holidays (N/A)

For additional details of the changes agreed upon, please refer to Exhibit A – Comprehensive Tentative Agreement between the City of Pittsburg and AFSCME.

ATTACHMENTS: Exhibit A – Comprehensive Tentative Agreement between the City of Pittsburg and AFSCME
Exhibit B – Resolution

Report Prepared By: Stacy Shell, Director of Human Resources

TENTATIVE AGREEMENT

SECTION 2. TERM

This Memorandum of Understanding shall be in effect July 1, 2021, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including June 30, 2022 and shall continue thereafter from year to year unless during the thirty (30) day period beginning February 15, 2022 or February 15 of any subsequent year either party has delivered written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding. Unless mutually agreed to otherwise, negotiations for a successor Memorandum of Understanding shall begin no later than thirty (30) days subsequent to the delivery of such notification.

~~a 12-month extension of the July 1, 2018 through June 30, 2020 MOU, with all tentative agreements the parties may reach with respect to language clean-up. Upon ratification of this extension agreement and until November 15, 2020, should any other bargaining unit in the City receive any wag benefit or benefit enhancements that exceed those contained in this agreement, the AFSCME MPC bargaining unit shall receive such wages or benefits retroactive to the date such wages or benefits went into effect. It is understood that wage enhancements are defined as Across the Board Cost of Living Adjustments and/or lump sum/cash payments. Benefits are defined as medical, dental, vision care, life insurance, retirement plans, long term disability insurance, accidental death and dismemberment insurance, dependent care assistance program, holidays, leave accruals, and/or deferred compensation contributions.~~

~~2.1 Reopener~~

~~If either party to this MOU wishes to reopen the MOU on any of the articles in the MOU, it may do so by notifying the other party in writing between November 15, 2020 – December 1, 2020. If neither party triggers the reopener, negotiations regarding the MOU will be for the successor MOU. If either party triggers the reopener by notifying the other party in writing between November 15, 2020 – December 1, 2020, the parties agree that they will promptly return to the collective bargaining table (within 10 days) and begin to negotiate per the proposals issued by either side. The parties agree that the effective date of any proposals issued per the reopener cannot, without mutual agreement, be later than December 1, 2020.~~

FOR AFSCME

Date 8/3/21

FOR THE CITY OF PITTSBURG

Date August 9, 2021

TENTATIVE AGREEMENT

SECTION 5. SALARIES

Salary ranges for represented classification shall be as set forth in Appendix B, which is attached hereto and made a part hereof.

A. Effective the first full pay period following July 1, 2021, ~~2018~~, the City shall provide a two point five percent (2.5%) ~~five percent (5%)~~ increase to all current salary steps within the unit.

B. **One-Time Bonus**
[Replace Current Section with the following:]

Year 1 Payment – Bargaining unit members who are City employees during the first pay period following City Council adoption of the resolution authorizing amendments to the MOU will receive a one-time lump sum payment of $1,000. Employees may elect to have the Lump Sum Payment deposited into their Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

FOR AFSCME

Date 8/23/21

FOR THE CITY OF PITTSBURG

Date August 20, 2021

TENTATIVE AGREEMENT

SECTION 5 – Salaries

C. Beginning July 5, 2015, the City shall implement 40.00 hours of an unpaid winter closure in each fiscal year. This shall be accomplished by a mandatory wage reduction of one point nine two five percent (1.925%). The Winter Closure shall take place sometime during the period of December 1 and January 31 of each fiscal year and shall consist of forty (40) hours' time off during that time frame. With adequate notice provided, the City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. In the event the City cannot accommodate an employee's absence during the scheduled closure due to an unexpected event or emergency, the City will work with the employee to schedule the employee's time off for winter closure at another time during the current fiscal year. This winter closure shall become the status quo.

To accomplish a one point nine two five percent (1.925%) reduction in pay, bargaining unit members will have their salaries reduced by 1.54 hours per pay period beginning July 7, 2013. The hours will be noted as a separate line item deduction on the employee's paycheck and will equal 1.54 times the hourly rate of pay in effect at the time of the deduction. This deduction will not otherwise reduce the bargaining unit member's existing base salary amount for City benefit accrual purposes.

If a non-exempt employee is called in to work on an ~~unplanned~~ unexpected or emergency basis during his or her scheduled holiday closure time, that employee shall be paid overtime for any such hours worked (versus receiving additional holiday closure time to be taken at a later time).

FOR AFSCME

Date 8/23/21

FOR THE CITY OF PITTSBURG

Date August 20, 2021

TENTATIVE AGREEMENT

SECTION 5. SALARIES

[Replace with the Following]:

A. Classification and Compensation Study

The City agrees to finance a classification and compensation study to be performed by an outside professional consultant for all classifications represented by AFSCME during the term of this MOU. The parties will meet with the City's retained survey consultant to review the consultant's recommended benchmark classifications and survey matches for a revised Total Compensation Survey to be completed by January 31, 2022. Meetings shall occur no later than October 1, 2021. At these meetings, AFSCME representatives may provide input on issues relevant to the study, including benchmark classifications and comparison agencies.

The consultant will provide the City and AFSCME with a copy of a draft report of the study. Within 30 calendar days following receipt of the consultant's draft report, AFSCME may provide the City, with a cc to the consultant, any comments on the draft report. After the 30-calendar day comment period, the consultant will finalize the class and comp study. The City will forward AFSCME a copy of the final report promptly upon receipt.

The Parties intend the Total Compensation Survey to provide information to support consideration of market-based equity adjustments for individual classifications for successor MOU negotiations. Negotiations will consider both the total compensation survey results and the City's Financial recovery.

[Delete Current Subsection B]
[Renumber Remainder of Section]

FOR AFSCME

Date 8/3/21

FOR THE CITY OF PITTSBURG

Date August 9, 2021

TENTATIVE AGREEMENT

SECTION 7 – INCENTIVES AND DIFFERENTIALS

7.5 Standby Pay

In order to provide emergency service during evenings, weekends, and holidays AFSCME agrees that Equipment Shop Supervisors, Public Works Supervisors, Utility Supervisors, Water Plant Supervisors, Public Works Superintendents, and Water Plant Superintendents shall make themselves available to respond to emergency calls. For each standby shift, the employee(s) assigned to work standby under this section shall receive fifty dollars ($50) more than an employee assigned to a primary standby shift pursuant to Section 6.2 of the MOU between the City and Teamsters, Local 856. ~~three hundred dollars ($350) for each standby shift.~~ An employee on standby receives an additional eight (8) hours of compensatory time off at their regular rate of pay when on standby on Thanksgiving and Christmas. No additional payment or recognition is provided for standby shifts that include any other City holidays. A standby shift is a one-week period that begins at the end of the employee's Friday shift

FOR AFSCME

Date 8/3/21

FOR THE CITY OF PITTSBURG

Date August 9, 2021

TENTATIVE AGREEMENT

SECTION 8 – VACATION

8.1 Vacation Accrual

A. Service Achievement Incentive Plan

[No Change to other language.]

[. . .]

10. The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. However, as of the last pay period in December of each year, the City will contribute the balance of each employee's Service Achievement Incentive Plan bank in excess of eighty (80) hours directly into the employee's account in the City's Deferred Compensation Plan. In the event the direct contribution is disallowed or has a negative impact on the Plan's qualified status, the parties will meet and confer to address that concern.

In the event the IRS issues an official circular letter or regulation rescinding the constructive receipt tax issue concerning vacation cash-out as identified in PLR 2001-30015, the annual pay out will be void and the Service Achievement Incentive Plan bank balance shall carryover as it did in the 2020-2021 MOU.

Employees may utilize the reserve vacation bank accrued hours in accordance with section 8 .2 - Use of Vacation.

[. . .]

FOR AFSCME

Date 8/3/21

FOR THE CITY OF PITTSBURG

Date August 9, 2021

TENTATIVE AGREEMENT

SECTION 8 – VACATION

8.4 Vacation Buyback

(a) Employees may receive vacation pay in lieu of paid time off, subject to the following limitations. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that "buyback" will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. ~~Employees are only eligible for one such approval in a twelve (12) month period and only one (1) buyback per fiscal year.~~

~~Each vacation buyback shall be limited to~~ Employees may elect to sell back a maximum of eighty (80) hours of vacation per calendar year. ~~and will be at the employee's regular rate of pay.~~ Employees desiring to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in November (November 1-21) of the tax year preceding the sell back. The election will apply only to Vacation Leave hours accrued in the following tax year and the employee may elect that the pay-out occur in either the last full pay period in September or the first full pay period in December. Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. The City Manager may authorize buyback in excess of the eighty (80) hour limit in urgent and/or emergency situations.

Effective July 1, 2014 the total City-wide allocation for the buyback program will be one hundred and sixty thousand dollars ($160,000) per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 - 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to one hundred and sixty thousand dollars ($160,000.00) employee will receive, upon the City Manager's approval, payment as noted above. If the total dollar value of the requests exceeds one hundred and sixty thousand dollars ($160,000.00), request hours will be pro-rated and employees paid accordingly. ~~(Payment shall be made with the first paycheck of December.)~~ Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

Individual employees may elect to have payouts of Vacation leave deposited directly into the employee's account in the City's Deferred Compensation Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee's Deferred Compensation account (e.g., if they would exceed the maximum

contribution), the payout will be included in the employee's paycheck for the applicable pay period.

(b) The prior-year pre-election requirement set forth in subdivision (a) will be effective for vacation payouts occurring in Fiscal Year 2022 and later. For 2021 only, employees will be permitted to file two elections: (1) the first for payout of vacation in December of 2021 and (2) the second for payout of vacation in Calendar Year 2022.

(c) As part of the City's open enrollment packet each year, the City shall provide all employees with a copy of the Irrevocable Vacation Pay-Out Election Form.

(d) In the event the IRS issues an official circular letter or regulation rescinding the constructive receipt tax issue concerning vacation cash-out as identified in PLR 2001-30015, the annual pay out will revert to the process described in the 2020-2021 MOU.

FOR AFSCME

Date 8/6/21

FOR THE CITY OF PITTSBURG

Date August 9, 2021

TENTATIVE AGREEMENT

SECTION 15 – DISCIPLINARY ACTION

15.1 Disciplinary Action

Supervisors shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to a written reprimand. In emergency situations supervisors may relieve employees of their duties, pending further action by a department head.

Department Heads shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to dismissal from employment.

The City Manager shall be vested with the powers to discipline employees, and for cause, may discipline up to dismissal from employment.

Any proposed disciplinary action greater than a written reprimand requires prior consultation with the Human Resources Director.

The employee shall have the right to request another employee or bargaining unit representative be present when the employee is called into a meeting that he/she reasonably believes could result in disciplinary action, or where the purpose of the meeting is to propose or impose discipline, or where the purpose of the meeting is to appeal disciplinary action as provided within this section. The City shall send a copy of all disciplinary correspondence to the AFSCME Business Agent, unless the employee designates a different representative. ~~Once the employee has designated a representative, all subsequent correspondence shall be sent to the representative at the same time the correspondence is sent to the employee~~.

Any employee disciplined shall be immediately notified in writing of such charges or actions, personal service, via e-mail at the address on file with the City, or U.S. Postal Service mail (or equivalent)~~(with at least mail delivery confirmation) or delivery in person~~. Any employee aggrieved by such action may utilize the Disciplinary Action Appeal Procedure as hereinafter set forth, as a means of appeal from such by the City.

Any time limit described in the appeal procedures may be extended only by mutual agreement in writing. Failure by the employee or the employee's representative to initiate or appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline. In the case of an appeal, the City's last answer shall be final and conclusive. The failure of the City to respond to an appeal within the prescribed time limits shall be cause for the employee to automatically appeal the discipline to the next step. For purposes of determining receipt under this section, e-mails will be deemed received at the time and date they are sent. However, if the receiving party or parties can demonstrate that the e-mail was not

received or could not reasonably have been reviewed, the response timeline will be tolled until the circumstances preventing review have ended. [For example, the City serves a disciplinary notice on Employee A and the Union Representative on Day 1. However, both Employee A and the Union Representative are on separate Vacations on Day 1. Employee A returns on Day 3 and the Union Representative returns on Day 2. The response timeline starts on Day 2 instead of Day 1.]

15.2 Disciplinary Action Appeal Procedure for Written Reprimands

For all employees, written reprimands may be appealed to the City Manager within seven (7) days of receipt of disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The decision of the City Manager or designee shall be final and conclusive.

In the event the City Manager issued the written reprimand, then opportunity to utilize the "City Manager Appeal" shall still apply.

15.3 Disciplinary Action Appeal Procedure for Non-Written Reprimands

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a Notice of Proposed Disciplinary Action delivered to the employee either personally, via e-mail at the address on file with the City, or by U.S. Postal Service mail (or equivalent) ~~(with at least mail delivery confirmation)~~ and shall contain the following:

[. . .]

FOR AFSCME

Date 8/3/21

FOR THE CITY OF PITTSBURG

Date August 9, 2021

TENTATIVE AGREEMENT

~~**SECTION 21. PAST PRACTICES**~~

~~The continuation of working conditions and past practices not specifically contained in this Memorandum of Understanding is not guaranteed by this Agreement. Nonetheless, this is the first comprehensive Memorandum of Understanding to be negotiated between the City and the Union and the parties recognize that certain existing working conditions and/or past practices may have been overlooked during the negotiation of this Agreement. If, during the first one hundred eighty (180) calendar days following final approval by the City Council, either party identifies what it believes to be a working condition or a past beneficial practice that was overlooked, the parties shall meet and confer regarding such working condition or past practice. If it is mutually agreed that the practice or working condition did exist and it was overlooked, the parties will amend this Memorandum of Understanding accordingly. If the parties are unable to agree, the dispute will be resolved pursuant to the City's established impasse resolution procedures~~

FOR AFSCME

Date 8/3/21

FOR THE CITY OF PITTSBURG

Date August 9, 2021

TENTATIVE AGREEMENT

Holidays

AFSCME has requested the addition of the Juneteenth Holiday for Calendar Year 2022. The parties agree to meet to assess the appropriateness of modifying the list of holidays in MOU Section 10.1 no later than January of 2022. Any modifications to the list of holidays shall be by mutual agreement only.

FOR AFSCME

Date 8/3/21

FOR THE CITY OF PITTSBURG

Date August 9, 2021

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving the Terms and Conditions of Employment for Employees in the American Federation of State, County, and Municipal Employees Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units for the period of July 1, 2021 through June 30, 2022	)	RESOLUTION NO. 21-

WHEREAS, the Memorandums of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units expired on June 30, 2021; and

WHEREAS, City representatives and the duly appointed representatives of AFSCME Union have met and conferred in accordance with Section 3500 et seq. of the California Government Code; and

WHEREAS, the membership of the AFSCME Union ratified the attached agreement on August 25, 2021; and

WHEREAS, the City Manager and City staff recommend the terms and conditions of the agreement to be approved by the City Council; and

WHEREAS, the City Manager and City staff will prepare a successor MOU that incorporates the agreed upon changes upon adoption of this resolution.

NOW, THEREFORE the City Council DOES RESOLVE as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council hereby approves the attached terms and conditions and directs staff to prepare a Memorandum of Understanding setting forth the terms and conditions.

Section 3. The Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute and Agreement Between the City of Pittsburg and R. Giordano Consulting and Investigation Services

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The Resolution will authorize the City Manager to execute an agreement with R. Giordano Consulting and Investigative Services to conduct investigations into allegations of officer misconduct.

FISCAL IMPACT

Staff is requesting allocation of $225,000 over a three-year period commencing July 1, 2021 through June 30, 2024 at the rate of $6,250 per month. At the conclusion of the first three years, and if both one-year extensions are awarded, the additional one-year extensions will not exceed $150,000 for a contractual total not to exceed $375,000 over a possible five-year period.

RECOMMENDATION

Staff recommends City Council approval of an Agreement between R. Giordano Consulting and Investigation Services and the City of Pittsburg for consulting and internal affairs investigations.

BACKGROUND

The Pittsburg Police Department has an obligation to conduct thorough and transparent investigations into allegations of officer misconduct. To maintain transparency and community trust, the Pittsburg Police Department elected to have a third party conduct investigations related to allegations of officer misconduct. R. Giordano Consulting and Investigation Services has extensive training, knowledge and experience in these types of investigations.

The Pittsburg Police Department began utilizing the services of R. Giordano Consulting and Investigation Services in June 2020. In May 2021 the Pittsburg Police Department issued an RFP for Investigative Services to conduct investigations into allegations of officer misconduct. There were three applicants, all of which interviewed with the Community Advisory Committee on June 2, 2021. CAC members scored each applicant based on Qualifications, Experience and Cost. All three applicants' results were reviewed by Chief Addington and R. Giordano Consulting and Investigation Services was selected.

Staff has drafted a three-year contract using the City standard contract template for services, which includes two (1) year extensions, which is attached to the staff report. Because the total sum of the compensation of the contract exceeds the threshold for staff authorization, the Police Department is seeking City Council approval of the Resolution to continue the partnership by authorizing the City Manager to execute the Agreement between R. Giordano Consulting and Investigative Services and the City of Pittsburg.

SUBCOMMITTEE FINDINGS

This item has not been presented to a Subcommittee.

STAFF ANALYSIS

The need to effectively communicate and demonstrate the Pittsburg Police Department's commitment to transparent and thorough investigations into officer misconduct is more important than ever. R. Giordano Consulting and Investigations Services provides the level of experience that ensures the Pittsburg Police Department will meet the community's expectations, and do so professionally, efficiently and with full transparency.

Staff recommends approval of the Agreement between R. Giordano Consulting and Investigations and the City of Pittsburg.

ATTACHMENTS: Resolution

Report Prepared By: Brian Addington, Chief

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing the Execution)
of an Agreement between the City of) RESOLUTION NO. 21-
Pittsburg and R. Giordano Consulting)
And Investigation Services)

WHEREAS, the City of Pittsburg Police Department has an obligation to conduct thorough and transparent investigations into allegations of officer misconduct; and

WHEREAS, the City of Pittsburg Police Department has elected to retain a third-party for consulting and to conduct internal affairs investigations to maintain transparency and ensure community trust; and

WHEREAS, a Request for Proposals was issued in May 2021 for Investigative Services to conduct investigations into allegations of officer misconduct; and

WHEREAS, three proposals were received and evaluated based on selection criteria specified in the Request for Proposals; and

WHEREAS, the proposal from R. Giordano Consulting and Investigation Services was identified as the most responsive and received the highest scores.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The City Manager is hereby authorized to execute the Agreement in an amount up to $375,000 over a possible five-year period and execute the necessary documents and take such further actions as may be necessary or appropriate to carry out the City's obligations, including but not limited to appropriation of funds, under this Resolution.

Section 2. The Resolution shall take effect immediately upon adoption.

Passed and Adopted by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
Giordano Consulting Services

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and R. Giordano Consulting and Investigation Services, a California limited liability company ("Consultant") (together referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024. The City in its sole discretion shall have the option to extend the duration of the contract twice for one additional year each, by written notice.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Seventy Five Thousand dollars $(75,000) for up to 750 hours, as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. Consultant will submit an invoice monthly in the amount of $6,250 and provide City and cumulative hours worked to date in each invoice.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees

and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned

autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insured's for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insured's" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

4.4.1 **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 **Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this

waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverage's.

4.4.7 **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this

indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be been determined to apply.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement

for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any

financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: Robert Giordano
R. Giordano Consulting and Investigations
210 A Harbison Dr. 302
Vacaville, CA 95687

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control To the extent there are any inconsistences between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG **CONSULTANT**

Garrett Evans, City Manager Robert Giordano

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

As assigned by the Chief of Police, Consultant shall

Conduct Investigation:

- Meet with Police Department management to discuss the allegations to be investigated.
- Provide an investigative plan detailing the issues to be investigated, witnesses to be interviewed, evidence to be reviewed and/or collected, and an estimated timeline for the investigation.
- Determine the most appropriate investigative method(s) to be used, for each investigation in conjunction with Police Department Management.
- Interview witnesses, complainants and other persons, gather documents, administer oaths and examine persons, affidavits and supporting documentation, and otherwise conduct all research necessary and gather all evidence sufficient to complete each assigned investigation.
- Evaluate all evidence gathered in each investigation to formulate sound, well supported investigative conclusions regarding alleged violations.
- Provide updates to Police Department management on the progress of the investigation at each phase of the investigation, including any anticipated changes to the established timeline, on a weekly basis or as requested by the city.

Submit Report Findings:

- Submit a final written report with supporting documentation, findings and recommendations with all evidence and applicable materials to Police Department management.
- Conduct a debriefing session with Police Department management.

Other Requirements:

- Comply with all federal, state and local laws, statutes, ordinances, rules and regulations in conducting all investigations.
- Participate in administrative hearings, in court, or other official proceedings that result from the investigations.
- Provide all work under this Contract in a confidential manner.
- Learn and maintain an AXON (body warn and in car camera) system account as well as an IAPRO program systems account, both provided and instructed by Police Department management.
- Work remotely and allow VPN network capability to computer device.
- Pass *CLETS* security awareness test and undergo FBI fingerprint security clearance.
- Apply for and maintain business license with City of Pittsburg

EXHIBIT B

COMPENSATION SCHEDULE

Consultant shall submit a monthly invoice in the amount of $6,250 and provide City with cumulative hours worked to date with each invoice.

City agrees to pay consultant a sum not to exceed seventy five thousand dollars ($75,000) for up to 750 hours. The sum of $75,000 includes direct reimbursement for all expenses such as transcripts, hotel and airline travel, if necessary. Consultant shall receive prior approval for hotel, travel expenses, including airline, and any other expenses not listed within this agreement, with the exception of transcripts, from the Chief of Police or his designee.

City and Consultant acknowledge and agree that work assigned to Consultant shall not be based on conclusions reached in any prior investigation.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: Rob Giordano OWNER

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of an Ordinance Amending Chapter 8.16 of the Pittsburg Municipal Code for Weed Abatement

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

On August 16, 2021, the City Council introduced and waived further reading of an amendment to the Pittsburg Municipal Code Chapter 8.16 Weed Abatement to create consistency with abatement standards of the Contra Costa County Fire Protection District.

FISCAL IMPACT

None.

RECOMMENDATION

City Council move to adopt the attached Ordinance 21-1494 to update the Pittsburg Municipal Code (PMC) Chapter 8.16 Abatement of Weeds and Rubbish.

BACKGROUND

On August 16, 2021, the City Council opened a public hearing, took public comment, closed the public hearing, and introduced, waive further reading and passed to second reading the attached Ordinance amending Chapter 8.16 of the Pittsburg Municipal Code regarding weed abatement. Staff recommends adoption of the ordinance amending the PMC to be consistent with weed abatement standards of the Contra Costa County Fire Protection District.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff recommends adoption of Ordinance 21-1494, a revision to the weed abatement section of the municipal code to reference the Contra Costa County Fire Protection District's height standard.

Chapter 8.16, Section 030 reads "It is unlawful for the owner, agent, lessee or other person having charge or control of any piece or parcel of land within the city to allow weeds or rubbish to grow or to remain thereon, or upon the street or sidewalk in front of such piece or parcel of land."

The lack of a standard or measurement limit for weeds has been confusing for property owners and hampered the City's enforcement efforts. If the ordinance is approved, the section will also include the following additional language:

"Weed height to remain consistent with Contra Costa County Fire Protection District Minimum Weed Abatement Standards."

The revision will reduce confusion for property owners regarding the maintenance of their properties and assist code enforcement staff in the performance of their duties.

After introducing an Ordinance, the City Council must approve the action by adopting the Ordinance by a majority vote at a subsequent meeting. The Ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS: Ordinance
Contra Costa Fire Protection District Weed Abatement Standards

Report Prepared By: Myla Rivers, Code Enforcement Supervisor

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Pittsburg Municipal Code)
Chapter 8.16 Abatement of Weeds and) ORDINANCE NO. 21-1494
Rubbish to Clarify Weed Height Limit)

The Pittsburg City Council DOES ORDAIN as follows:

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, the presence of weeds and rubbish on private properties presents a public nuisance and a potential fire hazard, and has been a focus of the City's code enforcement efforts; and

WHEREAS, the Contra Costa Fire Protection District has a long-established standard for the acceptable height of weeds on a property; and

WHEREAS, there is a need for a clear, reasonable, and enforceable standard for properties within the City.

NOW, THEREFORE, the City Council of the City of Pittsburg Does ORDAIN as follows:

(new language in ***bold italic***, deleted language in ~~strikethrough~~)

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Amendment. Chapter 8.16.030 of the Pittsburg Municipal Code is hereby amended to read as follows:

8.16.030 Weeds and rubbish prohibited.
It is unlawful for the owner, agent, lessee or other person having charge or control of any piece or parcel of land within the city to allow weeds or rubbish to grow or to remain thereon, or upon the street or sidewalk in front of such piece or parcel of land. ***Weed height must comply with Contra Costa County Fire Protection District Minimum Weed Abatement Standards.***

Section 3. Severability.

If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be unconstitutional, unlawful or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance and each and all provisions thereof irrespective of the fact that any one or more

of said provisions may be declared unconstitutional, unlawful or otherwise invalid.

Section 4. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

Section 5. Publication

The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on August 2, 2021, and was adopted and ordered published at a meeting of the City Council held on September 20, 2021 by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

MINIMUM WEED ABATEMENT STANDARDS

A. **PARCELS FIVE ACRES OR LESS IN SIZE:**
Maintain **ALL** weeds at a height of **no more than 3 inches**. Weeds and grasses must be mowed, with material mulched and scattered or raked and bagged, and removed from the property, or disced (see "Discing Quality" below). All combustible rubbish or debris, including but not limited to: cardboard boxes, pallets, trash, wood rounds/chunks, rubble, etc., shall be removed from the property. **Parcels may require additional abatement during the season due to the regrowth of weeds and other flammable vegetation.**

B. **PARCELS GREATER THAN FIVE ACRES IN SIZE:**
Shall be provided with **30-foot fuelbreaks and 15-foot crossbreaks** (see **"H"** and **"I"** below). Crossbreaks should divide the parcel into approximately 5-acre sections. **Fencelines may require handmowing/weedeating to ensure completion of fuelbreak.** When terrain is too steep or rugged for a tractor, a handmowed fuelbreak may be required. All cut material should be mulched and scattered or raked, bagged and removed from parcel.

C. **Fuelbreaks along roadways** are required as part of the property line. Road right-of-ways shall be cleared to a minimum of **10 feet horizontally** from the edge of driving surface and **13'6" vertically**.

D. **Active pastureland** shall be provided with **15-foot wide fuelbreaks and crossbreaks** if a sufficient number of animals are present to steadily reduce height of grasses during the summer months **to 3 inches** or less by the end of August, irrespective of parcel size. **If this requirement cannot be met, 30-foot fuelbreaks and crossbreaks shall be required.**

E. **Active cropland** shall be provided with **15-foot fuelbreaks** or crossbreaks if the crop is to be harvested by mid-June. If there is to be a later harvest, **30-foot fuelbreaks shall be required**.

F. **Orchards** are to be maintained by complete abatement, including grasses under tree branches (see G. Tree litter). This may require pruning of lower branches to allow equipment access.

G. **Tree litter** (eucalyptus leaves and bark, coniferous needles, leaves, fallen branches, etc.) shall be removed from the base of trees, tree stems, and limbs within 10 feet of the ground and maintained throughout the fire season.

H. **30-foot fuelbreaks, where required, shall be provided** around all structures, combustible storage, trees, shrubs and brush, **along ridgelines,** fencelines, ditches, and along the sides of, but not in, creeks. Fuelbreaks and crossbreaks are a continuous strip of disced or dozed ground following as closely as possible to the property line, and **along one side of all fencelines**, ditches, and on top of all ridgelines. Remove from the property all debris, rubble, junk, piles of dirt, etc., which would obstruct or impede vehicles and/or equipment used for abatement work or fire suppression operations.

I. **Mowed fuelbreaks** shall be 60 feet wide and **mowed crossbreaks** 30 feet wide due to ability of the remaining surface material to support a fire growth.

DISCING QUALITY:

All discing work, including fuelbreaks, shall be completed so that all weeds, grasses, crops and other vegetation or organic material, which could be expected to burn, shall be completely turned under to the point that there is not sufficient exposed fuel to maintain or allow the spread of fire.

NOTE: Certain properties may require additional or more stringent abatement due to site-specific issues with terrain, regrowth, location, land use, or fire related history.

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize an Amendment to the Employment Agreement for the City Attorney

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

On July 17, 2018, the City Council approved the appointment of Donna Mooney as City Attorney and authorized an employment agreement. On September 16, 2019, the City Council authorized an amendment to the employment agreement to increase the salary and extend the employment agreement to September 4, 2022. This resolution would authorize amendments to increase the City Attorney's salary and benefits and further extend the agreement term for the City Attorney.

FISCAL IMPACT

If approved, the employment agreement amendments will result in an approximate increased payroll cost of $39,686 during Fiscal Year 2021/2022, which will be absorbed into the department's current allocated budget.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing amendments to the City Attorney's employment agreement to increase the monthly base salary to $20,240 effective September 20, 2021, extend the term of the agreement to September 4, 2024, allow participation in the City's 401(a) deferred compensation plan as specified in the amendment and authorize the Mayor to sign the amendment to the employment agreement on behalf of the City.

BACKGROUND

On July 17, 2018, the City Council approved the appointment of Donna Mooney as City Attorney and authorized the Mayor to negotiation and sign an employment agreement for Ms. Mooney on behalf of the City. The employment agreement requires an annual merit-based performance evaluation process after the first year of employment with the City.

On September 16, 2019, the City Council adopted Resolution 19-13685 authorizing amendments to Ms. Mooney's employment agreement to increase salary and extend the agreement term.

On August 16, 2021, the City Council conducted a performance review of Ms. Mooney in closed session and provided authorization to the Mayor to negotiate with Ms. Mooney changes to her salary and benefits.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

It is the compensation philosophy of the City Council to provide competitive salary and benefits to retain our valued employees. A consulting firm retained by the City conducted a market-rate compensation survey of local City Attorney positions in Contra Costa County. The consultant concluded that Pittsburg's current City Attorney salary rate was approximately $2,182 below the average monthly salary of City Attorneys of the comparative cities.

Subsequent to Ms. Mooney's performance review in closed session with the City Council on August 16, 2021, the City Council provided authorization to the Mayor to negotiate with Ms. Mooney changes to her salary and benefits, including a $542 merit increase and $1,640 equity adjustment to her monthly base salary, consistent with the survey information provided by the consultant.

The Mayor and Ms. Mooney agreed upon the amended terms of Ms. Mooney's employment and the requisite employment agreement amendment was prepared.

ATTACHMENTS:

Report Prepared By: Stacy Shell, Director of Human Resources

ATTACHMENTS: Resolution
Second Amendment to Employment Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving an Amendment to the Employment)
Agreement of Donna Mooney as City Attorney) RESOLUTION 21-

WHEREAS, the City Council hired Donna Mooney to serve as City Attorney of the City of Pittsburg and entered into an employment agreement on September 4, 2018; and

WHEREAS, the City Council first amended the terms of Donna Mooney's employment agreement on September 16, 2019; and

WHEREAS, a consulting firm retained by the City conducted a market-rate compensation survey of local City Attorney positions; and

WHEREAS, the City Council has conducted a merit-based annual review of Donna Mooney's performance; and

WHEREAS, the City Council desires to amend the terms of Donna Mooney's employment agreement; and

WHEREAS, Donna Mooney has indicated her concurrence with the amended terms of the employment agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council adopts this resolution approving the employment agreement amendments between the City of Pittsburg and Donna Mooney.

Section 3. This resolution becomes effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT

This Second Amendment to the Principal Agreement made and entered into on July 6, 2018, hereafter referred to as Agreement, between Donna Mooney, an individual, therein referred to as Employee, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this ___ day of September, 2021.

WHEREAS, the parties entered into an Agreement on July 6, 2018, for City Attorney services for a term of three years commencing September 4, 2018, and ending on September 4, 2021; and

WHEREAS, the parties entered into a First Amendment titled "Employment Agreement Amendment #1" on September 8, 2019, to increase the term by one year and increase compensation; and

WHEREAS, the parties desire to amend the Agreement to extend the term and increase the compensation.

NOW, THEREFORE, Employee and City do mutually agree as follows:

1. Term. The first paragraph of Section 2 of the Agreement is hereby amended to read as follows:

EMPLOYEE shall continue to be retained as the City Attorney of the CITY for a period of six (6) years commencing September 4, 2018, and ending on September 4, 2024.

2. Compensation. The first paragraph of Section 5 of the Agreement is hereby amended to read as follows:

CITY agrees to pay EMPLOYEE for her services rendered hereunder at a monthly rate of $20,240.00 which sum shall be considered base salary and shall be payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholdings.

3. Deferred Compensation. Section 5.1 is hereby added to the Agreement to read as follows:

SECTION 5.1
DEFERRED COMPENSATION

CITY shall reduce EMPLOYEE's annual vacation accrual up to eighty (80) hours and contribute the cash value of this reduction, based on EMPLOYEE's base salary, as an employer contribution to EMPLOYEE's Internal Revenue Code 401(a) deferred compensation plan. Such reduction in vacation accrual and deferred compensation

contribution shall be payable in installments at the same time as other employees of the City are paid.

4. Integration. This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control in all respects.

6. Ambiguities. The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

EMPLOYEE

By: _____

Donna Mooney

CITY OF PITTSBURG

By: _____

Merl Craft, Mayor

ATTEST:

By: _____

Alice Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute First Amendment to Contract for Renewable Diesel

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The City requires diesel fuel for vehicles and equipment to provide services to the public and to maintain operations. Staff recommends amending a contract with Western States Oil to extend the term and "piggyback" on a contract price obtained through competitive bidding by Santa Clara County. If approved, the resolution will authorize execution of a First Amendment to the contract with Western States Oil of San Jose.

FISCAL IMPACT

Costs for bulk purchases of renewable diesel for Fiscal Year (FY) 2021/22 are budgeted at $115,000 for Corporation Yard operations and $225,000 for Marina operations and sales, for a total purchase contract of $340,000. There are sufficient funds in the FY 2021/22 operating budgets for Fleet Maintenance and Marina. No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution to authorize the City Manager to execute the First Amendment to the renewable diesel fuel contract with Western States Oil.

BACKGROUND

The Public Works Department and the Marina require large quantities of fuel (Renewable Diesel and Renewable Diesel-Red) to carry out their responsibilities.

The proposed diesel supply contract amendment would provide fuel for the Public Works Department for refueling City vehicles and equipment; at the Marina for resale to the general public and to Marina tenants; and at the City's Water Treatment Plant for stationary equipment.

Western States Oil has provided satisfactory services in delivering renewable diesel to City facilities for several years. Staff has previously conducted a competitive public bid process each year to establish the rate for purchasing renewable diesel fuel.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff proposes to take advantage of significantly better bulk fuel pricing obtained through competitive bidding by the County of Santa Clara. The First Amendment "piggybacks" on the price obtained by the County of Santa Clara.

Staff seeks authorization for the execution of the First Amendment, which will extend the duration of the existing contract by one year, "piggyback" on the price obtained for renewable diesel by County of Santa Clara with an agreed-upon shipping cost difference, and increase the total compensation under the contract accordingly. The City, if it utilized 100,000 gallons of renewable diesel fuel, could save approximately $36,000 with the First Amendment. There are sufficient funds in the City's FY 2021-22 Operating Budget to accommodate this First Amendment.

Staff recommends the City Council authorize the City Manager to execute the First Amendment to the contract with Western States Oil.

ATTACHMENTS: Resolution
First Amendment to 2018 Renewable Diesel Contract

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute First Amendment to Contract for Renewable Diesel	)))	RESOLUTION NO. 21-

WHEREAS, the City requires renewable diesel fuel for vehicles and equipment to provide services to the public and maintain operations; and

WHEREAS, in 2018 the City entered into a contract with Western States Oil to provide renewable diesel fuel pursuant to a Request for Quotes to supply fuel for up to three years; and

WHEREAS, Santa Clara County recently conducted a competitive process and entered into a contract with Western States Oil to supply and deliver diesel fuel; and

WHEREAS, staff seek to "piggyback" on the Santa Clara County contract price and amend the City contract with Western States Oil to extend the term one year and increase the compensation accordingly; and

WHEREAS, the City Council previously approved funding for diesel fuel purchases within the City Fiscal Year 2021/22 Operating Budgets for Fleet Maintenance and Marina.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the First Amendment to the Renewable Diesel Fuel contract with Western States Oil.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Meryl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIRST AMENDMENT TO
RENEWABLE DIESEL FUEL AGREEMENT BETWEEN
CITY OF PITTSBURG
AND WESTERN STATES OIL

This First Amendment to the City of Pittsburg Bulk Renewable Diesel for Fiscal Year 2018-19 Agreement made and entered into on September 17, 2018, hereafter referred to as Agreement, between Western States Oil, a California limited liability company, therein referred to as Western States Oil, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 30th day of September, 2021.

WHEREAS, the City issued Request for Quotes (RFQ 09-05) and entered into the City of Pittsburg Bulk Renewable Diesel for Fiscal Year 2018-19 Agreement ("Agreement") for renewable diesel fuel with Western States Oil as authorized by City Council Resolution No. 18-13530 on September 17, 2018; and

WHEREAS, the Agreement provided two one-year options to extend the duration of the contract on mutual agreement, and the parties subsequently did so agree to extend the term through September 30, 2021; and

WHEREAS, the County of Santa Clara in August, 2020, conducted a competitive bidding process meeting or surpassing the requirements of the City of Pittsburg Purchasing Policy, which resulted in a determination that Western States Oil submitted the lowest, responsive, responsible bid; and

WHEREAS, City staff seek to extend the duration of the Agreement, and "piggyback" on the County of Santa Clara contract by purchasing renewable diesel fuel at the price bid.

NOW, THEREFORE, Western States Oil and City do mutually agree as follows:

1. Compensation. Beginning October 1, 2021, Western States agrees to receive and accept the prices shown below with an additional $0.04445 to cover the haul differential as full compensation:

A. PRICING TABLE

#	Product Description RED	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Renewable Red Dyed Diesel	1501-4000	Gallon	$+0.0575
2	Renewable Red Dyed Diesel	4001-6000	Gallon	$+0.0075
3	Renewable Red Dyed Diesel	6001 and above	Gallon	$-0.0225

A. PRICING TABLE

#	Product Description	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Ultra-Low Sulfur Diesel and Renewable Diesel	4001-6000	Gallon	$-0.0050
2	Ultra-Low Sulfur Diesel and Renewable Diesel	6001 and Above	Gallon	$-0.0150
3	Ultra-Low Sulfur Diesel and Renewable Diesel Big Tank	10000	Gallon	$-0.0225

The total compensation from October 1, 2021 through September 30, 2022, shall not exceed $340,000.

2. Term. Article 6 of the Agreement is hereby amended to read as follows:

The work described in the Contract shall begin October 1, 2018, and shall terminate September 30, 2022, unless earlier terminated as provided in the Contract.

3. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Western States Oil shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

6. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

7. Authority. The person signing this First Amendment for Western States Oil hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Western States Oil.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day

and year first hereinabove appearing.

CONTRACTOR:

WESTERN STATES OIL, a California limited liability company

By: _____

Robin Jackson, Director of Sales

CITY:

CITY OF PITTSBURG, a municipal corporation of the State of California

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept the Plans and Specifications, Allocate Funds, and Authorize the Award of Project 5060, Filter Media Replacement Project

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

Project 5060, Filter Media Replacement Project is for the removal and disposal of Granular Activated Carbon water filters at the City's Water Treatment Plant. Adoption of this resolution will accept the plans and specifications for the Project, allocate additional funds, and authorize the City Manager to award a construction contract to Calgon Carbon Corporation of Moon Township, Pennsylvania.

FISCAL IMPACT

The Project is currently funded with $500,000 from Water Operations Fund (Fund 501). Staff requests an additional allocation of $125,000 from Water Operations Fund (Fund 501) to award the Project. If approved, the total Project budget will be $625,000. A Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution accepting the plans and specifications, allocating $200,000 from Water Operations Fund (Fund 501), and authorizing the City Manager to award and execute a contract in the amount of $506,640 with Calgon Carbon Corporation to complete the Project.

City Council adopt the attached Resolution establishing a construction contingency of $75,000 (15% of the contract amount). Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

BACKGROUND

The Granular Activated Carbon (GAC) media currently installed in the filters at the City's Water Treatment Plant (WTP), is at the end of its useful life. This project includes removal, off-site disposal and replacement of the GAC in all eight gravity filters at the City's Water Treatment Plant.

On June 18, 2018, the City Council adopted Resolution 18-13499, approving the City's operating budget for FY 2018-19, and allocating funds for several capital projects, including $100,000 Water Operations Fund (Fund 501) to the Project.

On June 17, 2019, the City Council adopted Resolution 19-13643, approving the City's operating budget for FY 2019-20, and allocating funds for several capital projects, including $100,000 Water Operations Fund (Fund 501) to the Project.

On December 21, 2020, the City Council adopted Resolution 20-13859 approving Addendum 1 to the City's Five-Year Capital Improvement Program for FY 2019/20-2023/24 and the appropriation of $100,000 from Water Operations Fund (Fund 501) to the Project.

On June 21, 2021, the City Council adopted Resolution 21-13944, approving the 5-Year Capital Improvement Program for FY 2021/22 through 2025/26 and the appropriation of $200,000 from Water Operations Fund (Fund 501) to the Project.

Advertising for the Project began on August 4, 2021. Bids for construction of the Project were opened on September 1, 2021. Calgon Carbon Corporation of Moon Township, PA was the lowest responsive, responsible bidder with a Base Bid proposal of $506,640. Determination of the lowest Bidder was made by comparing base bids.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

The filters at the WTP generally need to have the GAC replaced every four years. The last project was completed on April 9, 2018. Since completion of the last GAC replacement project, the City has been obligating funds each year in anticipation of the next filter replacement project. Due to high costs of materials, the amount collected over the last four years is less than what is required to complete the Project.

An additional allocation of $125,000 of Water Operations Fund (Fund 501) is necessary to award the Project. This is an appropriate use of these funds. If approved, the total Project budget will be $625,000.

Staff received two bid proposals for construction of the Project. The bid received has been checked for arithmetical errors, completeness, and conformance with the bid requirements. The low bid proposal submitted by Calgon Carbon Corporation is responsive to the bid requirements and the Base Bid is less than the Engineer's estimate of $600,000.

Staff recommends a construction contingency of $75,000, which is 15% of the construction contract, to provide funding for unanticipated change orders.

ATTACHMENTS: Resolution
Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Accept the Plans and Specifications, Allocate Funds, and Authorize the Award of Project 5060 Filter Media Replacement Project	)	RESOLUTION NO. 21-

WHEREAS, Project 5060, Filter Media Replacement Project (the "Project") includes removal, off-site disposal and replacement of the Granular Activated Carbon (GAC) in eight filters at the City's Water Treatment Plant; and

WHEREAS, on June 18, 2018, the City Council adopted Resolution 18-13499, approving the City's operating budget for FY 2018-19, and allocating funds for several capital projects, including $100,000 Water Operations Fund (Fund 501) to the Project; and

WHEREAS, on June 17, 2019, the City Council adopted Resolution 19-13643, approving the City's operating budget for FY 2019-20, and allocating funds for several capital projects, including $100,000 Water Operations Fund (Fund 501) to the Project; and

WHEREAS, on December 21, 2020, the City Council adopted Resolution 20-13859 approving Addendum 1 to the City's Five-Year Capital Improvement Program for FY 2019/20-2023/24 and the appropriation of $100,000 from Water Operations Fund (Fund 501) to the Project; and

WHEREAS, on June 21, 2021, the City Council adopted Resolution 21-13944, approving the 5-Year Capital Improvement Program for FY 2021/22 through 2025/26 and the appropriation of $200,000 from Water Operation Funds (Fund 501) to the Project; and

WHEREAS, advertising for the Project began on August 4, 2021. Bids for construction of the Project were opened on September 1, 2021. Calgon Carbon Corporation was the lowest responsive, and responsible Base Bid in the amount of $506,640; and

WHEREAS, an allocation of $125,000 of Water Operations Fund (Fund 501) is necessary to award the Project and an appropriate use of Water Operations Funds; and

WHEREAS, after allocation of identified funds there is a resulting Project budget of $625,000; and

WHEREAS, staff recommends establishing a contingency in an amount $75,000 (approximately 15% of the construction contract) for unforeseen expenses; and

WHEREAS, staff further requests that the City Engineer or his designee be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pittsburg as follows:

Section 1. The plans and specifications for the Project are hereby accepted.

Section 2. Allocation of $125,000 of Water Operations Fund (Fund 501) to the Project for a total Project budget of $625,000 is hereby approved.

Section 3. The City Manager is hereby authorized to award and execute a contract in the amount of $506,816 with Calgon Carbon Corporation for construction of the Project.

Section 4. The City Council hereby authorizes a contingency fund in an amount of $75,000 (~15% of the total contract amount) for unforeseen expenses, and that the City Engineer or his designee is authorized to approve contract change orders up to 50% of this amount, and the City Manager is authorized to approve change orders up to 100% of this amount.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Project Budget Summary
Project 5060, Filter Media Replacement Project

Project Funding

Water Operations Fund (Fund 501)		$500,000
New Allocation Water Operations Fund (Fund 501)		$125,000
	Funding Total	**$625,000**

Project Expenditures:

Design: (Code 2122)	Miscellaneous Design Expense		$15,000
		Subtotal	$15,000
Miscellaneous: (Code 1399)	Advertising		$500
	Postage		$0
		Subtotal	$500
Construction: (Code 2281)	Construction Base Bid Plus Bid Alternates		$506,640
	Construction Contingency (~10%)		$75,000
	Material Testing		$6,250
		Subtotal	$587,890
Staff Time: (Code 1101)	Staff Time During Design		$2,610
	Staff Time During Construction Management		$8,500
		Subtotal	$11,110
Admin Overhead (Code 2372)	Staff Costs During Design Phase		$2,000
	Staff Costs During Construction Management		$8,500
		Subtotal	$10,500
		Estimated Total Expenditures	**$625,000**

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept a Delta Conservancy Proposition 68 Grant for Improvements to Boat Launch Ramp and Central Harbor Park and Authorize the City Manager to Execute a Grant Agreement and an Agreement for Design Services

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The City has been awarded a $172,155 grant from the Sacramento-San Joaquin Delta Conservancy to plan infrastructure upgrades at the Boat Launch Ramp, Central Harbor Park, and nearby parking lots. If approved, this Resolution approves the grant agreement and authorizes the City Manager to execute an Agreement for design services with R.E.Y. Engineers, Inc.

FISCAL IMPACT

The City has been granted $172,155 for design services and staff time spent managing the grant and reviewing design documents. Under grant guidelines, eligible expenses will begin during Fiscal Year 2021-2022.

RECOMMENDATION

City Council adopt the Resolution accepting Delta Conservancy Proposition 68 Grant funds, and authorizing the City Manager to execute a Grant Agreement and Agreement for Design Services with R.E.Y. Engineers, Inc.

BACKGROUND

The California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) makes funding available to the Delta Conservancy for projects that enhance Delta communities and keeps them economically strong. The Conservancy's Community and Economic Enhancement Grant Program funds recreation, tourism, and environmental education. As executor of the Trust Lands in the City and as granted per Senate Bill 551, Chapter 422, Statutes of 2011, the City shares in this mission and encourages public access to its waterfront.

The grant will support a plan for future enhancements to the Boat Launch Facility and Central Harbor Park. Enhancements will include improved accessible paths of travel in compliance with the Americans with Disabilities Act, new public restrooms, tourist-targeted signs and viewing benches, a fish cleaning station, picnic tables, play structure and additional security improvements including a police substation. Once designs are complete, the City will apply for a future Phase II project grant to construct the improvements.

SUBCOMMITTEE FINDINGS

The Economic Development/Waterfront Subcommittee expressed support for this opportunity at the December 9, 2020 meeting.

STAFF ANALYSIS

Central Harbor Park and the Boat Launch Facility are historically high-traffic areas, receiving attention from boaters, hunters, fishermen, joggers, and others. They are adjacent to two very different socio-economic communities: a neighborhood with a homeowners' association with large single-family homes with private docks, and an apartment complex with residents facing economic challenges.

Both communities utilize the existing recreation amenities and have expressed dismay at the condition of the walkways, safety, and restrooms, but praise the views and easy access to the water.

The Park and launch ramp are subject to a higher volume of police calls than much of the City, and the restrooms have not been updated since 1981. The current restrooms at both locations do not feature single-occupancy stalls and are a potential safety concern. City staff has received complaints about the condition of the restrooms, which are showing signs of heavy wear and have reached the end of their useful life. Sidewalks, parking lot striping, and park features need repair. In addition, there is no area for children to play at the Central Harbor Park.

Given the area's industrial history, high volume of use, proximity to downtown, and location on the waterfront, the City has pursued revitalization of its waterfront. In 2017 and 2019, the City secured $1.1 million in U.S. Environmental Protection Agency grants for brownfield remediation. The first dollars spent from these grants went to work at the City's Riverview Park and marina berm area.

The proposed improvements will contribute to the City's ongoing revitalization efforts and expand the character of the City's downtown core – a priority outlined in the City's General Plan. As a result of this project, staff anticipates increased interest from boaters, members of the surrounding neighborhoods, and out of town visitors to the waterfront and downtown areas. This is projected to lead to more traffic for local businesses and more sales tax for the City, including but not limited to development of the adjacent vacant lot.

Staff recommends using a professional design firm, R.E.Y. Engineers, Inc., to develop plans for the needed improvements at the Boat Launch Facility and Central Harbor Park described above. Completed plans will help the City qualify for additional grant funds, including the Delta Conservancy's Proposition 68 Implementation Grants, for construction of the project. R.E.Y. Engineers is familiar with this area and has previously provided satisfactory service to the City.

ATTACHMENTS: Resolution
Grant Agreement between the City of Pittsburg and the Sacramento-San Joaquin Delta Conservancy
Professional Services Agreement with R.E.Y. Engineers, Inc.

Report Prepared By: Sara Bellafronte, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting a Sacramento-San Joaquin Delta Conservancy Proposition 68 Grant and Authorizing the City Manager to Execute a Grant Agreement and an Agreement for Design Services	)))))	RESOLUTION NO. 21-

WHEREAS, the City is undertaking a variety of efforts to revitalize its waterfront and uplift its surrounding neighborhoods; and

WHEREAS, Central Harbor Park and the adjacent public boat launch facilities attract visitors and local residents seeking recreation but recently the community has expressed safety concerns and noted the deterioration of the facilities over time; and

WHEREAS, the City applied for and was awarded $172,155 under the Sacramento-San Joaquin Delta Conservancy Proposition 68 Community & Economic Enhancement Grant Program for planning preparation of an Upgrade Project at the Public Boat Launch facilities and Park; and

WHEREAS, staff has received a cost proposal for design services from R.E.Y. Engineers, Inc., and is requesting approval of an agreement for services for the project.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby:

Section 1. Accepts a $172,155 grant from the Sacramento-San Joaquin Delta Conservancy (Conservancy) Proposition 68 Community & Economic Enhancement Grant Program and authorizes the City Manager or designee to execute all related forms and documents.

Section 2. Authorizes the City Manager to execute a Consulting Services Agreement with R.E.Y. Engineers, Inc., for design services and to amend the contract to add up to $30,000 for additional unforeseen work.

Section 3. Directs the Director of Finance to allocate the grant funds to the Waterfront Grants Fund (Fund 541) in the name of the City of Pittsburg and to establish a separate project account for the purpose of administering this grant.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on September 20, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Boat Launch Facility and Central Harbor Park Upgrade Planning
SECTION I: SCOPE OF WORK

1. AUTHORITY

The Community and Economic Enhancement Grant Program was developed in response to the California Drought, Water, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). Proposition 68 amended the Public Resources Code to add, among other articles, section 80110, authorizing the Legislature to appropriate funds to the Sacramento-San Joaquin Delta Conservancy (Grantor) to use according to its governing statute for its specified purposes. Public Resources Code 32320 et. seq. establishes the Grantor and gives it the authority to enter into Grant Agreements. To further the goals of Proposition 68, the Grantor is entering into this planning project Grant Agreement (Agreement) with City of Pittsburg (Grantee) to provide funding for the completion of the activities set forth in this Agreement. Unless otherwise specified in this Agreement, the Grantee will complete Boat Launch Facility and Central Harbor Park Upgrade Planning as stated in and using the information specified by the Grantee's proposal approved in the Community and Economic Enhancement Grant Program solicitation process.

2. GRANTEE'S AUTHORITY

The Grantee is a California Public Agency, validly existing, and in good standing under the laws of California. The Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder. Pursuant to state law, provisions applying to contractors apply equally to the Grantee for the purposes of this Agreement. By signing this Agreement, Grantee certifies that it is the Grantee's responsibility to comply with all federal, state, and local laws that apply to the project.

3. TERM OF AGREEMENT

This Agreement shall run from its Effective Start Date through October 1, 2024.

4. PROJECT STATEMENT

A. Overview

i. The purpose of this project is to complete planning documents and public outreach for future enhancements to the Boat Launch Facility and Central Harbor Park. These enhancements will include improved paths of travel, new public restrooms, tourist-targeted signs and viewing benches, educational signage, a fish cleaning station, picnic tables, a play structure, and additional security infrastructure. Enhanced security features include, but are not limited to, improved site lighting and placement of a prefabricated police substation. To achieve readiness to implement these enhancements, this grant will fund completion of design plans, including all documents necessary for implementation, with review at 35 percent, 65 percent, and 90 percent completion. Additionally, grant funds will be used to further engage community members and other project stakeholders to assure the design plans address community needs.

Final Draft

The project area is located directly on the Sacramento-San Joaquin Delta waterfront in a historically high-traffic area, receiving attention from boaters, hunters, fishers, joggers, and more. The Grantee has had significant input from local residents and businesses to determine the components to be included in this upgrade. As shown in EXHIBIT A: PROJECT MAP, the project area is adjacent to two communities: A homeowner's association (HOA)-governed community of single-family housing and a severely disadvantaged community (SDAC) of multi-family housing. Both communities express dismay at the state of the walkways, despair of restrooms, and overall lack of safety, yet praise the views and easy access to the water. Project goals include maximizing safe, public access and recreation opportunities and protecting the unique character of the Delta.

This project is necessary because it will address community danger and blight, community accessibility, aging recreational infrastructure, and lack of amenities at the project area. The project area receives more than 650 annual law enforcement calls for service. Boaters often report discomfort with parking their vehicles in the lot. Lighting, increased law enforcement by placement of a police substation, restrooms that are specially designed for public safety, and subsequent increased foot traffic should discourage nefarious activities. Additionally, existing restrooms and parking lots do not meet current building codes and facility standards. In addition, damaged elements often render the restrooms temporarily inaccessible. Planned restrooms and paths will be compliant and meet all current codes and standards. The restrooms will be private with features that discourage long-term guests and vandalism

ii. The Project Team is comprised of the Grantee, in partnership with R.E.Y. Engineers.

iii. Previous and projected future phases of the project include Phase II, implementation of the plan developed in Phase I (the Phase that will be completed as a result of this project).

iv. The goals of this project are to maximize public access and recreation opportunities on the Delta, evolve and protect the unique character of the Delta, and enhance recreational opportunities for a severely disadvantaged community (SDAC) within the Delta.

B. Project Location

The project site encompasses the City of Pittsburg's Central Harbor Park and Boat Launch Facility in Contra Costa County. The site is located at the intersection of Cutter Avenue and Marina Blvd. in Pittsburg, CA. It is bordered by the Sacramento-San Joaquin Delta to the north. Latitude (Decimal Degrees): 38.038250, Longitude (Decimal Degrees): -121.884965.
See EXHIBIT A.

Final Draft

C. Disadvantaged Community/Severely Disadvantaged Community (DAC/SDAC)
This project serves an SDAC. The Marina Heights residential neighborhood is across Marina Boulevard, less than 500 feet, from both the Boat Launch Facility and Central Harbor Park according to Contra Costa County's interactive Geographic Information Software mapping tool. The community was identified as being an SDAC by the City's Income Certification Form for Compliance with the Redevelopment Agency data collected in 2018.

5. PROJECT IMPLEMENTATION

Although the Grantee, as authorized by the Agreement, may utilize other entities to complete certain tasks identified within this Scope of Work, the Grantee is ultimately responsible for the completion of all activities set forth herein. The Grantee's use of the grant funds is limited to those expenditures necessary to implement the project and that are eligible under applicable State of California law. Furthermore, the Grantee's expenditure of grant funds must be in accordance with SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS.

The Grantee will complete the tasks listed below.

A. Task 1) Grant Management, Administration, and Reporting
This task will be completed by Grantee and R.E.Y. Engineers. The costs of completing this task will be covered by Grantor funds and cost share from the Grantee.

i. **Site Access/Land Tenure.** See Site Access/Land Tenure (Section I.5.H).

ii. **Delta Plan Consistency.** See Delta Plan Consistency (Section I.5.J). If the project is a Covered Action, the Grantor will not disburse construction, improvement, or acquisition funds until the project is certified as consistent with the Delta Plan.

iii. **Quarterly Invoices.** The Grantee shall refer to Invoicing and Payment (Section II.2), to prepare and submit quarterly invoices to the Grantor.

iv. **Quarterly Progress Reports.** The Grantee shall refer to Quarterly Progress Reports (Section I.7.Progress Reports) and submit deliverables to the Grantor.

v. **Annual Progress Reports.** The Grantee shall refer to Annual Progress Report (Section I.7.B.ii) and submit deliverables to the Grantor.

vi. **Draft Final Report.** The Grantee shall refer to Final Report (Section I.7.C) to prepare and submit deliverable to the Grantor.

vii. **Final Report.** The Grantee shall refer to Final Report (Section I.7.C) to prepare and submit deliverable to the Grantor.

viii. **Final Invoice.** The Grantee shall refer to Invoice Submission Process (Section II.2.A) to prepare and submit deliverable to the Grantor.

Final Draft

ix. Submission of Project Data. The Grantee shall refer to Data Rights and Management (Section I.5) to prepare and submit all project data to the Grantor.

B. Task 2) Community Engagement

The goal of this task is to engage residents of Marina Heights Residential Community, a severely disadvantaged community (SDAC) directly adjacent to the Park, in the design of an implementation project that will bring positive Delta recreation, economic, and access impacts to the SDAC. Compared to engagement of other stakeholders, engagement by residents of the Marina Heights neighborhood has been limited thus far. Therefore, as part of this project, the Grantee will contact the Marina Heights residents via a mailed and online survey (distance due to COVID-19) to inform them about the proposed project elements and obtain input on project design.

Once 65 Percent Design Plans are complete, the Grantee will get feedback from city residents and local businesses by putting relevant plan information on the Grantee's website with a feedback mechanism and conducting outreach to stakeholders to make sure they are aware of the feedback opportunity. Depending on outreach response rate, the Grantee will conduct up to three rounds of email and/or mailed outreach to stakeholders.

Deliverables:

i. PDF copy of the survey provided to the Marina Heights residential community

ii. PDF copy of summary of survey results from Marina Heights residents including input on project design and number of households reached

iii. PDF that includes link to the website, screenshots of website, and feedback mechanism

iv. PDF copy of all outreach emails and/or postal mail

v. PDF copy of summary of the feedback received on the website

This task will be completed by the Grantee. The costs of completing this task will be covered by cost share from the Grantee.

C. Task 3) Design

The Grantee will work with R.E.Y. Engineers to develop detailed 35 Percent Conceptual Design Plans and 65 Percent Design Plans. The 35 Percent Conceptual Design Plans will establish the basis for construction documents, which includes preliminary site layout, planting, grading and drainage, sewer and water, ADA path of travel, and lighting and electrical plans. Existing site condition analyses (soil and existing infrastructure) as well as a topographic base map will be developed using LiDAR Scanning survey methods to support this task phase.

Final Draft

The consultant will also develop the 90 Percent Design Plans Package. This package will include 90 Percent Design Plans and further development of all documents necessary for construction during the implementation phase, cost estimates, and technical specifications as well as plans for demolition, paving and striping, landscaping, planting, and irrigation.

Deliverables:

i. PDF Copy of signed contract with consultant

ii. PDF copy of the 35 Percent Conceptual Design Plans

iii. PDF copy of the 65 Percent Design Plans

iv. PDF copy of site condition analyses and topographic base map

v. PDF copy of the 90 Percent Design Plans Package

This task will be completed by Grantee and R.E.Y. Engineers. The costs of completing this task will be covered by Grantor Funds.

D. Schedule and List of Deliverables

i. Task 1) Grant Management, Administration, and Reporting

a. Conditions

- **Site Access/Land Tenure Agreement.** Where relevant, site access or land tenure agreement required prior to disbursement of funds.
- **Covered Action.** For a project that is a Covered Action, Certification of Consistency with Delta Plan is required prior to disbursement of construction, improvement, or acquisition funds.
- **Permits.** For implementation projects, receipt of all permits is required prior to payment of construction, improvement, or acquisition funds.
- **Signage.** For implementation projects, required signage must be in place prior to final distribution of grant funds.
- **Data.** For projects that generate data, all project data must be submitted prior to final distribution of grant funds.

Deliverables and Key Project Milestones	Completion Dates
i. Site Access/Land Tenure	N/A
ii. Delta Plan Consistency	N/A

Final Draft

iii. Quarterly Invoices	Between the sixth and tenth of the second month following the end of the quarter (see Section II.2)
iv. Quarterly Progress Reports	Between the sixth and tenth of the second month following the end of the quarter (see Section I.7.B Progress Reports)
v. Annual Progress Reports	Between February 6-10 through the Funding Term (see Section I.7.B Progress Reports)
vi. Draft Final Report	30 days post Funding End Date
vii. Final Report	60 days post Funding End Date
viii. Final Invoice	60 days post Funding End Date
ix. Submission of Project Data	Final submission of data due 60 days post Funding End Date

ii. Task 2) Community Engagement

a. Conditions

- Additional community engagement may occur if residents attend and speak at any number of public meetings being held during the development of these planning documents.

Deliverables and Key Project Milestones	Completion Dates
i. PDF copy of the survey provided to the Marina Heights residential community	October 1, 2021
ii. PDF copy of summary of survey results from Marina Heights residents including input on project design and number of households reached	October 1, 2021
iii. PDF that includes link to the website, screenshots of website, and feedback mechanism	May 1, 2023

iv. PDF copy of all outreach emails and/or postal mail	May 31, 2023
v. PDF copy of summary of the feedback received on the website	June 15, 2023

iii. Task 3) Design
a. Conditions
- N/A

Deliverables and Key Project Milestones	Completion Dates
i. PDF copy of signed contract with consultant	October 1, 2021
ii. PDF copy of the 35 Percent Conceptual Design Plans	October 1, 2022
iii. PDF copy of the 65 Percent Design Plans	October 1, 2023
iv. PDF copy of the site condition analyses and topographic base map	October 1, 2022
v. PDF copy of the 90 Percent Design Plans Package	April 1, 2024

E. Performance Measures

Performance measures are not required for this planning project.

F. Data Rights and Management

The Grantor will retain rights to all final products produced as a result of this Agreement. The Grantee will have full rights to reproducing the product(s) as long as they are not used for commercial purposes. The Grantor has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this grant; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the Grantor.

All data must be made publicly available prior to the end of the grant term. The Grantee is responsible for ensuring that data are collected using peer-approved methods, undergo a quality control and accuracy assessment process and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the project has

been submitted as specified below. Unless specified elsewhere in this Agreement, the Grantee must provide these elements upon Grantor request.

G. Long-Term Management and Maintenance

The State General Obligation Bond Law limits the use of bond funds to the construction, acquisition, and long-term improvement of capital assets that have an expected useful life of at least 15 years (Gov. Code, § 16727(a)). For implementation projects, the Grantee is required to ensure that the project is maintained in conformance with the terms of this Grant Agreement for at least 15 years and preferably for 25 years beyond the end of the Funding Term, and as provided in the grant proposal and attached here in EXHIBIT B: LONG-TERM MANAGEMENT AND MAINTENANCE.

H. Site Access/Land Tenure

If, to complete this Agreement, the Grantee proposes to use a project site not owned by the Grantee, proof of permission to access the site must be provided to the Grantor prior to the start of work on the site.

I. California Environmental Quality Act (CEQA)

The project is exempt under CEQA.

J. Delta Plan Consistency

If the project is a covered action pursuant to the Delta Plan, the Grantor will not disburse construction, improvement, or acquisition funds until the project is certified as consistent with the Delta Plan. The certification filed with the Delta Stewardship Council must allow 30 days from filing the certification with no valid appeals in order to be consistent with the Delta Plan.

K. Other Regulatory Compliance

The Grantee will ensure that all permits, licenses, and certifications necessary to implement the project have been secured prior to construction, improvement, or acquisition of a capital asset. As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et seq. (Professional Engineers Act) or section 7800 et seq. (Geologists and Geophysicists Act). The Grantee is solely responsible for ensuring that the project meets all legal requirements. The Grantor will not issue construction, improvement, or acquisition funds until all permits are approved. The following permits will be secured prior to construction, improvement, or acquisition of a capital asset:

- Not Applicable

L. Equipment Purchases

The Grantor may purchase equipment under this Agreement only if specified in the budget tables in SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS and equipment will

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only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project. Equipment includes nonexpendable, tangible personal property having a useful life of more than one (1) year and an approximate unit price of $5,000 or more, as well as theft-sensitive items of equipment costing less than $5,000 (such as electronics). All equipment purchased or built by the Grantee is owned by the Grantee during the Funding Term. The Grantee is required to provide documentation that the equipment costs are fair and reasonable and maintain accountability for all property purchased and to keep, and make available to the Grantor, adequate and appropriate records of all equipment purchased with grant funds.

The Grantor may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Grantee's invoice to the Grantor, or require the Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Grantor with no expense to the Grantor. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual (SAM), § 8643).

i. Equipment Records

The Grantee shall maintain an inventory record for each piece of equipment purchased with funds provided under the terms of this Agreement. At a minimum, the inventory record of each piece of equipment shall include:

- **a.** The date acquired.
- **b.** The cost of the equipment, including the cost of any necessary accessories and all incidental costs incurred to put the asset into place and ready for its intended use.
- **c.** A serial number.
- **d.** The model identification number (on purchased equipment).
- **e.** Any other information or description of the equipment.
- **f.** Identification of the grant program and Grant Agreement number under which the equipment is acquired.
- **g.** The location, use, and condition of the equipment.
- **h.** Any ultimate disposition information including date of disposal and sale price of the equipment.

ii. Disposition of Equipment

If the fair market value of equipment purchased with grant funds is $5,000 or more per item at the Funding End Date of this Grant Agreement or if the equipment is theft-sensitive, the use and management of the equipment after the funding term is subject to approval by the Grantor. Title may be retained by the Grantee or Grantor upon end of the Funding Term; final disposition will be determined and approved by the Grantor. The Grantee agrees to promptly initiate arrangements to account for and return said equipment if required by Grantor.

- **a.** A request for disposition of equipment shall be submitted in writing to the Grantor for approval, not less than 90 calendar days prior to the Funding End Date. The request shall include:

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- The current fair market value of each piece of equipment purchased with grant funds.
- A description of the proposed disposition.

b. Requests shall be approved or denied, or an alternate disposition offered, by the Grantor no later than 60 business days from the date the request for disposition is received.

Should this Agreement be cancelled for any reason, any equipment purchased with grant funds may be retained by the Grantee or Grantor, at the Grantor's sole discretion. The Grantee agrees to promptly initiate arrangements to account for and return said equipment if required by Grantor.

M. Equipment Rental

The Grantor funds may be used to rent equipment. All rental equipment expenses shall be identified in the budget tables in SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS. The Grantee must provide documentation that the equipment costs are fair and reasonable. Equipment may be rented for this project's use only, and equipment rental agreement(s) shall be provided to the Grantor with any invoices for reimbursement of expenses. The Grantor is not responsible for loss or damage to rented equipment.

N. Recognition and Signage

The Grantee shall inform the public that the project received funds through the Sacramento-San Joaquin Delta Conservancy and from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) (PRC, § 80110(b)). The Grantee shall include appropriate acknowledgement of credit when using any data and/or information developed under this Agreement (e.g., on signs, websites, press or promotional materials, advertisements, publications, exhibits, posters, reports, or presentations prepared or approved by the Grantee). The Grantee shall notify the Grantor at least ten (10) working days prior to any public event or media feature publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by Grantor representatives.

For implementation projects, the Grantee shall post signs at the project site informing the public that the project received funds through the Sacramento-San Joaquin Delta Conservancy from the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018. The size, location, number of signs and draft design shall be approved by the grantor. Required signage must be in place when physical work starts at the project site.

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6. KEY CONTACTS

The Project Officials during the term of this Agreement are:

Sacramento-San Joaquin Delta Conservancy:	**City of Pittsburg:**
Name: Martha Ozonoff, Grant Manager **Address:** 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 **Phone:** (916) 375-2088 **Email:** contact@deltaconservancy.ca.gov	**Name:** Sara Bellafronte, Administrative Analyst **Address:** 65 Civic Ave Pittsburg, CA 94565 **Phone:** 925-252-4109 **Email:** sbellafronte@ci.pittsburg.ca.us

Direct all administrative inquiries:

Sacramento-San Joaquin Delta Conservancy:	**City of Pittsburg:**
Name: Grant and Contract Analyst **Address:** 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 **Phone:** (916) 375-2084 **Email:** contact@deltaconservancy.ca.gov	**Name:** Sara Bellafronte **Address:** 65 Civic Ave Pittsburg, CA 94565 **Phone:** 925-252-4109 **Email:** sbellafronte@ci.pittsburg.ca.us

Either party may change the point of contact at any time by providing ten (10) days' advance written notice to the other party.

7. REPORTS

A. Report Schedule

The following reports must be submitted to the Grant Manager in accordance with the Scope of Work and all other terms and conditions of this Agreement.

Report Description	**Period Covered**	**Date Due**
First Quarter Progress Report	January 1-March 31	Between May 6-10
Second Quarter Progress Report	April 1-June 30	Between August 6-10
Third Quarter Progress Report	July 1-September 30	Between November 6-10
Fourth Quarter Progress Report	October 1-December 31	Between February 6-10
Annual Progress Report	January 1-December 31	Between February 6-10 through the Funding Term
Draft Final Report	Effective Start Date-Funding End Date	30 days prior to Funding End Date
Final Report	Effective Start Date-Funding End Date	60 days post Funding End Date
Annual Status Report	January 1-December 31	Between February 6-10 from the end of the Funding Term through the Grant End Date

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Either party may change the point of contact at any time by providing ten (10) days' advance written notice to the other party.

B. Progress Reports

The Grantee ensures that the Agreement requirements are met by submitting Quarterly and Annual Progress Reports to the Grant Manager. Reporting is required even if no grant-related activities occurred during the reporting period. The Grantee shall document all activities and expenditures in Progress Reports, including work performed by subcontractors. Reports must use the template provided by the Grantor. The current Progress Report template can be found on the Grantor's website: http://deltaconservancy.ca.gov/proposition-68/. Reports must be submitted electronically to the Grant Manager and to the following emails: prop68grants@deltaconservancy.ca.gov and contact@deltaconservancy.ca.gov. Grantor will not accept reports submitted through the mail.

i. Quarterly Progress Reports

The Quarterly Progress Report shall directly address tasks, timelines, deliverables, and associated costs as scheduled in Boat Launch Facility and Central Harbor Park Upgrade Planning

SECTION I: SCOPE OF WORK and SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS; deliverables should be included as attachments to the report. The Grantee must document steps taken in soliciting and awarding subcontracts and submit the documentation to the Grantor for review and shall document all subcontractor activities in the Quarterly Progress Report. The description of activities shall be in sufficient detail to provide a basis for payment of invoices. The Grantor reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month. The last Quarterly Progress Report is due at the time of the Final Report.

ii. Annual Progress Report

At the end of each calendar year of the Funding Term of this Agreement, the Grantee shall submit an Annual Progress Report, in the template provided by the Grantor, as a supplement to the Fourth Quarter Progress Report. The Annual Progress Report will include information on progress made during that calendar year and plans for the next calendar year. The last Annual Progress Report is due at the time of the Final Report. The Annual Progress Report shall not replace any Quarterly Progress Reports, except when the last Quarterly Progress Report and last Annual Progress report cover identical dates and the Grantee has received prior approval from the Grant Manager. The current Annual Progress Report template can be found on the Grantor's website: http://deltaconservancy.ca.gov/proposition-68.

C. Final Report

The Grantee must submit a Draft Final Report to the Grant Manager for review and approval no less than 30 days prior to the Funding End Date. The Draft Final Report shall use the

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Grantor's report template and will summarize the life of the Grant Agreement and describe the results of the work and of the project. Following any comments from the Grant Manager, the Grantee shall submit the revised Final Report for review and approval within 60 days after the Funding End Date. The current Final Report template can be found on the Grantor's website: http://deltaconservancy.ca.gov/proposition-68/.

D. Annual Status Report

For implementation projects, until the Grant End Date, the Grantee is required to submit Annual Status Reports between February 6 and 10 which cover the preceding calendar year using the template provided by the Grantor. Annual Status Reports must provide updates regarding site ownership and condition; ongoing management, maintenance, and monitoring activities; monitoring data; progress toward achieving outcomes and objectives; communication of challenges, findings, conclusions, and/or lessons learned. The current Annual Status Report template can be found on the Grantor's website: http://deltaconservancy.ca.gov/proposition-68.

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SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAIL

A. Budget

The Grantee agrees to perform and complete the work described in Boat Launch Facility and Central Harbor Park Upgrade Planning

SECTION I: SCOPE OF WORK within the budget specified below for a total budget not to exceed **$172,155.00.**

There are no Indirect Costs included in this budget.

Indirect Costs must be charged as a percentage of direct expenses and claimed at the same time as the applicable direct expenses. Indirect Costs must benefit the project, are subject to audit, and must be documented by the Grantee. If Indirect Costs are included in the Line Item Budget by Budget Category table, the Grantor will reimburse the Grantee for allowable indirect expenses up to the amount equal to the Grantee's actual indirect rate as stated above, or 20 percent of the Personnel Services and Operating Expenses (General) cost categories, whichever is less. If Grantee's indirect rate changes, the Grantee shall notify Grantor of the change. Changes to the Grantee's approved Indirect Cost Allocation Plan must be submitted to the Grantor and are subject to Grantor approval.

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Line Item Budget by Budget Category	
A. Personnel Services and Travel	Total
Subtotal A. Personnel Services and Travel	**$ 26,534**
B. Operating Expenses (General)	
Supplies – N/A	$ 0
Permits & Fees – N/A	$ 0
Subtotal B. Operating Expenses (G)	**$ 0**
C. Operating Expenses (Subcontractor(s))	
Subcontractor(s)	$ 145,621
Subtotal C. Operating Expenses (Subcontractors)	**$ 145,621**
D. Operating Expenses (Equipment)	
See General Grant Provisions for definitions of electronic and purchased equipment definitions.	
Equipment – N/A	$ 0
Subtotal D. Operating Expenses (Equipment)	**$ 0**
E. Acquisition Costs	
Acquisition – N/A	$ 0
Subtotal E. Acquisitions	**$ 0**
F. TOTAL DIRECT COSTS	
F. TOTAL DIRECT COSTS (Sum of A-E)	**$ 172,155**
G. INDIRECT COSTS	
Indirect Cost A. Personnel Services – N/A	$ 0
Indirect Cost B. Operating Expenses (General) – N/A	$ 0
G. TOTAL INDIRECT COSTS	**$ 0**
GRAND TOTAL (Sum of F and G):	**$ 172,155**

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Cost Share and State Leveraged Funds by Source

Source of Funds - Non-State	Cash	In-Kind	Total
Grantee	$ 0	$ 10,000	$ 10,000
Subtotal Cost Share	**$ 0**	**$ 10,000**	**$ 10,000**
Source of Funds - State	**Cash**	**In-Kind**	**Total**
N/A	$ 0	$ 0	$ 0
Subtotal State Leveraged Funds	**$ 0**	**$ 0**	**$ 0**
Total Cost Share & State Leveraged Funds	**$ 0**	**$ 0**	**$ 10,000**

The Grantee may not transfer grant funds between or among budget line items without written approval from the Grantor as specified in Section II.B. Budget Modifications.

B. Budget Modifications

Budget revisions that modify line items but remain within the grant amount and do not alter the Scope of Work are permitted in certain circumstances. Subject to the prior review and approval of the Grant Manager, line item shifts of up to $25,000 or 10 percent of the Agreement total, whichever is less, are permitted. The process to make such a change is as follows.

i. The Grantee submits a written request for budget modification to the Grant Manager, explains the need for change(s), and specifically identifies item(s) to be reduced or increased.

ii. The Grant Manager approves or denies such changes in writing prior to implementation. The Grantor shall have 30 calendar days from receipt of the request to approve or deny the request for the exchange of funds between line items.

Any budget change not meeting the above conditions, including the addition of new line items, shall be by formal Agreement Amendment pursuant to Section III.2. Notwithstanding the above provisions, the Grantor may, within its discretion, proceed with a formal Amendment to this Agreement for any budget revisions.

2. INVOICING AND PAYMENT

For tasks satisfactorily rendered, in accordance with the terms and conditions of this Agreement, and upon receipt and approval of itemized invoice(s), the Grantor agrees to reimburse Grantee for actual expenditures, no more frequently than quarterly in arrears, in accordance with the dollar amounts specified in the Line Item Budget by Budget Category above. The Grantor will only reimburse for expenses incurred from Agreement execution through the Funding End Date of the Agreement. The Grantee will use the invoice template provided by the Grantor.

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A. Invoice Submission Process

i. All invoices except final invoices must be properly submitted for payment between the sixth and the tenth of the second month following the end of the calendar quarter in which the costs were incurred, as specified in the schedule below.

Invoice	Period Covered	Date Due
First Quarter Invoice	January 1-March 31	Between May 6-10
Second Quarter Invoice	April 1-June 30	Between August 6-10
Third Quarter Invoice	July 1-September 30	Between November 6-10
Fourth Quarter Invoice	October 1-December 31	Between February 6-10

For submission of final invoices, unless the Grant Manager agrees to a later or alternate deadline in writing, a final invoice shall be submitted for payment no more than 60 calendar days following the Funding End Date or termination date of this Agreement, whichever occurs first. The final invoice must be clearly marked "FINAL INVOICE" and "Grantee's Release" (EXHIBIT E

GRANTEE'S RELEASE) must be attached, thus indicating that all payment obligations of the Grantor under this Agreement have ceased and that no further payments are due or outstanding.

The Grantor may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written Grantor approval of an alternate final invoice submission deadline. Such written Grantor approval shall be obtained from the Grant Manager prior to the Funding End Date of this Agreement.

ii. In addition to the information provided in the invoice template, invoices must also include the following information.
- **a.** Copies of receipts, Grantee timesheets, and other supporting documentation of actual Grantee-paid expenses.
- **b.** Subcontractor invoices for any subcontractor expenses being billed to the grant and documentation that provides proof of Grantee's payment to subcontractor(s).

iii. Before equipment purchases made by the Grantee are reimbursed by the Grantor, the Grantee shall submit receipts showing payment by the Grantee and a copy of the Grantee's inventory record, as specified in Section L Equipment Purchases. Said paid receipts shall be attached to the Grantee's invoice(s).

iv. Invoices must be submitted electronically to the Grant Manager and to the following emails: prop68grants@deltaconservancy.ca.gov and contact@deltaconservancy.ca.gov. Improperly submitted invoices may be rejected in whole or in part. The Grantor will not accept invoices submitted through the mail.

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v. Invoices will only be approved for payment after the Grant Manager has reviewed the Progress Report submitted by the Grantee and determined that the work was completed satisfactorily for payment. Invoices that are not approved will be disputed, short-paid, or rejected depending on Grantor assessment.

vi. If there is cost share involved with the project, the Grantee must provide a budget summary of cost share expenditures by fund source. Cost share expenditure information must be provided quarterly with the quarterly invoice and progress reports. Cost share funds must be spent between the start of the Funding Term and the end of the Funding Term to qualify as fulfilling the Grantee's cost share obligations.

vii. Grantee will not be reimbursed if any of the following conditions occur.

- **a.** The Grantee has been non-responsive or does not meet the conditions outlined in the Grant Agreement.
- **b.** The project has received alternative funding from other sources that duplicates the portion of work or costs funded by a Conservancy grant.
- **c.** The project has changed and is no longer eligible for funding.
- **d.** The Grantee requests to end the project; however, any costs incurred up to the requested end date may be reimbursed.

B. Travel Expenses

Reimbursement rates for travel shall not exceed the amounts identified by CalHR state rates in effect at the time of travel, see www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. No travel outside the State of California by Grantee shall be reimbursed unless there is prior written authorization obtained from the Grantor.

3. REVIEWS

The Grantor reserves the right to review service levels and billing procedures such as timesheets or other supporting documentation as these impact charges against this Agreement. It is the responsibility of the Grantee to comply with all of the Grantee's internal organizational protocols and to maintain financial records related to all expenses related to this Agreement (noted in SECTION III: GENERAL TERMS AND CONDITIONS Item 4. Audit)

4. RECOVERY OF OVERPAYMENT

The Grantee agrees that claims based upon findings from an audit of the Agreement (see in SECTION III: GENERAL TERMS AND CONDITIONS Item 4. Audit) and/or audit findings that are appealed and upheld will be recovered by the State government by one of the following options.

A. Grantee's remittance to the State of the full amount of the overpayment within 30 days following the State's request for repayment.

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B. A repayment schedule, which is agreeable in writing to both the Grantor and the Grantee.

The State reserves the right to select which option will be enforced and the Grantee will be notified by the State in writing of the option to be utilized.

If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

5. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to Grantee to reflect the reduced amount.

C. If funding for any fiscal year is not obligated by the Grantor, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to the Grantee to reflect the reduced amount.

6. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927. Time specified for prompt payment in Government Code Chapter 4.5, section 927.4 commences upon proper submission of a complete and undisputed invoice.

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SECTION III: GENERAL TERMS AND CONDITIONS

1. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved by the Grantor. The Grantee may not commence performance until such approval has been obtained.

2. AMENDMENT

No Amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. To request an Amendment, the Grantee must submit a formal, justified Amendment request in writing to the Grant Manager.

3. ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Grantor in the form of a formal written Amendment.

4. AUDIT

The Grantee agrees that the awarding department, the Department of General Services, the Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (Gov. Code, § 8546.7; Pub. Contract Code, § 10115 et seq.; Cal. Code Regs. tit. 2, § 1896).

5. INDEMNIFICATION

The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee, its subcontractors, supplies laborers, and any other person, firm or corporation furnishing services on behalf of the Grantee in the performance of this Agreement.

6. DISPUTES

Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall

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be submitted to the Grant Manager in writing within ten (10) days of discovery of the problem. The Grantee and the Grantor Executive Officer or Executive Officer's designee will then attempt to negotiate a resolution of the claim, if appropriate, and process an Amendment to this Agreement to implement the terms of any such resolution. If the Grantee and the Grantor are unable to resolve the dispute, the decision of the Executive Officer or Executive Officer's designee will be final, unless appealed to a court of competent jurisdiction. The Grantee will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this Agreement will prevail over any other language.

All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue.

7. TERMINATION FOR CAUSE

The Grantor may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. If the Grantee fails to complete the project on time in accordance with this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the Grantor of all amounts disbursed by the Grantor under this Agreement, plus accrued interest. The Grantor may, in its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Grantor may have for breach of this Agreement.

8. TERMINATION WITHOUT CAUSE

The Grantor may terminate this Agreement without cause upon 30 days' advance written notice. The Grantee will be reimbursed, in accordance with SECTION II of the Agreement, for all reasonable and eligible expenses incurred up to the date of termination.

9. INDEPENDENT GRANTEE

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Grantor.

10. RECYCLING CERTIFICATION

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code, § 12205).

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11. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Grantee and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (Gov. Code, §§ 11135-11139.5). Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement (Cal. Code Regs., tit. 2, § 11105).

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12. GRANTEE CERTIFICATION CLAUSES

The Grantee Certification Clauses is incorporated in this Agreement (See EXHIBIT E

GRANTEE'S RELEASE). The Grantee will renew the Grantee Certification Clauses or successor documents as changes occur.

13. TIMELINESS

Time is of the essence in this Agreement.

14. STANDARD OF PROFESSIONALISM

The Grantee will conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

15. GOVERNING LAW

This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

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16. ANTITRUST CLAIMS

The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions.

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code.

ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase (Gov. Code, § 4550).

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code, § 4552).

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Gov. Code, § 4553).

D. Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code, § 4554).

17. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code.

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B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

18. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

19. PRIORITY HIRING CONSIDERATIONS

If this grant includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the grant to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

20. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS

A. If for this Grant Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved (Gov. Code, § 14841).

B. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military and Veterans Code, § 999.5(d); Gov. Code, § 14841).

21. LOSS LEADER

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code (PCC, § 10344(e)).

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22. COMPUTER SOFTWARE

Procurement of software requires prior approval by the Grant Manager. Only approved software purchases will be reimbursed.

23. COPYRIGHT

All rights in copyright works created by Grantee in the performance of work under this Agreement are the property of the Grantor. The Grantor will extend Grantee a royalty-free, nonexclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are not used for commercial purposes.

24. INTELLECTUAL PROPERTY

Grantee represents that it is the owner or authorized user of any third-party Intellectual Property used in association with this Agreement and that the Grantor is authorized to use any such third-party Intellectual Property for purposes of the project and this Agreement.

25. SUBCONTRACTING

Nothing contained in this Agreement or otherwise shall create any contractual relation between the Grantor and any subcontractor, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the Grantor for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the Grantor's obligation to make payments to the Grantee. As a result, the Grantor shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

The Grantee is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Should Grantor determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the Agreement terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, the Grantor may request substitution of the subcontractor.

The Grantee is responsible for adhering to their organization's policies for soliciting and awarding contracts and providing to the Grantor a copy of any subcontract agreements. Grantee must provide Grantor an explanation of the basis for determining the subcontractor costs to be fair and reasonable and disclose any relationship between the Grantee and any proposed subcontractor prior to using the subcontractor to provide goods or services for which the Grantee will claim cost share or reimbursement from the Grantor.

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26. LABOR CODE COMPLIANCE

Grants awarded through the Conservancy's Community and Economic Enhancement Grant Program may be subject to prevailing wage provisions of Part 7 of Division 2 of the California Labor Code (CLC), commencing with section 1720. Prevailing wages are generally required for construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. Any work performed by volunteers is not subject to prevailing wage provisions (CLC, § 1720.4). The Grantee shall pay prevailing wage to all persons employed in the performance of any part of the project if required by law to do so. Any questions of interpretation regarding the CLC should be directed to the Director of the Department of Industrial Relations (DIR), the state department having jurisdiction in these matters. For more details, please refer to the DIR website at www.dir.ca.gov.

27. FORCE MAJEURE

Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute a default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of nature such as earthquakes, floods, and other natural disasters such that performance is impossible.

28. INSURANCE REQUIREMENTS

When Grantee submits a signed Agreement to the Grantor, the Grantee shall furnish to the Grantor a certificate of insurance, stating that there is liability insurance presently in effect for the Grantee of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. The certificate of insurance will include provisions A, B, and C, in their entirety.

A. That the insurer will not cancel the insured's coverage without 30 days' prior written notice to the Grantor.

B. That the Grantor, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

C. That the Grantor will not be responsible for any premiums or assessment on the policy.

The Grantee agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement from the Effective Start Date through the Funding End Date. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Grantee agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and Grantee agrees that no work or services shall be performed prior to the giving of such approval.

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EXHIBIT A
PROJECT MAP

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BOAT LAUNCH AND CENTRAL HARBOR PARK UPGRADE PLANNING

EXHIBIT A

EXHIBIT B

LONG-TERM MANAGEMENT AND MAINTENANCE

This Exhibit is not relevant to this Grant Agreement.

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EXHIBIT C

GRANTOR RESPONSIBLE AGENCY FINDINGS BOARD RESOLUTION

This Exhibit is not relevant to this Grant Agreement.

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EXHIBIT D
DELTA PLAN COVERED ACTIONS CHECKLIST

Covered Actions Checklist

This checklist is a discretionary tool for state and local agencies to use in determining whether a plan, program, or project is a "Covered Action" (Delta Plan Chapter 2), as defined in the Delta Reform Act (Water Code section 85057.5(a)).

Note: the responsibility for making this determination rests with the State and local agencies, subject to judicial review.

Covered Action Title:

STEP 1: Determine if the plan, program, or project is exempt from the definition of a "covered action".

THE PLAN, PROGRAM OR PROJECT:

1. Is the plan, project, or program exempt from the definition of a covered action?

For specific details on what is statutorily exempt from regulation as a "covered action" refer to:

(Water Code section 85057.5 (b.)), included in (Appendix F of the Delta Plan) and (Chapter 2 of the Delta Plan)

X Yes No

If "YES", the plan, program, or project is exempt from the Council's regulatory authority – NO FURTHER STEPS REQUIRED.

If "NO", the plan, program or project is not exempt from the definition of a covered action – PROCEED TO STEP 2.

STEP 2: Determine if the plan, program, or project meets all four "Screening Criteria" listed below.

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EXHIBIT E
GRANTEE'S RELEASE

1. GRANTEE'S RELEASE

Submission of Final Invoice

Pursuant to **Grant Agreement number P6804** entered into between the Grantor and the Grantee (identified below) the Grantee does acknowledge that final payment has been requested **via invoice number(s) _____ in the amount(s) of $ and dated _____.** If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Grantee does hereby release and discharge the Conservancy, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, the Grantee acknowledges that expenses authorized for reimbursement does not guarantee final allowance of said expenses. The Grantee agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the Conservancy.

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three (3) years beyond the date of final payment unless a longer term is stated in said Agreement.

State Equipment/Property *(Applies only if equipment was purchased with or reimbursed by Agreement funds)*

Title or ownership to all equipment purchased with grant funds with a fair market value of $5,000 or more per item at the Fund End Date of this Grant Agreement, or the equipment is theft-sensitive, may be retained by the Grantee or Grantor upon end of the Funding Term; final disposition will be determined and approved by the Grantor. The Grantee agrees to promptly initiate arrangements to account for and return said equipment if required by Grantor as defined in the above referenced Agreement.

Patents / Other Issues

By signing this form, the Grantee further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of

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the provisions contained in the above referenced Agreement, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

SIGN AND DATE THIS DOCUMENT ONLY WHEN ATTACHING TO FINAL INVOICE

Grantee's Legal Name (as on Agreement):			
Grantee Authorized Signature:		Date:	
Printed Name/Title of Person Signing:			

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CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
R.E.Y. Engineers, Inc.
(design professionals)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg, a municipal corporation ("City") and R.E.Y. Engineers, Inc. a California corporation ("Consultant") (together referred to as the "Parties") as of September 21, 2021 (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on March 31, 2022 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed one hundred forty-five thousand six hundred twenty-one dollars $(145,621), as set forth in Exhibit B, attached hereto and incorporated herein for services to be

performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be

excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible

for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national

origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Amendments. The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability

between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant

agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : R.E.Y. Engineers, Inc.
905 Sutter Street, Ste 200
Folsom, CA 95630
ATTN: Garrett McLaughlin

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control To the extent there are any inconsistences between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG **CONSULTANT**

_____ _____

Garrett Evans, City Manager Jim Fisher, Principal

Attest:

_____
Alice Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1 Kick-off Meeting

Within one week of project commencement, consultant will meet via conference call with City staff to kick-off the project and discuss the following:

- Expectations for schedule, including key milestones and deliverables;
- Requirements for project's grant funding sources;
- Finalize Work Plan, including scope of work, budget, and schedule, if necessary;
- Discuss methods for separation of Central Harbor Park and Boat Launch Facility work;
- Data request for relevant background documents; and
- Discuss City expectations for final design documents to be utilized for construction

2 Deliverables

Consultant to prepare Construction Contract Documents; Plans and Specifications

3 Project Administration and Coordination

Task Orders will be executed for the following phases:

- Design
- Bidding
- Construction

Consultant shall communicate weekly (or more frequently) with City staff, as needed, to ensure they are able to meet established budgets, schedules, and milestones. Communication methods and personnel will be established in the kickoff meeting. In addition consultant shall attend any public meetings required for project approval. As needed, consultant shall develop meeting flyers or supplemental documents for the meeting Item.

4 Project Components

- Two public restrooms: With oversite from granting agencies, the City has selected prefabricated restrooms for installation at both the BLF and CHP

sites. Consultant will be responsible for integrating these restrooms into the overall project design.

- Two parking lots (approximately 75,000 sf total): Consultant will be responsible for designing parking lot resealing and restriping for optimum flow of traffic through the parking lots

- Paths of travel (approximately 0.5 miles): Consultant will design all paths of travel to meet ADA standards

- Landscaping: Consultant will incorporate drought tolerant and native plants in miscellaneous landscape areas. Landscaping design shall also strategically deter vagrants and illegal activities by the public.

- Portable law enforcement station: With oversite from granting agencies, the City has selected a prefabricated portable office that the Consultant will be responsible for integrating into the overall project design.

- A fish cleaning station: With oversite from granting agencies, the City has selected a prefabricated fish cleaning station that the Consultant will be responsible for integrating into the overall project design.

- A play structure: Consultant will be responsible for selecting and/or designing a play structure for placement at Central Harbor Park with oversite from granting agencies and City staff. Consultant will be responsible for integrating this element into the overall project design.

- Viewing benches and picnic tables: Consultant will be responsible for selecting and/or designing picnic tables and viewing benches for placement at Central Harbor Park with oversite from granting agencies and City staff. Consultant will be responsible for integrating these elements into the overall project design.

- Educational signage: Consultant will be responsible for selecting and/or designing educational signage at Central Harbor Park with oversite from granting agencies and City staff. Consultant will be responsible for integrating these elements into the overall project design.

- Utility upgrades (sewer, water, electricity) as needed: Consultant will be responsible for determining existing and required utilities for project components.

5 Budget Tracking and Invoicing

This project is funded by various government agencies. Billing and invoicing must detail the dollars spent per activity per site (Boat Launch Facility and Central Harbor Park).

EXHIBIT B

COMPENSATION SCHEDULE

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	TASK DESCRIPTION	Assistant Engineer - IV	Associate Engineer - IV	Principal Engineer - II	2-Person Survey Crew	Assistant Surveyor V	Senior Tech III	Principal Surveyor - I	Hours		Total Cost
1	Project Kick-off Meeting		2	2					4		$1,746
2	Project Management, Meetings and Coordination		64	13					77		$22,356
3	Topographic and Existing Utility Mapping	6	2		24	34	48	8	122		$29,458
4	Preliminary Design (35% Submittal)	80	30	3					113		$31,954
5	PS and E (65%)	80	32	3					115		$33,068
6	PS and E (90%)	60	20	2					82		$27,039
	TOTAL HOURS	226	150	23	24	34	48	8	513		
	TOTAL DOLLARS										$145,621

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

2784982.1

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Amendment to the Agreement with De Novo Planning Group for the City's Housing Element Update

MEETING DATE: September 20, 2021

EXECUTIVE SUMMARY

The First Amendment to the Agreement with DeNovo Planning Group is to increase the compensation for additional planning services to update the City's Housing Element in connection with its ongoing effort to update the City's General Plan.

FISCAL IMPACT

If approved, the First Amendment would add to the scope of work and increase the compensation under the current contract by $99,605, an amount that will be fully funded by the City's $300,000 LEAP grant. The new total compensation under the agreement will be $651,485.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to execute the First Amendment to the Agreement with DeNovo Planning Group for the City's Housing Element.

BACKGROUND

On November 19, 2018, after completing a competitive process comparing proposals from planning firms, the City Council approved Resolution 18-13562 approving an agreement with De Novo Planning Group for preparation of the Pittsburg General Plan Update and Environmental Impact Report. The amount of the agreement is $551,880.

On June 15, 2020, the City Council approved Resolution 20-13792 to authorize an application and accept a $300,000 grant from the Local Early Action Planning (LEAP) Support Program for three projects to improve housing review/approval processes and facilitate implementation of the 6th cycle Regional Housing Needs Allocation (RHNA).

The projects included a technology update for permit reviews, updates to the Railroad Avenue Specific Plan and Pittsburg-Bay Point specific plans to align with BART guidelines for transit-oriented development, and an update to the City's Housing Element.

City staff received a proposal from DeNovo to extend their current scope of work to include the Housing Element Update project as proposed in the LEAP grant application. The proposal is attached to this report.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

The California Department of Housing and Community Development determines the total number of new homes the Bay area needs to build, and how affordable those homes need to be, in order to meet the housing needs of people at all income levels.

On May 20, 2021, the Association of Bay Area Governments distributed a share of the region's housing need to each city and county. Cities then update their respective Housing Elements to provide implementation strategies to meet the RHNA goals within an eight-year cycle.

This process coincides with the City's current General Plan Update effort, Envision Pittsburg, which is currently underway. Updating the Housing Element will include identification of eligible residential sites, a housing needs assessment, market analysis report, environmental review, and community outreach process in addition to drafting the new Housing Element policy document.

DeNovo is currently providing satisfactory services with Envision Pittsburg, and this work overlaps what is needed for an update to the Housing Element. For this reason, staff recommends amending the City's current agreement to include this addition to the current Scope of Work.

There are sufficient funds in the LEAP grant for this additional expense.

ATTACHMENTS: Resolution
First Amendment to the Agreement with DeNovo Planning Group
Consultant Agreement

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute a First Amendment to the Agreement with De Novo Planning Group to Include Housing Element Update	))))	RESOLUTION NO. 21-

WHEREAS, the City is required to update the Housing Element of its General Plan to reflect the Regional Housing Needs Allocation (RHNA) for 2023-2031; and

WHEREAS, on November 19, 2018, after completing a competitive process and Request for Proposals, the City Council approved Resolution 18-13562 authorizing a $551,880 Consulting Services Agreement ("Agreement") with De Novo Planning Group for the Pittsburg General Plan Update, now known as "Envision Pittsburg"; and

WHEREAS, On June 15, 2020, the City Council approved Resolution 20-13792 to accept a grant from the Local Early Action Planning (LEAP) Support Program to various planning projects, including an update to the City's Housing Element; and

WHEREAS, De Novo Planning Group has submitted a proposal for services related to the update of the City's Housing Element, in the amount of $99,605, including tasks similar to its services for Envision Pittsburg, and staff seeks to amend the Agreement to expand the scope of services to include the Housing Element update and increase the compensation accordingly; and

WHEREAS, amending the Agreement with De Novo Planning Group will facilitate the City's update of the Housing Element, including strategies to implement the RHNA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the First Amendment to the Agreement with De Novo Planning Group.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of September, 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
DE NOVO PLANNING GROUP FOR PREPARATION OF THE
GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT

This First Amendment to the Principal Agreement made and entered into on November 19, 2018, hereafter referred to as "Agreement", between De Novo Planning Group, therein referred to as "Consultant", and the City of Pittsburg, a municipal corporation, therein referred to as "City", is made and entered into on this 21st day of September, 2021.

WHEREAS, on November 19, 2018, the parties entered into an Agreement for planning services related to preparation of the General Plan Update; and

WHEREAS, the parties desire to add services and compensation for planning services related to an update to the Housing Element consistent with the City of Pittsburg Housing Element Update (6th Cycle Regional Housing Needs Allocation 2023-2031).

THEREFORE, the Consultant and City do mutually agree as follows:

1. Services. Paragraph 1 of Section 1 of Agreement is hereby amended to read as follows:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A and Exhibit A-2, and incorporated herein, at the time and place and in the manner specified therein.

2. Term of Services. Section 1.1 of the Agreement is hereby amended to read as follows:

The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023, or the date the Consultant completes the services specified in Exhibit A and Exhibit A-2, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

3. Compensation. Paragraph 1 of Section 2 of the Agreement is hereby amended to read as follows:

City hereby agrees to pay Consultant a sum not to exceed Six Hundred Fifty-One Thousand Four Hundred and Eighty-Five Dollars ($651,485), as set forth in Exhibit B and Exhibit B-2, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. These dollar amounts are not a guarantee that the City will pay that full amount(s) to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

4. Exhibits. The Agreement is hereby amended to add the following exhibits:

Exhibit A-2 Housing Element Scope of Work
Exhibit B-2 Housing Element Budget

5. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and DeNovo Planning Group shall perform all duties, obligations and conditions required under the Agreement.

6. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

7. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

8. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

9. Authority. The person signing this First Amendment for De Novo Planning Group hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of De Novo Planning Group.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

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Consultant:

DE NOVO PLANNING GROUP, a California Limited Liability Corporation

By: _____

Beth Thompson, Principal

CITY:

CITY OF PITTSBURG, a municipal corporation of the State of California

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

Exhibit A-2

Housing Element Scope of Work

The Housing Element Update will be developed to meet the City's needs and priorities and to address the requirements of State law, including recent changes regarding the analysis of sites and zoning-related requirements for housing entitlements. This Scope of Work includes all tasks necessary to prepare the Update and process it through HCD and includes a Community Engagement component to assist the City in meeting State requirements for public participation.

TASK 1 PROJECT KICKOFF

Within one week of receipt of Notice to Proceed from the City, the De Novo team will schedule a kickoff meeting with City staff to discuss refinements to the scope of services and schedule. The schedule will address all major stages of the project, including:

- Identification of milestones, meetings and workshops, and deliverables;
- Public outreach approach, including timing of workshops, meetings, and hearings;
- Delivery of findings and analysis during development of the housing needs data;
- City staff review periods for each deliverable;
- Opportunities to streamline HCD review;
- Response to HCD review; and
- Planning Commission and City Council hearings.

Deliverable:

Project Schedule

TASK 2 PROJECT MANAGEMENT

De Novo will facilitate regular progress meetings with City staff via conference call or Zoom to ensure that the project is on time, on budget, and that any issues are quickly resolved.

Throughout the project, De Novo will coordinate with City staff to ensure that the project remains on schedule and within budget. De Novo will regularly coordinate with staff, including via calls and emails, to communicate status of deliverables and budget, progress, and any information needed from City staff.

Deliverable:

Monthly email updates with a list of action items (electronic only)

TASK 3 COMMUNITY OUTREACH AND PARTICIPATION

Focused and meaningful community engagement is an important part of the Housing Element Update process. Government Code (GC) Section 65583(c)(7) requires: "The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element..." Moreover, the topic of "housing" is one that impacts everyone that lives or works in Pittsburg and the Housing Element Update must acknowledge the community's input and find creative ways to reflect the community's vision as it meets its housing obligations. To this end, we propose a strategic community engagement process in conjunction with City staff that seeks to connect with the community and provide an opportunity for all economic segments of the community to be involved in the Housing Element Update. The community input from the Housing Workshops and Survey will be reflected in the Administrative Draft Housing Element.

For each meeting, De Novo will prepare meeting materials, including a powerpoint presentation and any necessary exhibits, and will attend meetings prepared to address comments and questions on the Housing Element Update.

Task 3.1 Housing Virtual Workshop and On-Line Survey

De Novo will plan and provide one Virtual Housing Workshop for the public. City residents, property owners, business members, and key stakeholders will be invited to participate. The Workshop will include one live (remote or in-person) workshop as well as a recorded workshop so community members may participate at their

convenience. The Workshop will provide an overview of State requirements for Housing Elements, meaningful City demographics, Pittsburg's RHNA, and the Housing Elements contents and framework. Workshop participants will be invited to identify housing priorities and concerns, and will also be invited to take an on-line survey

The on-line survey is anticipated to include questions targeted to identify housing needs and priorities, special needs and fair housing issues. The activities will be based on our review of existing conditions, including the available sites inventory.

We anticipate that the workshop video and the survey will be hosted on the Envision Pittsburg website for a minimum 30-day period to provide residents, stakeholders, and interested parties more than adequate time to view the presentation and go through the survey questions and activities.

The Workshop and survey will be provided in both English and Spanish, to ensure that the virtual workshop is accessible to a broad spectrum of the community. This anticipates that the City's Zoom service accommodates multiple channels for bilingual meetings for the Planning Commission hearing. We will coordinate with service providers to advertise the workshop via their on-site locations and web pages to increase awareness and participation.

Task 3.2 Open House
Upon completion of the Draft Housing Element, we will present the Housing Element to the community at an open house. The open house can be conducted in-person, if consistent with public safety measures that are in effect at the time of the Open House, or via a virtual on-line meeting (e.g., Zoom or similar). At this time the public can provide comments on the Draft Housing Element which will be summarized and addressed in the Adoption Draft Housing Element.

Task 3.3 Stakeholder Survey and Interviews
We will create an on-line survey that will be advertised and available concurrently with the Housing Workshops to allow stakeholders an opportunity to provide feedback on housing priorities. The survey will be posted early-on in the process and be focused on priorities and needs of special needs, disadvantaged, and at-risk populations, as well as the general needs of the community, identification of barriers or constraints to housing production or access in Pittsburg, and recommended programs or policies to address the community's specific housing needs.

Task 3.4 Study Session and Adoption Hearings
Upon completion of the Draft Housing Element, we will also present the Housing Element to the Planning Commission at a study session or as an informational item. At this time the public can provide comments on the Draft Housing Element which will be summarized and addressed in the Adoption Draft Housing Element.

The Adoption Draft Housing Element will address public, HCD, and decision-maker comments and will be presented to the Planning Commission and City Council for consideration and adoption. De Novo anticipates that up to three (3) public hearings will be held for review and adoption of the Housing Element.

Deliverables:

- Draft and Final Online Survey (electronic copy)
- Draft and Final Virtual Workshop Presentation (electronic copy)
- Draft and Final Open House Presentation (electronic copy)
- Draft and Final Stakeholder Survey (electronic copy)
- Interview summary memo (electronic copy)
- Draft and Final Study Session Presentation (electronic copy)

TASK 4 HOUSING ELEMENT

De Novo is committed to providing the City with a useful and understandable Housing Element Update that embodies the goals and priorities of the City and is consistent with State requirements (GC Section 65583[a]).

Task 4.1 Administrative Draft Housing Element
Preparation of the Administrative Draft Housing Element will include the following sections.

Introduction

The Housing Element will include an introductory chapter that provides an overview of the Housing Element update process, housing issues facing the City, the City's housing needs, available sites and resources, and the goals of the Housing Element.

Effectiveness of Current Housing Element

De Novo will review and evaluate the current Housing Element, General Plan, annual progress reports, and other supporting materials and will review the City's implementation of the current Housing Element, including progress made on the goals, policies, and programs in the current Housing Element, and the City's progress toward the 5th cycle RHNA. Based on the effectiveness of the existing document, input from public, and communication with City staff, we will identify successful policies and programs that should be retained as well as those that should be revised or replaced. This section will include a narrative that discusses the: (1) actual results of the current Element compared to its goals, policies, and implementation measures; (2) significant differences between objectives and actual achievements, and (3) recommended revisions to the current Housing Element goals, policies, and programs.

Assessment of Housing Needs

To prepare a meaningful Housing Element, existing conditions must be understood and documented. De Novo will assess the housing needs of the City's population based on its demographic characteristics and its existing housing inventory. The needs assessment will meet the requirements of GC Section 65583(a)(1,2,7) and will be based on recent available data, including the Association of Bay Area Governments Housing Element tools and data, US Census (2010 data, 2020 data if available, and 2018/2019 American Community Survey data), California Department of Finance estimates, Employment Development Department data, Department of Developmental Services data, and Point in Time reports. This work effort will address the following:

- Population, household, and employment characteristics and trends
- Income characteristics
- Special needs groups
- Housing stock characteristics and housing conditions
- Comparison of affordability of housing to City income levels
- Assisted housing projects at-risk of conversion to market-rate
- Quantified housing needs, including the City's regional housing needs allocation and existing and projected needs for each special needs group

Fair Housing Assessment

This is a new requirement since the City's adoption of the 5th Cycle element. This section will based on the HCD's recent Affirmatively Furthering Fair Housing Guidance Memo and the State's Housing Data Viewer to identify demographic, socioeconomic, and other housing-related characteristics. The Fair Housing Assessment will include:

- A summary of fair housing issues in Pittsburg and an assessment of the City's fair housing enforcement and fair housing outreach capacity
- An analysis of available federal, state, and local data and knowledge to identify:
  - Integration and segregation patterns and trends,
  - Racially or ethnically concentrated areas of poverty,
  - Disparities in access to opportunity,
  - Disproportionate housing needs within Pittsburg, including displacement risk,
  - Factors that contribute to these fair housing issues, and
  - Policies and programs in the Housing Plan developed to address identified fair housing issues and provide equitable access to a variety of housing types in areas with higher resources and opportunity.

Inventory of Housing Sites and Resources

The Housing Element will identify available resources, including land, funding, and housing programs, available to assist in addressing the City's housing needs. We will review the City's existing inventory under the more stringent requirements of State law, which have been revised since adoption of the City's 5th Cycle Housing Element to

include specific requirements for the size of lower income sites, addressing underutilized sites, use of mixed-use sites, and demonstrating realistic capacity. If a shortfall of adequate sites is projected, the Housing Plan will include a program to ensure that adequate sites are rezoned in a timely manner to accommodate the City's needs in compliance with State law. This section will include the following required topics:

- Inventory of sites suitable for residential development
- City's capacity to accommodate its Regional Housing Needs Allocation
- Financial and other resources
- Opportunities for residential energy conservation

Housing Constraints

Constraints to upon the maintenance, improvement, or development of housing to meet the City's housing needs will be identified. This chapter will address governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, market demand, availability of land, availability of financing, etc.). De Novo will carefully review the City's General Plan policies and standards, zoning requirements, and processes to identify potential constraints to housing development, including housing for lower income households and special needs groups. De Novo will review the City's processes to identify if modifications need to be made to address recent changes to State law, including recent laws related to accessory dwelling unit standards and fee exemptions, low barrier navigation centers, supportive housing by right, and SB 35 streamlining requirements. De Novo will develop programs to reduce constraints, where appropriate and feasible.

Housing Element Policy/Implementation Plan

De Novo will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints, consistent with the requirements of GC Section 65583(b,c). This will carry forward successful goals, policies, and measures identified in the adopted Housing Element and will provide focused updates where necessary to address the requirements of State law. Revisions to the Housing Plan will be developed to address the City's housing needs while also remaining relevant to the City's character and protecting resources that are important to the City. The implementation plan will identify sustainable housing policies and programs, based on City staff, public and stakeholder input, City guidance, and the needs identified in the needs and constraints analysis. De Novo will meet with City staff to discuss the proposed revisions to the City's existing goals, policies, and programs, and De Novo will also present for discussion additional policies and strategies that fit the unique needs and character of Pittsburg.

Implementation measures will address both short-term and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation measures will identify parties responsible for implementation, a timeframe for implementation, and funding sources. Where appropriate, phasing and financing options will be identified. Implementation measures will reflect recent legislation, and will address the following issues at a minimum:

- Conserve and Improve Existing Housing Stock
- Promote Housing Opportunities for All Persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation, development of housing to meet the needs of lower- and moderate-income households
- Affirmatively Furthering Fair Housing
- Address Housing Needs of Special Needs Populations
- Preserve Assisted Housing
- Regional Housing Needs Determination and Quantified Objectives
- General Plan and Zoning Consistency
- Removal of Constraints (where appropriate and feasible)
- The Housing Plan will identify any necessary amendments to the Zoning Code, design guidelines and requirements, and other adopted local documents to achieve compliance with State law. We anticipate any needed revisions to the General Plan will be incorporated into the Envision Pittsburg effort and there will not be a need for additional or subsequent General Plan amendments.

We will review proposed policies and implementation measures for internal consistency with all elements of the City's General Plan and, if necessary, identify amendments to other General Plan elements in order to create consistency with the updated Housing Element.

Task 4.2 Draft Housing Element
Following the City's review of the Administrative Draft, we will incorporate the City's comments on the Administrative Draft Housing Element and create a Draft Housing Element for public review and the statutory 60-day HCD review period. Prior to release of the Draft Housing Element, City staff will be provided a Screencheck Draft for review to ensure all comments have been addressed. De Novo will submit the Draft Housing Element to HCD for the 60-day State review period.

Task 4.3 Adoption Draft Housing Element
During the 60-day State review period, De Novo will coordinate with HCD for the State's review of the Preliminary Housing Element. While no other State agencies are required to review the Housing Element Update, De Novo will coordinate with additional State agencies if necessary.

De Novo will coordinate closely with HCD in order to receive a letter indicating that the updated Housing Element complies with State law. Our approach to working with HCD is to be very responsive to HCD's preliminary comments and requests. HCD typically schedules a conference call with the consultant and City staff to identify concerns with the Housing Element prior to issuing its formal comment letter. We have found that by proactively discussing potential revisions during the meeting, multiple issues can be resolved and better direction is received from HCD. Following these meetings, De Novo will immediately prepare an Addenda with revised text for City and HCD staff to review and consider before the formal letter goes out. In this manner, we work to resolve issues during the review period in order to reduce the number of formal comments received from HCD and often receive review letters that indicate that the Draft Housing Element, as revised, meets the State's requirements. Upon receipt of HCD's formal comments, if there are any remaining issues identified by the State, we will prepare proposed revisions and provide them to City staff for review.

Throughout this task, De Novo will be available for in-person or Zoom meetings with HCD staff at HCD's offices and with City staff, as necessary.

Following the close of the public and HCD review period, we will revise the Draft Housing Element to address HCD's comments as well as any feedback provided by the community and decision-makers as part of the Community Open House and the workshop with decision-makers. Prior to release of the Adoption Draft Housing Element, City staff will be provided a Screencheck Draft for review to ensure all comments have been addressed.

Task 4.4 Final Housing Element (Adopted)
Following City Council adoption, we will revise the Housing Element to include any revisions directed by the Council. De Novo will update the cover page of the City's General Plan to reflect the adoption date of the Housing Element.

De Novo will prepare the transmittal memo for submission of the Final Housing Element and adopting resolution to HCD for review for certification. De Novo will provide any supporting information requested by HCD during its review. De Novo anticipates that the Final Housing Element will reflect any recommended addenda developed during Task 5 that addresses HCD's comments to ensure certification of the Housing Element. In our experience, the Final Housing Element is prepared to address all HCD comments that were provided during the 60-day State review period and typically requires minimal coordination with the State during this final step in the certification process.

Deliverables:

- One (1) electronic copy in Word and PDF of the Administrative Draft Housing Element, Screencheck Draft Housing Element, Screencheck Adoption Draft Housing Element for City staff review
- One (1) reproducible copy and one (1) electronic copy of the Draft Housing Element for the City and one (1) bound copy and one (1) electronic copy for HCD of the Draft Housing Element
- Eleven (11) bound copies, one (1) reproducible copy and one (1) electronic copy of the Adoption Draft Housing Element for review by the public, Planning Commission, and City Council

- One (1) electronic copy of the Final Housing Element for the City and one (1) bound copy and one (1) electronic copy for submission to HCD

CEQA COMPLIANCE

As part of the Envision Pittsburg General Plan Update, the De Novo team is preparing a programmtic Environmental Impact Report to address the General Plan Update. We anticipate that the General Plan Update will provide adequate sites and appropriate development standards to accommodate Pittsburg's RHNA and to encourage a variety of housing opportunities consistent with the requirements of State law. Therefore, we anticipate that the Housing Element Update will be addressed by the General Plan Environmental Impact Report and that additional review pursuant to the California Environmental Quality Act (CEQA) will not be necessary. De Novo will prepare the appropriate CEQA documentation, anticipated to be either a brief Addendum to the General Plan Environmental Impact Report or a Notice of Exemption, to demonstrate CEQA compliance.

Exhibit B-2

Housing Element Budget

TASK/ACTIVITY	Principal		Associate Planner		Assistant Planner		GIS and Graphics		TOTALS		Direct Costs	ACTIVITY TOTALS
	Hours	$160	Hours	$115	Hours	$105	Hours	$105	Hours	Fee		Fee
Task 1: Project Administration												
Task 1: Kickoff Meeting	2	$320	1	$115	0	$0	0	$0	3	$435	$0	$435
Task 1 Subtotal	*2*	*$320*	*1*	*$115*	*0*	*$0*	*0*	*$0*	*3*	*$435*	*$0*	*$435*
Task 2: Project Administration												
Task 2: Project Administration	20	$3,200	8	$920	0	$0	0	$0	28	$4,120	$0	$4,120
Task 2 Subtotal	*20*	*$3,200*	*8*	*$920*	*0*	*$0*	*0*	*$0*	*28*	*$4,120*	*$0*	*$4,120*
Task 3: Community Outreach and Participation												
Task 3.1: Housing Workshop + Survey (1)	16	$2,560	28	$3,220	40	$4,200	10	$1,050	94	$11,030	$1,500	$12,530
Task 3.2: Open House (1)	8	$1,280	16	$1,840	2	$210	2	$210	28	$3,540	$750	$4,290
Task 3.3: Stakeholder Survey (1) + Interviews (6)	10	$1,600	16	$1,840	0	$0	0	$0	26	$3,440	$0	$3,440
Task 3.4: Study Session and Public Hearings (3)	40	$6,400	20	$2,300	0	$0	0	$0	60	$8,700	$0	$8,700
Task 3 Subtotal	*74*	*$11,840*	*80*	*$9,200*	*42*	*$4,410*	*12*	*$1,260*	*208*	*$26,710*	*$2,250*	*$28,960*
Task 4: Housing Element												
Task 4.1: Administrative Draft Housing Element	118	$18,880	182	$20,930	100	$10,500	24	$2,520	424	$52,830	$0	$52,830
Review of Current Housing Element	*12*	*$1,920*	*20*	*$2,300*	*0*	*$0*	*0*	*$0*	*32*	*$4,220*	*$0*	*$4,220*
Assessment of Housing Needs	*14*	*$2,240*	*24*	*$2,760*	*24*	*$2,520*	*0*	*$0*	*62*	*$7,520*	*$0*	*$7,520*
Fair Housing Assessment	*32*	*$5,120*	*60*	*$6,900*	*40*	*$4,200*	*12*	*$1,260*	*144*	*$17,480*	*$0*	*$17,480*
Inventory of Housing Sites and Resources	*20*	*$3,200*	*24*	*$2,760*	*16*	*$1,680*	*12*	*$1,260*	*72*	*$8,900*	*$0*	*$8,900*
Constraints	*20*	*$3,200*	*30*	*$3,450*	*20*	*$2,100*	*0*	*$0*	*70*	*$8,750*	*$0*	*$8,750*
Policy/Implementation Plan	*20*	*$3,200*	*24*	*$2,760*	*0*	*$0*	*0*	*$0*	*44*	*$5,960*	*$0*	*$5,960*
Task 4.2: Public Review Draft Housing Element	12	$1,920	16	$1,840	8	$840	2	$210	38	$4,810	$115	$4,925
Task 4.3: Adoption Draft Housing Element	20	$3,200	18	$2,070	12	$1,260	2	$210	52	$6,740	$1,000	$7,740
Task 4.4: Final Housing Element (Adopted)	2	$320	4	$460	0	$0	0	$0	6	$780	$115	$895
Task 4 Subtotal	*152*	*$24,320*	*220*	*$25,300*	*120*	*$12,600*	*28*	*$2,940*	*520*	*$65,160*	*$1,230*	*$66,390*
Subtotals	246	$ 39,360	308	$ 35,420	162	$ 17,010	40	$ 4,200	756	$ 95,990	$ 3,615	$ 99,605
TOTAL FEE												$99,605

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND DE NOVO PLANNING GROUP FOR PREPARATION OF THE GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT
(design professionals)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and De Novo Planning Group ("Consultant") (together referred to as the "Parties") as of December 12, 2018 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2021 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed five-hundred fifty-one thousand, eight hundred and eighty dollars ($551,880), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **Commercial General Liability requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Subcontractors with a budget of $25,000 or more shall be allowed to meet the Commercial General Liability requirements with excess liability or umbrella liability coverage.

Subcontractors with a budget of less than $25,000 shall be maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence and $1,000,000 aggregate, provided that the subcontractor also maintains excess liability or umbrella liability coverage in an amount not less than $1,000,000.

4.2.2 **Automobile Liability requirements.** Consultant, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence for risks associated with the work contemplated by this Agreement.

4.2.3 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.4 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 **Wasting Policies.** With the exception of professional liability insurance, no policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole

option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant in performance of the services under this Agreement, except such Liability caused by the negligence or willful misconduct of City. In no event shall the cost to defend charged to consultant exceed Consultant's proportionate percentage of fault.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be been determined to apply.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination;

City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
ATTN: Beth Thompson, Principal

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistences between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Work
Exhibit B Budget

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

Garrett Evans, Acting City Manager

CONSULTANT

Beth Thompson, Principal

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK & BUDGET

PHASE 1: PROJECT INITIATION AND MANAGEMENT

Task 1.1 Kick-off Meeting and Tour

Within one week of project commencement, the De Novo team will meet with City staff to kick-off the project and discuss the following:

- City preferences for point of contact, method of communication, meeting and workshop responsibilities, project updates, etc.;
- Finalize Work Plan, including scope of work, budget, and schedule, if necessary;
- Discuss community engagement approach, including Visioning Workshops, identification of stakeholders, format for community workshops, and online presence;
- Formation of the Technical Advisory Committee (TAC);
- Expectations for schedule, including key milestones and deliverables; and
- Data request for relevant background documents (adopted documents, reports, and studies).

In order for this effort to achieve input that reflects the various City departments, we recommend representatives from the City Manager, Development Services, Public Works, and Finance departments participate in the kick-off meeting. Following the meeting, the team will take a tour of the City with City staff to discuss key issues and opportunities.

Task 1.2 City Council/Planning Commission Kick-off

At the outset of the General Plan process, a joint City Council/Planning Commission meeting will be held to introduce the General Plan Update. We suggest engaging the City Council very early in the process to establish a strong working relationship and hear from each Council member and Commissioner what they hope will be achieved as a result of the General Plan Update. This kick-off session will serve as a "General Plan 101" with a brief overview of the General Plan process, including key steps and opportunities for public involvement. We will also provide an overview of the methods we will use in the Visioning Workshops to determine community priorities and preferences.

Task 1.3 Project Administration and Coordination

As described in this proposal, our strategy includes two dedicated project managers who will be hands-on for the development of the General Plan and EIR. Our management team will attend all of the workshops and meetings, and will also author the Existing Conditions Report, Visioning Report, Land Use Alternatives Report, General Plan, and EIR documents. Our internal administration procedures include: regular check-ins with subconsultant teams, internal weekly conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant), weekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City, and establishment of a secure online file sharing site to assure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

We will closely coordinate with the City through each part of the process. Steps we take to assure timely performance include: regular project calls, monthly status reports, and a project task list that we update each month with the status of each task and deliverable, including subconsultant deliverables. This approach ensures open lines of

communication, transparency in our work effort, and accountability. We will proactively identify any issues that may arise during the process and provide staff with potential approaches to address the issues. We are committed to completing this project on schedule and within budget and will take all appropriate steps to ensure that the project is managed effectively. The De Novo project managers will be available for regular meetings with City staff, either at City Hall or via conference call, to discuss the project and address the tasks that are currently underway.

Deliverables:

Kick-off Meeting Summaries

Final Work Plan

Monthly status reports

PHASE 2: COMMUNITY ENGAGEMENT

Task 2.1 Public Participation and Project Branding Plan

In this task, the De Novo team and the City will review in detail the proposed engagement work plan to ensure that it will to meet the needs of the City and community given any new information discovered during the proposal process. We have developed our approach to provide multiple venues for community involvement, to ensure that the City residents and stakeholders feel that they have had adequate opportunity to participate in the process. This task includes one in-person meeting with Staff to review the program and make any necessary revisions to the scope or schedule. Following our meeting, we will prepare a Public Participation Program to distribute to relevant parties.

This task also includes the development of a General Plan Update brand, including Pittsburg General Plan Update logo, color scheme, document template, and style guide. We will work with the City to ensure that the project brand is distinct while representative of the City's overall style and tone. The results of the branding exercise will be documented in a branding design sheet which will be shared with all team members so that our project products are aesthetically unified.

Task 2.2 Online Presence

Social Media

De Novo will develop content for the City to post on the City's website and social media platforms to increase public interest and participation. We understand that the City and its Police Department maintain Facebook pages, a Twitter account, and e-mailing lists. There are also many active Nextdoor neighborhoods in Pittsburg, and the City can post messages to these users through an official City-sponsored account. We can also work with the City to engage the community in the General Plan Update process through the City's OpenTownHall site (engagepittsburg.com).

Project Website

De Novo will create and maintain a General Plan Update website that will provide the City and the community with regular updates regarding the status of the General Plan, identify the schedule of upcoming meetings, serve as a library of General Plan documents (including staff reports, meeting agendas and minutes, technical reports, and public review drafts), and allow the public an opportunity to participate in polls and comment on the General Plan Update process.

Online Mapping, Surveys, and Polls

We will use online mapping tools, such as ESRI Story Map, to depict key issues and opportunities identified and highlight the land use alternatives. Community surveys and polls will be made available on the General Plan Update website to encourage public input throughout the process. The surveys can be distributed via the General Plan website

and the City's social media presence, as well as hard copies provided at City Hall, and through use of survey tools at workshops and community events.

Quarterly Newsletters

The De Novo team will prepare regular digital newsletters at key project milestones that identify the status of the General Plan Update process, provide information regarding upcoming meetings, describe key issues that have been resolved and/or are being raised for discussion, and provide information on how to participate. Each newsletter will be posted on the website and be provided to the City in a format suitable for reproduction.

Task 2.3 Visioning Workshops

Three Visioning Workshops will be held to familiarize the community with the project and will focus on: 1) communicating the intent of the General Plan Update to the public and inviting public input, 2) identifying the overall vision and core values that will guide the General Plan Update, 3) identifying the community priorities, land use and design preferences of City residents and stakeholders, and 4) identify focus areas for growth, redevelopment, or potential land use changes.

The workshops will focus on: 1) communicating the intent of the project, 2) explaining the relationship between the Development Code and General Plan to the public, 3) inviting public input, and 4) identifying the residents and stakeholders' priorities and key issues to address. The workshops will include activities, questionnaires, and presentations designed to solicit input and feedback from the public and each workshop will include an activity focusing on neighborhood-specific issues.

Maps and exhibits are crucial to conceptualizing design, placemaking, and land use options. To this end, we will make extensive use of maps and exhibits to identify focus areas and general land use preferences throughout the City. The intent of these visioning workshops is to identify issues that the City needs to address, opportunities that the General Plan should pursue, specific land uses that the community wishes to attract or retain, enhancements desired by the community, and the vision for the City. Participants will be presented with handouts, maps/exhibits, and materials as needed to provide complete information and to facilitate meaningful participation. We will also provide maps showing land use constraints (manmade and natural hazards, areas prone to flooding, cultural and historic resources, etc.).

Task 2.4 Study Sessions and Briefings

City Council/Planning Commission Study Sessions

Throughout the process, it will be necessary to provide information and received feedback from the Planning Commission and City Council on a number of topics, including the Visioning, Issues, and Opportunities Workbook, Land Use Alternatives Report, and draft Goals and Policies efforts. To discuss these topics, we recommend hosting joint study sessions; at these sessions, the Planning Commission and City Council would not make any formal decisions, rather, they would provide overall confirmation of the process and express any concerns or issues that should be addressed. Our budget and schedule anticipate six study sessions with the Planning Commission and/or City Council during the process. Our team's subconsultants can be available to attend study sessions and public hearings as needed; for the purposes of the budget, TJKM and New Economics have assumed they will each attend one study session.

Briefings

In addition to the intensive study sessions and public hearings, we will also present the project to key commissions and committees to receive their input; we anticipate two meetings with the Community Advisory Commission, one meeting with the Historic Resources Commission, and up to two additional meetings with committees or commissions

at the City's direction. These meetings will serve as project updates to each body and will provide an opportunity for each commission to provide input on the goals and policies of the General Plan in their area of expertise.

Task 2.5 Community Workshops and Pop-up Events

Following completion of the Land Use Alternatives Analysis (Task 4.1), the team will host the first two community workshops. These workshops will provide an overview of the Visioning process, existing conditions, results of community surveys, and the Land Use Alternatives Report. The public will have an opportunity to provide feedback regarding the work conducted to-date, specifically the land use alternatives. Their feedback on the alternatives will be summarized and presented to City staff, Planning Commission, and City Council as these groups help to shape the preferred land use plan.

We propose that one community workshop be held during the development of goals and policies to get community feedback on the approach to important topics, such as community character, sustainability, economic development, and transportation. The community workshop will provide the public with an overview of the Draft General Plan document, highlight the "big ideas" of the General Plan, answer any questions the public may have, and take notes on the public's feedback in order to share it with Planning Commission and Council as they consider the project's approval.

Engaging the community outside of the traditional community workshop format is an important method of receiving feedback from community members that may otherwise not participate in the General Plan Update process. We will attend three community events, using a 'pop-up' approach to survey the community and solicit feedback.

Task 2.6 Stakeholder Coordination

The De Novo team will periodically consult and meet with stakeholders and technical agencies throughout the General Plan process. We will refine the list of stakeholders and agencies following the project kick-off meeting with City staff, but we anticipate meeting with the following groups, at a minimum: the Chamber of Commerce, Pittsburg Historical Society, Rotary Club, senior services providers, business and downtown associations, and the school districts. We will also coordinate with representatives from Contra Costa County Transportation Authority, Delta Diablo District, Caltrans, California Department of Fish and Wildlife, and utility providers, as necessary. We anticipate that City staff will notify Native American tribes of the opportunity to consult pursuant to SB 18 and AB 52; De Novo will participate in any requested consultation.

Deliverables:

Public Participation and Project Branding Plan (digital version)

Project Website

Town Hall, Visioning Workshop, Community Workshop, and Pop-up Event materials

City Council/Planning Commission meeting materials (digital version of meeting packets)

Community surveys and StoryMap

Social media content (digital version)

Newsletters (digital version)

PHASE 3: EXISTING CONDITIONS & VISION

Task 3.1 Due Diligence and Base Mapping

The project team is familiar with key issues and opportunities facing the City and is ready to hit the ground running upon project kick-off. This task is focused on collecting any new documents not currently within the project team's library and undertaking due diligence to prepare the entire project team to complete the project successfully.

We will also prepare a parcel-level Planning Area base map in ArcGIS which will be used by all team members for all graphics for the duration of the project. The De Novo team will work with the City's GIS staff to establish a starting point for existing conditions and will make any necessary changes to the data set(s) to reflect the latest information, and use this data as the foundation for the project's parcel-level GIS map.

Task 3.2 Existing Conditions Report

To prepare a meaningful General Plan, existing conditions and regulations must be well-understood and clearly documented. As the first major project deliverable, the Existing Conditions Report will be a valuable resource for the City Council, Planning Commission, City staff, the community, and the De Novo team to refer to as the General Plan goals and policies are developed and the Environmental Impact Report is prepared. The De Novo team has found that preparing a comprehensive Existing Conditions Report early-on in the process provides the entire team clarity on issues facing the City, and fosters a deeper level of understanding of key topics that must be addressed from multiple angles throughout the project.

While there will be a significant amount of narrative discussion included in the Existing Conditions Report, we will also make extensive use of maps, graphics, and user-friendly non-technical terms to help make it accessible to the general public. Changes in State law, such as SB 1000 (disadvantaged communities/ environmental justice), AB 32, SB 375, SB 197, SB 32, SB 379, EO B-S-3-05 (climate change adaptation), AB 1358 (Complete Streets Act), SB 743 (CEQA/VMT), SB 5 and AB 162 (flood risks), and SB 18 and AB 52 (Native American consultation and resources), that affect the General Plan will be highlighted in the appropriate sections of the report. While the final format and content will be developed in collaboration with City staff, the De Novo team expects the Report to consider the following issue areas and topics: Land Use and Growth; Circulation; Environmental Justice; Community Services and Facilities; Hazards, Safety, and Noise; Climate Change; and Conservation.

The existing conditions report will address the following issue areas and topics:

Land Use and Growth

This section will address existing land uses; current land use designations; zoning; vacant and underutilized parcels; boundaries; sphere of influence area; planning area; recent development trends and applications; relevant land use plans and policies, including any relevant growth management measures (Growth Management Element, Urban Limit Line, Measure J); adjacent land uses; and land use constraints. Identify focus areas, including the Downtown and waterfront, and summarize primary land uses and planning documents that specifically address the focus area. Demographic and social characteristics, including population, employment, and housing trends will be described.

Circulation

This section will address the existing transportation and circulation system; existing levels of multi-modal access and connectivity incorporating existing information; daily traffic volumes and capacities will be described for key corridor segments; maps of existing street network classifications, bicycle routes, transit routes, and identified gaps in the pedestrian circulation network; travel mode splits and origin/destination patterns based on available data; transit service (BART and Tri Delta Transit); parking standards and potential parking needs; map existing collision patterns to specify "hot spots" for bicycle, pedestrian and vehicle collisions; planned mobility element, including Active

Transportation Plan update improvements; and will summarize key barriers and opportunities associated with mobility, multi-modal circulation, and access.

Environmental Justice
This section will address disadvantaged communities; health and wellness; public health indicators; active lifestyle opportunities; neighborhood enhancement (vulnerable populations, asthma, obesity, diabetes, and chronic disease); healthy lifestyle determinants (local foods, healthy shopping options, number of fast food restaurants and off-site liquor retailers, medical and mental health services); and crime indicators.

Community Services and Facilities
This section will address utility services (capacity and condition, water supply and sources, planned infrastructure additions or changes, status of plans, federal, state and local regulations); public safety services (fire and law enforcement, known provision constraints); and community facilities (city-owned buildings, school districts, higher education, library facilities).

Hazards, Safety and Noise
This section will address natural and man-made hazards and public safety issues; fire risks; weather; hazardous materials; aircraft hazards; emergency response and evacuation routes; noise and vibration including noise monitoring survey results, noise exposure contours; ground vibration thresholds and existing vibration environment; and regulatory framework including local noise ordinance.

Climate Change
This section will include a climate change vulnerability assessment, using the Cal-Adapt web-based tool and other resources. This section will identify primary greenhouse gas (GHG) emissions sources and describe potential impacts associated with climate change, including sea-level rise, extreme heat, changes in precipitation and drought, increased risk of wildfire and flooding, and other impacts.

Conservation
This section will address cultural resources including historic places and structures; biological resources and habitat; air quality; geology, soils, and seismicity; mineral and energy resources; hydrology (including groundwater) and water quality; and aesthetics and visual resources including scenic vistas.

The Administrative Draft Existing Conditions Report will be reviewed by City staff and the TAC. De Novo will address comments and prepare a final Existing Conditions Report.

Task 3.3 Economic Trends Report

In this task, New Economics will conduct real estate research to establish a basis for the land use mixtures that will be further analyzed in the Land Use Alternatives Report and will assess the City's position in regard to economic constraints and opportunities. This assessment will consider broad, regional socioeconomic market trends as well as local information. A retail leakage report, based on ESRI data, will identify key retail markets where the City's supply exceeds local demand and retail markets where the City's supply does not meet the demand (leakage); this information will be provided in conjunction with sales tax data published by the Board of Equalization. The report will include an overview of current market indicators (inventory, occupancy, net absorption over the last year, and rental rates) for the office, retail, and industrial/flex markets; this data will be provided for the City of Pittsburg, the downtown Pittsburg area, up to two other sub-areas of Pittsburg, and up to three neighboring areas. New Economics will reach out to up to 10 stakeholders to identify perceptions and concerns associated with economic development and will prepare a summary of findings. This effort will address the City's current supply of employment-generating

and residential land and will include recommendations and strategies to achieve the best fit of high-quality employment-generating uses and desired types of residential development.

Deliverables:

Administrative Draft and Screencheck Draft Existing Conditions Report (digital)

Public Existing Conditions Report (25 hard copies, digital)

Administrative Draft and Screencheck Draft Market Report (digital)

Public Market Report (25 hard copies, digital)

PHASE 4: VISION AND OPPORTUNITIES

Task 4.1 Vision and Opportunities Report

The public engagement and visioning process, which will occur in Tasks 1.2, 2.2, and 2.3, will result in a comprehensive Vision and Opportunities document which will serve as the foundation for the goals, policies, and actions identified in the General Plan (Phase 5) and will guide the development of land use alternatives (Task 4.2). In the Vision Plan, the team will summarize the public engagement program, input received, and outreach outcomes. It will also identify the community's vision and guiding principles for the future as well as specific issue areas that must be carefully addressed in the General Plan and/or Environmental Impact Report. The Vision Plan will emphasize articulating the community's balance of quality-of-life, economic development, and fiscal sustainability.

The Plan will clearly summarize the key issues, opportunities and challenges facing the City as it undertakes its General Plan Update. The Plan will identify opportunities and challenges facing the City and will consider strategies related to optimizing the mix of land uses (housing, employment-generating uses, and community facilities and services); ensuring existing neighborhoods are maintained and prosper; land use, density, physical form and character, including the Urban Growth Boundary and community separators; public spaces; mobility; relationship to natural features, and connectivity to the surrounding areas; economic vitality and balance, including identification of the City's primary economic strengths, weaknesses, opportunities, and threats; fiscal sustainability; active transportation improvements, quality of life standards, environmental constraints, and services and infrastructure capacity or condition constraints. The Report will identify land use designations that may be appropriate to address future growth, potential future growth areas and/or areas for redevelopment, as well as areas that should be preserved and protected.

The Vision Plan will be designed using a magazine format and will be prepared so that it can be presented as a stand-alone document to key stakeholders, decision-makers, and the public to help educate them on the major topics that must be addressed in the General Plan Update.

Task 4.2 Land Use and Capacity Report

De Novo will work with City staff to develop three land use alternative maps, based on input from the community and decision-makers. These maps will conceptualize the community's general land use preferences regarding general land use characteristics, areas for change/growth, open space, recreation, and circulation improvements. The report will focus on opportunity areas for growth and change. One land use alternative will be the No Project (Current General Plan/Existing Trends) Alternative. The land use alternatives will provide for a range of land use concepts for key growth areas, such as infill and opportunity sites (including undeveloped and underutilized lands within and surrounding the Downtown, central residential area, waterfront, and aging industrial areas), transit-focused and commercial areas where reinvestment or reuse may be warranted, and future annexation areas. The land use alternatives will identify a range of growth scenarios for each focus area, as well as the overall community.

The alternatives will provide the City an opportunity to examine the land use mixes in focus areas as well as adopted specific and master plan areas to determine whether the land use mixes continue to be appropriate or if change should be considered, particularly in areas where growth has not occurred or the Plan vision is not being fulfilled. The land use alternative maps will depict general plan land use designations by residential density and intensity, non-residential land uses, land use concepts for the City, circulation and mobility options and approaches, parks, open spaces and recreation areas, resource protection areas, community facilities (particularly on the west side), and similar uses. If new land use designations are recommended, they may be reflected on one or more of the alternatives. Key characteristics of each alternative will be described in this section.

The growth potential for each alternative will be projected, taking into account past development patterns and growth rates, land use capacity, and jobs-housing balance. Projections will be presented as a statistical summary listing dwellings by density, estimated residential population, amount of non-residential use by category (commercial, industrial, office), and estimated numbers of jobs, new schools, parks, community facilities, and similar information.

The alternatives will be evaluated with respect to each alternative's consistency with the vision expressed by the community and other specific factors and constraints, including:

Land Use

An overview and comparison of each alternative will be provided that demonstrates key differences between each alternative in respect to residential growth, commercial/industrial development, open space, parks, community facilities, and other land uses. Potential land use conflicts, including residential/industrial interfaces, will be identified. This process will include a discussion of how each land use pattern implements the Vision and meets City objectives identified through the community outreach effort.

Objectives could include a balanced mix of housing to accommodate families, employees, and seniors, revitalization of the waterfront area, promotion of vacation and tourism, elevating and supporting existing neighborhoods, and promoting the Downtown.

Residential, Retail, and Employment Growth

The report will evaluate whether the City can accommodate growth projected by the adopted General Plan, as well as current and forecasted (20-year) regional housing needs allocations, under each alternative scenarios. Options to increase development capacities or for redevelopment of sites will be identified, where appropriate or necessary, to accommodate the City's projected growth.

Circulation

TJKM will prepare a qualitative transportation comparison of the three citywide alternatives. The analysis will help determine the overall capacity of the transportation system and the relative ability of each alternative to satisfy the City's mobility goals. An analysis that evaluates meaningful differences between three land use alternatives associated with each alternative, in terms of achieving complete streets goals, supporting desired land use changes, and minimizing vehicle miles traveled, will be provided. The comparison of alternatives will include an order-of-magnitude comparison vehicle trips and VMT associated with each alternative, incorporating anticipated future-year traffic characteristics. TJKM will also review initial design and land use concepts to identify key connections in the community as well as key conflicts areas that need greater attention to improve mobility and circulation.

Economic & Fiscal

New Economics will conduct a comparative analysis of the alternatives from a fiscal and economic development standpoint. New Economics will first review the City's current approved fiscal year General Fund budget to identify up to three the major fiscal municipal revenues and three major expenses that would most likely be impacted by growth. New Economics will then evaluate these impacts for the existing General Plan and the three Alternatives

under consideration. New Economics will also assess economic development implications by studying the potential quantity and character of job growth under the existing General Plan and three alternatives. This assessment will consider up to three factors, selected in conjunction with the City and/or Consultant Team. Example factors include the relative potential to: diversify the City's jobs base; accommodate desirable types of non-residential development (such as local-serving retail); lessen existing workers' commutes; attract higher-wage jobs.

Infrastructure

The land use alternatives will be evaluated for infrastructure demand and capacity implications for water, sewer, and storm drainage. A planning-level comparison will be prepared that will identify major infrastructure demand differences between the alternatives. The analysis will focus on areas of significant land use change or growth associated with each alternative.

Community Facilities

Each alternative will be evaluated for its potential to accommodate community facilities, such as medical/hospital uses, schools, and parks. A brief analysis of demand for community facilities associated with each alternative will be provided.

Safety & Environment

The alternatives will be comparatively evaluated for potential adverse effects associated with safety issues (flooding, unstable soils, hazardous materials, etc.) and environmental constraints (aesthetics, mineral/energy resources, stormwater runoff and water quality, noise, air quality, greenhouse gas emissions).

City Vision

Each land use alternative will be analyzed in terms of achieving the overall vision and addressing opportunities for the City expressed during the Visioning Workshop and community outreach efforts.

Preferred Alternative

The team will present the Land Use and Capacity Report to the public, Planning Commission, and City Council, as part of meetings scheduled in Phase 2, for consideration and feedback. Based on the information and direction received, the team will prepare a preferred land use plan and conduct the necessary analysis to develop a detailed project description, including development projections, for use in the Public Review Draft General Plan and Draft EIR. The De Novo team expects the Preferred Plan to reflect components of more than one alternative; in other words, it is not likely that an alternative will be "perfect" and selected as the Preferred Plan.

It is important that we receive clear City Council confirmation on the preferred land use plan in order to proceed with the required environmental analysis. For this reason, we will schedule a study session with the City Council and Planning Commission to occur after public input has been provided, via a community workshop and an on-line survey, on the alternatives evaluated in the Land Use and Capacity Report.

Deliverables:

Administrative Draft and Screencheck Draft Vision and Opportunities Report (digital)

Public Vision and Opportunities Report (25 hard copies, digital)

Administrative Draft and Screencheck Draft Land Use and Capacity Report (digital)

Public Land Use and Capacity Report (25 hard copies, digital)

PHASE 5: GENERAL PLAN

The De Novo team is committed to providing the City a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the

City, and create implementation actions that are consistent with the City's vision for the future. De Novo's team of principal-level staff are experts in preparing General Plans and will ensure that this update complies with all legislative requirements and addresses planning best practices.

The General Plan Update will focus on addressing changes to state law and adjusting the General Plan as necessary to realize the current vision of the City's residents, stakeholders, and decision-makers. De Novo will actively engage City residents and stakeholders to provide input regarding the issues to address in the update. Our approach includes extensive community involvement to develop a Vision and Opportunities Plan and Land Use and Capacity Report, then continues the community involvement through a series of community workshops, open houses, and decision-maker meetings to identify a preferred land use alternative and develop specific goals and policies associated with each topic area of the General Plan.

In order to streamline the process and create a clear, concise General Plan, we propose to maintain the Existing Conditions Report as a separate document that identifies background conditions, allowing the General Plan document to have a minimum amount of background text. This approach is already employed with the current General Plan. The document will have a streamlined goal and policy structure that is easy for the reader (whether it be Staff, elected and appointed officials, or the public) to understand the key ideas and policy direction easily. Where applicable, goals, policies, and actions will be cross-referenced between sections to reduce overlap and redundancy. The intent of this approach is to provide a General Plan that provides long-term consistency in policy interpretation and is easy to use. The General Plan will be a concise, technically accurate, and user-friendly document that reflects the values and priorities of Pittsburg. The General Plan will include substantial use of graphics and visual depictions of information, including photographs, tables, matrices, drawings, maps, and other graphics to ensure that the document is easy to understand.

Task 5.1 General Plan Audit

Working closely with City staff, De Novo will conduct an audit of the existing General Plan strengths and weaknesses, the efficiency and effectiveness of its policies and implementation programs, the progress on implementing the General Plan's programs, and major policy/issue priorities. De Novo will prepare a General Plan Audit that identifies what is working in the General Plan and where changes or revisions are necessary. The General Plan Audit will summarize the City's progress in implementing the General Plan, whether goals and objectives have been achieved, and whether specific goals, policies, and implementation measures should be kept, modified, removed, or replaced.

A meeting with the TAC will be held to review the General Plan Audit, ensure that all significant issues are identified, and confirm the recommendations regarding whether specific goals, policies, and implementation measures should be kept, modified, removed, or replaced.

Task 5.2 Technical Advisory Committee

Based on our experience, we believe that a successful General Plan in Pittsburg will include technical input from City staff and, where appropriate, outside agencies. The City's TAC, formed as part of Phase 1, will provide focused input on key issues for the General Plan Update to address. Our initial work plan anticipates that the TAC meetings could generally be organized as follows:

TAC Meeting 1: Introductory Meeting and Primary Issues/Opportunities. This meeting will introduce the General Plan Update process and encourage each TAC member to identify issues and opportunities for the General Plan Update and land use alternatives to address. This meeting will be used to inform the development of the land use alternatives and to identify strengths and weaknesses of the existing General Plan.

TAC Meetings 2 through 5: General Plan Audit/Goal, Policy, and Implementation Development. De Novo will facilitate a series of General Plan Audit meetings with the TAC to evaluate the existing General Plan and identify areas where revisions are needed. Prior to each meeting, the TAC will be provided with an administrative draft of the General Plan Audit document that addresses the specific topics that will be discussed at the meeting and provides recommendations regarding changes to goals, policies, and implementation programs to address the community's vision and changes in State law. We anticipate focusing goals, policies, and implementation programs associated with specific topics, based on the existing General Plan Elements, as follows:

- Land Use (include review of preliminary draft Land Use Map alternatives) and Urban Design
- Growth Management, Transportation, Public Facilities, and Open Space, Youth and Recreation
- Economic Development and Downtown
- Resource Conservation, Health and Safety, and Noise

TAC Meeting 6: Administrative Draft Land Use and Capacity Report. The TAC will review the Administrative Draft Land Use and Capacity Report and provide recommendations regarding the analysis, as well as recommendations of preferred components of each alternative for the Planning Commission and City Council to consider.

TAC Meeting 7: Administrative Draft General Plan. Following input from the community, decision-makers, and TAC on the General Plan Audit and Land Use and Capacity Report, De Novo will prepare the Administrative Draft General Plan (Task 5.3). The Administrative Draft General Plan will be provided for TAC review and comment. The TAC's comments will be addressed and incorporated into the Public Review Draft General Plan.

In addition to reviewing the Administrative Draft Land Use and Capacity Report, Administrative Draft General Plan Audit, and Administrative Draft General Plan at regularly scheduled meetings, the TAC will also be requested to review and comment on the Existing Conditions Report. The Existing Conditions Report will be used for Meetings 2 through 5, but the meetings will focus on reviewing and developing General Plan goals, policies, and implementation measures.

Task 5.3 Administrative Draft General Plan

De Novo realizes that the General Plan document must be organized in the manner most useful to the City. We will support any preferences the City has in terms of consolidating elements around key community topics, or developing additional stand-alone elements. This proposal includes preliminary recommendations regarding the organization of all General Plan topics into relevant elements. However, please note that we are more than happy to change the document's organization to meet the City's preferences.

The De Novo Team will develop updated goals, policies, and actions to fulfill the Vision, address opportunities and challenges, and be compatible with the preferred Land Use Plan. The Administrative Draft General Plan will be developed in two phases. In the first phase, the goals, policies, and actions (Policy Sets) will be prepared as part of the General Plan Audit document that address the topics identified for each of the General Plan Elements described below. The current General Plan will be thoroughly reviewed to determine components that should be carried forward and to identify areas where new goals and policies are needed to address the community's desires as well as changes to state law since the previous update. In preparing the Policy Sets for the General Plan Update, the De Novo team will review each element to ensure that all goals, policies, and actions:

- Support the community's vision and values;
- Address requirements of state law;

- Avoid or mitigate potential environmental impacts, or are balanced by social, economic, legal, or other relevant considerations;
- Are grounded in recent and sound community planning and conservation trends; and
- Are internally consistent.

As part of the development of each Policy Set, we will strategize with City staff and our team through the TAC meetings to identify a broad set of possible approaches, particularly in regards to land use, circulation, and economic development. In consultation with City staff, potential strategies will be revised and/or refined and organized around the main goals of the City.

We have outlined the high-level topics we expect will be included based on our understanding of the project and special issues facing the Pittsburg. These topics are described briefly below.

Following City review of the initial Policy Sets, De Novo will provide a comprehensive Administrative Draft General Plan for City review. We anticipate meeting with City staff to review comments on the Policy Sets and reach agreement on how to address potentially conflicting comments. We will incorporate the City's comments on the Administrative Draft General Plan Update to create a Public Hearing Draft General Plan.

De Novo anticipates maintaining the City's organization of the General Plan, while conducting an extensive update that focuses on addressing issues of community concern, changes in conditions, and requirements of State law. As part of the comprehensive review and update of each General Plan Element, the following issues will be highlighted and addressed:

Land Use and Urban Design

The Land Use and Urban Design Elements will reviewed to ensure that the descriptions of land use designations and policy guidance to address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks continue to be appropriate to achieve the City's vision. De Novo will develop a recommended list of goals and policies to address the land use and urban design issues raised in the Existing Conditions Report, the Vision and Opportunities Report, the Land Use and Capacity Report, and through community input. The Land Use and Urban Design Elements will capitalize on the community's assets and potential with "placemaking" ideas that ultimately create good public spaces that promote people's health, happiness, and well-being. We anticipate revisions to address following topics:

- Land use types, mix, balance, and location,
- Strategic growth areas/areas of change, including potential for reuse and modernization of the City's existing retail, dining, recreation, and entertainment opportunities
- Neighborhood and community enhancement, including addressing underserved areas, such as the Southwest Hills, in need of neighborhood-serving commercial uses and other community amenities
- Major destinations in the City and opportunities for placemaking
- Streetscape and façade improvements
- Scenic vistas

Growth, Capacity, and Affordable Housing

As part of the Land Use and Capacity Report, we will review the City's ability to accommodate projected residential and employment growth. We will review the City's available housing sites and identify the potential for each site to provide housing affordable to lower income groups, workforce housing, and market-rate housing that is affordable to the middle-income range of Pittsburg residents. We understand that rising home prices and rents result in pricing out members of the community with fixed incomes and jobs paying in the low- and mid-ranges and will identify methods and policy approaches to encourage affordable and workforce housing. We anticipate addressing these issues through the Land Use, Growth Management, Economic Development, and Housing Elements.

Downtown and the Waterfront

The City has a detailed and robust Downtown Element. The Downtown and Land Use Elements will be reviewed to determine where planned uses continue to be appropriate and where development trends or economic conditions warrant changes to the land use mix and policy direction for the Downtown. As industrial uses near Downtown continue to transition and change, there is an opportunity to further expand and revitalize the City's downtown and the community- and visitor-oriented section of the waterfront and harbor. We will review uses along the waterfront, focusing on transitions from the Downtown area, to identify potential sites for reuse for retail and dining that would service neighborhoods and visitors, the potential for office/industrial uses that would provide high-quality jobs, and potential housing sites, focusing on opportunities to provide mixed income, workforce, and other community-oriented housing.

Transportation

New topics related to circulation and mobility and their role in Pittsburg have emerged over the past 20 years, including multi-modal network connectivity, active transportation, and regional transit planning. The General Plan policies also need to be flexible enough to accommodate anticipated changes transportation technology and trends. For instance, operations of Transportation Network Companies (TNCs), such as Lyft and Uber, have already shifted the usage of curb parking spaces, requiring additional passenger pick-up and drop-off zones, and have included the mobility options for transit-dependent populations, "smart" parking systems provide users with better information and can create extended hour options, and the future adoption of connected/autonomous vehicles may affect the parking demand for various uses, and thus may allow for changes to the City's parking requirements and the need for public parking facilities.

Transportation goals, policies and programs in the existing General Plan will be reviewed in detail. Additionally, related policy documents such as the Contra Costa Countywide Bicycle Plan and regional long-range transportation and transit plans, will be reviewed. New goals and policies will be recommended to address any issues that have surfaced since the last General Plan update, including the use of vehicle miles travelled (VMT) versus traditional levels of service (LOS) in evaluating transportation impacts, encouraging active bicycle and pedestrian modes of transit, and emphasizing multi-modal circulation. Issues that will be explored as regards the need for additional policies or changes to existing policies include modifications to emphasize 'complete street' issues, neighborhood livability, trip reduction, autonomous vehicles, rail transportation, truck routes, transit-oriented development, traffic calming, and Downtown circulation and parking. Specific attention will be paid to coordinating the policies so that they are issue-driven, and correspond with associated policies in other elements of the document. Attention will be paid to establishing a foundation for developing funding mechanisms and identifying grant-eligible projects for expedited implementation.

Street Classifications: Like many cities, Pittsburg's current roadway classification definitions focus primarily on the "function" of each street primarily for purposes of carrying motor vehicle traffic (while multi-modal components are lacking or limited). The Circulation Element provides an opportunity to refine its current street classifications (i.e., Major Arterial, Minor Arterial, Collector and Local streets) to more directly incorporate multi-modal components, and

provide a range of "subtypes" and mode priorities that would provide a more context-sensitive range of street classification options.

Community Health and Wellness

The concepts of community health and wellness will be interwoven throughout most elements of the General Plan. The primary goals of the Community Health and Wellness component will be derived through our community outreach and visioning efforts. Based on our experience with these issues, and a review of best practices being implemented in other jurisdictions, it is anticipated that this element will address the following topics:

- Access to parks and recreational facilities
- Availability of and access to healthy and local foods
- Access to medical services
- Access to active transportation and public transit
- Access to a range of high-quality and affordable housing
- Access to economic opportunities
- Walkable neighborhoods with access to services
- Safe neighborhoods and public spaces
- Crime prevention through environmental design

Climate Change

Climate change, including adaption and resiliency measures, and providing methods to reduce the City's carbon footprint will be addressed primarily in the Resource Conservation Element. We will review the City's General Plan and current practices to identify policies and measures that can be strengthened to further reduce greenhouse gas emissions as well as identifying new programs the City can implement to address sustainability and climate change. Opportunities for the City to proactively reduce greenhouse gas emissions include infrastructure to encourage active transportation modes and increase transit connections and services, requirements for development projects to be walkable and well-connected to destinations in the community, ensuring efficient use of water and energy, reducing solid waste disposal, and addressing the types of landscaping and vegetation, and measures that the City as an agency can implement to reduce GHG emissions associated with its operations. As part of the TAC meetings, we will identify steps that the City can take and prioritize the methods that best fit the needs of the City.

Environmental Justice

Environmental justice will be addressed throughout the General Plan document. With a significant area of the City designated as a disadvantaged community, SB 1000 requires the City's General Plan to address issues related to environmental justice. Recent changes to State law require General Plans to address environmental justice related to disadvantaged communities. The Land Use Map will be reviewed to determine equitable distribution of new public services and facilities and to identify issues where residential, school, and other sensitive uses are located in proximity to high pollutant emitters. All elements of the General Plan will be reviewed to identify methods to promote more livable communities, including access to public facilities, healthy foods, safe and sanitary housing, and opportunities for physical activity.

Task 5.4 Public Review Draft General Plan

Following the City's comments on the Administrative Draft General Plan, De Novo will prepare the Draft General Plan for public review/comment and use during the City's review and approval process. The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City's website. De Novo will be available to present the Draft General Plan and Draft Environmental Impact Report in a public workshop and/or Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

Task 5.5 Final General Plan

We anticipate that a series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-making bodies, we will prepare modified General Plan text that will be provided as attachments to the staff report for Council's consideration. Based on Council's direction at the adoption of the General Plan, De Novo will edit the General Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the General Plan.

Deliverables:

Administrative Draft General Plan Audit (digital, prepared for each element for TAC review)

Screencheck Draft General Plan Audit (digital)

Public General Plan Audit (digital)

Administrative Draft General Plan (8 hard copies)

Screencheck Draft General Plan (digital)

Public Review Draft General Plan (25 hard copies, digital)

Final General Plan (40 hard copies, digital)

PHASE 6: ENVIRONMENTAL CLEARANCE

The work plan described below will result in the preparation of a Program-level EIR. The EIR will address all potential environmental impacts associated with implementation of the General Plan Update, as well as any subsequent changes to the City's Municipal Code to implement the General Plan. The Program-EIR will serve as a "tiering document" to facilitate streamlined environmental review of all subsequent development, planning, and infrastructure projects undertaken in the City, which are consistent with the General Plan. The Program EIR will include the analysis necessary to address CEQA Guidelines Section 15064.4 (greenhouse gas emissions significance) and will serve as a tiering document to streamline analysis of greenhouse gases for subsequent projects as provided by CEQA Guidelines Section 15183.5.

Task 6.1 EIR Kick-Off and Notice of Preparation/Initial Study

This task includes kicking off the EIR and preparing the Notice of Preparation.

EIR Initiation

De Novo will meet with the City staff team to initiate the EIR portion of the work plan. The purpose of the meeting will be to identify concerns and issues that have arisen since the first start-up meeting, review information needs, and discuss scheduling and expectations for the environmental setting and environmental review process. De Novo will coordinate with City staff for the preparation of a base map that will be used during meetings and presentations, and

will also be used to provide base information for figures and exhibits used in the EIR. De Novo's GIS staff will be able to revise and amend the base map to address City staff comments.

Project Description

This section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will provide a detailed description of the General Plan Update appropriate for the programmatic analysis of environmental impacts. This section will describe project components (e.g., land use map, policies/actions, circulation diagram, phasing of the General Plan Update, and planned roadway and infrastructure improvements,), expected rate/extent of development under the General Plan Update including any phasing, utility and public service expansion (e.g., water, wastewater, solid waste, fire, law enforcement), and clear identification of what would be defined as a "subsequent project" under the General Plan Update. The City's objectives for the project will be described. In addition, graphics illustrating the proposed project and a description of anticipated actions associated with the project will be provided. The Project Description will support the anticipated development intensity and land uses envisioned for the General Plan, and will provide flexibility in regards to the evaluation of subsequent projects. The Project Description will be provided to City staff for review and acceptance prior to impact analysis.

Significance Criteria

A draft set of significance criteria will be prepared for review by staff. The significance criteria will include proposed criteria for each topical issue to be addressed in the EIR and will be based on Appendix G of the CEQA Guidelines as well as plans, regulations, and ordinances adopted by the City and, to the extent applicable, by state and regional agencies, such as the BAAQMD, CDFW, and Caltrans. Early agreement regarding significance criteria will help to focus the setting information and the impact analyses provided in the EIR.

Notice of Preparation/ Scoping Meeting

De Novo will prepare the Notice of Preparation (NOP) in accordance with the requirements of CEQA in order to define the scope of the environmental analysis. An administrative draft of the NOP will be prepared for City review, and based on comments received, De Novo will prepare the final NOP and initial study for public distribution. De Novo will submit 15 copies to the State Clearinghouse on behalf of the City.

The project will require a public scoping meeting, and De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the General Plan Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised. In addition, De Novo (in coordination with the City) will seek one-on-one meetings with key local, regional, and state agencies.

Deliverables:

Administrative Draft Notice of Preparation/Initial Study (5 copies), Final Notice of Preparation/Initial Study (5 copies), facilitation of one scoping meeting and summary notes, coordination with local, regional and state agencies as necessary

Task 6.2 Draft Environmental Impact Report

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan. The Draft EIR will consist of the chapters described below.

Executive Summary

This section will summarize the characteristics of the General Plan Update, describe areas of controversy, and provide a concise summary matrix of the project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. The matrix will also identify proposed General Plan Update policies and actions that provide mitigation of identified environmental impacts. Alternatives to the proposed project will be summarized and the environmentally superior alternative will be identified.

Chapter 1: Introduction

This Section of the Draft EIR will provide an introduction and overview describing the intended use of the EIR and the review and certification process. This section will describe the purpose of the EIR, identify CEQA Guidelines and Public Resource Code requirements for a Program EIR, and describe how the Program EIR can be used to streamline environmental review of subsequent projects. A flowchart will be included that shows the process for subsequent environmental documents, identifying when it would be appropriate to prepare a Mitigated Negative Declaration versus a Focused or Project-level EIR.

Chapter 2: Project Description

This Section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will be based on the Project Description prepared under Task 6.1, described above.

Chapter 3: Environmental Setting, Impacts and Mitigation Measures

This chapter will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the General Plan Update. This chapter will include an introductory section providing details on the "baseline conditions" assumptions for the analysis, land use forecasts for residential and non-residential uses, level of detail of programmatic analysis, consideration of key components of the General Plan Update (e.g., location of future growth, continued highest and best use of resources, conservation of natural resources, circulation system modifications, risks associated with seismic and soil contamination hazards), and definition of the cumulative setting (e.g., geographic extent) and impact analysis. This section will also describe how direct and indirect environmental impacts are addressed associated with implementation of the General Plan Update and the multiple actions that may occur associated with its implementation (e.g., adoption of infrastructure master plans, update of CIPs, revisions to the Zoning Code, annexation requests, public service improvements).

Population, housing units, and non-residential uses, including employment, will be projected for the City under buildout conditions. The Draft EIR will analyze impacts associated with buildout conditions. This section will describe the basis of and approach to the impact analysis in the Draft EIR.

The EIR will evaluate each of the following environmental issues in detail:

Aesthetics and Visual Resources

Agricultural and Forest Resources

Air Quality

Biological Resources

Cultural and Tribal Cultural Resources

Geology, Soils, and Seismicity

Greenhouse Gas Emissions and Energy

Hazards and Hazardous Materials

Hydrology and Water Quality

Land Use and Planning

Mineral Resources

Noise

Population, Housing, and Employment

Public Services

Recreation, Parks, and Open Space

Transportation and Circulation

Utilities and Service Systems

As an optional task, the analysis of the study intersections could be expanded from 10 intersections (included in the base proposal cost) to a total of 30 study intersections.

For each issue area, the following key components will be discussed in detail:

Existing Setting– This component will describe the existing affected environment as it pertains to each issue area. This section will be based on the information provided in the Existing Conditions Report (prepared in Phase 3).

Regulatory Framework– This component will review federal, state, and local regulations and/or plans that apply to the specific issue area being discussed.

Impacts and Mitigation Measures– Adverse environmental impacts resulting from implementation of the General Plan Update will be identified, analyzed, and a determination will be made as to the significance of the impact. Any feasible mitigation measures and/or proposed General Plan policies that would reduce or eliminate potentially significant impacts will be identified. De Novo will work closely with City staff on crafting mitigation measure language and timing that is appropriate for inclusion in the General Plan Update and is suitable for use in the typical development review process.

Chapter 4 Cumulative Impacts

De Novo will assess the impacts of General Plan implementation in combination with other known, approved or reasonably foreseeable development activity in the region. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known projects in the region as well as development forecasts contained in the City, as well as consideration of General Plan updates in the region. A table summarizing projected regional growth will be provided. A clear cumulative setting for each environmental topic will be described in the Draft EIR.

The cumulative analysis will address each topic covered in the environmental analysis (e.g., water supply, traffic, biological resources, etc.) and will identify appropriate mitigation measures for any significant impacts identified. The potential for the General Plan Update to induce growth, either through designation of land for growth, extension of services and infrastructure, or other project characteristics that may encourage and facilitate growth in the area, will be evaluated.

Chapter 5 Other CEQA Requirements

The chapter will address other topics required by CEQA including significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, identification of environmental areas that would have no or less than significant impact, and an evaluation of the project related to each of the mandatory findings of significance identified at Section 15065 of the CEQA Guidelines.

Chapter 6 Alternatives Analysis

De Novo will coordinate with City staff in the development of up to three alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the proposed General Plan Update. These alternatives will be described qualitatively and quantitatively, and contrasted with the proposed project in terms of the extent that the alternatives can achieve project objectives or reduce adverse impacts. It is anticipated that the alternatives analysis will be closely coordinated with General Plan Update planning work and will address issues of concern identified by the community.

This analysis will be presented in a separate chapter of the EIR and will include a comparative matrix of the alternatives to the proposed project based on the significant environmental effects identified in the Draft EIR. Based on this analysis, the environmentally superior alternative will be identified as required by CEQA.

Chapter 7 Report Preparers and References

This chapter would identify all persons assisting in the preparation of the EIR as well as referenced agencies and materials.

Draft Environmental Impact Report Publication

Upon receiving comments on the Administrative Draft EIR, the De Novo team will make the edits and generate a "Screencheck Draft EIR" for City review before Draft EIR production and public review. Any final City edits will be incorporated into the Draft EIR.

De Novo will attend and participate in one public meeting on the Draft EIR, which will include preparation of a presentation on the content of the Draft EIR, including the major findings, and an overview of the CEQA process.

In order to keep Draft EIR copy costs down, De Novo may have the technical appendices placed on a CD that will be included in a sleeve in the back of the Draft EIR, or placed online on the General Plan website. De Novo will also place the Draft EIR on the General Plan Update website and be responsible for printing and distribution of the Draft EIR to the State Clearinghouse. We will prepare a Notice of Availability for the Draft EIR; it is anticipated that the City will have one round of review of the draft notice.

As described under the General Plan Update Scope of Work above, De Novo will attend public workshops and hearings to receive comments on the Draft General Plan and EIR. De Novo will provide City staff with support in preparation for these meetings, including preparation of presentations. We will attend meetings prepared to present the Draft General Plan and Draft EIR, and to answer questions regarding the scope and content of the documents.

Task 6.3 Final Environmental Impact Report

Final EIR and Mitigation Monitoring and Reporting Program

At the conclusion of the Draft EIR public review period, the De Novo team will respond to all written comments received by the City, as well as oral comments received during public hearings. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document, which will be a separately bound, will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and strike-through for deleted text).

With respect to the Final EIR and Response to Comments, the De Novo team anticipates 40 comment letters of normal detail (two to three pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate. We also assume one round of City review of the Administrative Final EIR and one round of City review of the Screencheck Final EIR prior to public release.

The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. De Novo will draft the MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the General Plan Update. It is intended that each mitigation measure will be incorporated into the General Plan as a policy or implementation program, and that there will not be separate measures to monitor and enforce following adoption of the General Plan. As described under Task 4.5, the General Plan will include an implementation program that identifies how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation.

CEQA Findings of Fact/Statement of Overriding Considerations

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project.

Deliverables:

Administrative Draft and Public Notice of Preparation (digital)

Administrative Draft and Screencheck Draft Environmental Impact Report (digital)

Public Draft Environmental Impact Report (25 hard copies, digital)

Administrative Draft and Screencheck Draft Final Environmental Impact Report (digital)

Public Final Environmental Impact Report (15 hard copies, digital)

Mitigation and Monitoring Program (digital)

Findings of Fact and Statement of Overriding Considerations (digital)

PHASE 7: PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION

Task 7.1 Adoption Hearings

De Novo will present the General Plan Update and EIR at two public hearings with the Planning Commission to review the Draft General Plan and Draft EIR. The Planning Commission will consider all public comments and after the hearings, make recommendations to the City Council regarding the General Plan Update and EIR. De Novo will address Planning Commission recommendations in an errata memo that identifies revisions to the Draft General Plan.

Working with City staff, De Novo will present the Draft General Plan and EIR, including Planning Commission recommendations, at two public hearings with the City Council. Following City Council direction regarding changes to the General Plan, De Novo will prepare a final General Plan that incorporates all City Council comments (see Task 5.5).

De Novo will present the Final General Plan and EIR at one public City Council hearings for consideration of General Plan adoption and EIR certification.

Deliverables:

- *Public hearing materials (digital)*
- *Large-scale Land Use Map exhibits (15 hard copies, digital)*

EXHIBIT B

BUDGET

Budget

Pittsburg General Plan Update

TASK/ACTIVITY	Project Manager/ Principal Planner		Associate Planner		GIS and Graphics		Admin.		De Novo Subtotal TOTALS		Econ/Fiscal New Economics & Advisory	Traffic TJKM	Cultural Peak & Associates	Noise Saxelby Acoustics	Direct Costs Printing	ACTIVITY TOTALS
	hours	$135	hours	$100	hours	$85	hours	$70	hours	Fee						Fee
PHASE 1: PROJECT INITIATION AND MANAGEMENT																
Task 1.1: Kick-off Meeting and Tour	12	$1,620	8	$800	0	$0	0	$0	20	$2,420	$2,300	$1,560			$400	$6,680
Task 1.2: City Council/Planning Commission Kick-off	6	$810	6	$600	2	$170	0	$0		$1,580						$1,580
Task 1.3: Project Administration and Coordination	100	$13,500	0	$0	0	$0	0	$0	100	$13,500					$0	$13,500
PHASE 1: SUBTOTAL	**118**	**$15,930**	**14**	**$1,400**	**2**	**$170**	**0**	**$0**	**134**	**$17,500**	**$2,300**	**$1,560**	**$0**	**$0**	**$400**	**$21,760**
PHASE 2: COMMUNITY ENGAGEMENT																
Task 2.1: Community Engagement Plan	20	$2,700	24	$2,400	24	$2,040	4	$280	72	$7,420					$0	$7,420
Task 2.2: Online Presence	70	$9,450	80	$8,000	32	$2,720	0	$0	182	$20,170					$800	$20,970
Task 2.3: Visioning Workshops	40	$5,400	36	$3,600	10	$850	6	$420	92	$10,270		$2,740			$3,600	$16,610
Task 2.4: Study Sessions and Briefings	70	$9,450	70	$7,000	4	$340	0	$0	144	$16,790	$1,700	$1,560			$1,000	$21,050
Task 2.5: Community Workshops and Pop-ups	60	$8,100	40	$4,000	10	$850	6	$420	116	$13,370		$1,560			$1,200	$16,130
Task 2.6: Stakeholder Coordination	30	$4,050	30	$3,000	0	$0	0	$0	60	$7,050					$800	$7,850
PHASE 2 SUBTOTAL	**290**	**$39,150**	**280**	**$28,000**	**80**	**$6,800**	**16**	**$1,120**	**666**	**$75,070**	**$1,700**	**$5,860**	**$0**	**$0**	**$7,400**	**$90,030**
PHASE 3: EXISTING CONDITIONS																
Task 3.1: Due Diligence and Base Mapping	16	$2,160	24	$2,400	36	$3,060	0	$0	76	$7,620					$0	$7,620
Task 3.2: Existing Conditions Report	80	$10,800	200	$20,000	24	$2,040	5	$350	309	$33,190		$27,300	$6,700	$4,450	$2,500	$74,140
Task 3.3: Market Analysis	8	$1,080	20	$2,000	4	$340	0	$0	32	$3,420	$6,200				$750	$10,370
PHASE 3 SUBTOTAL	**104**	**$14,040**	**244**	**$24,400**	**64**	**$5,440**	**5**	**$350**	**417**	**$44,230**	**$6,200**	**$27,300**	**$6,700**	**$4,450**	**$3,250**	**$92,130**
PHASE 4: VISION AND LAND USE ALTERNATIVES																
Task 4.1: Vision and Opportunities Report	24	$3,240	40	$4,000	8	$680	2	$140	74	$8,060		$0			$2,500	$10,560
Task 4.2: Land Use and Capacity Report	60	$8,100	80	$8,000	20	$1,700	4	$280	164	$18,080	$20,100	$7,600				$45,780
PHASE 4 SUBTOTAL	**84**	**$11,340**	**120**	**$12,000**	**28**	**$2,380**	**6**	**$420**	**238**	**$26,140**	**$20,100**	**$7,600**	**$0**	**$0**	**$2,500**	**$56,340**
PHASE 5: GENERAL PLAN																
Task 5.1: General Plan Audit	42	$5,670	20	$2,000	0	$0	0	$0	62	$7,670		$1,660	$1,300	$600		$11,230
Task 5.2: Technical Advisory Committee	70	$9,450	70	$7,000	0	$0	6	$420	146	$16,870	$1,700	$1,980				$20,550
Task 5.3: Administrative Draft General Plan	124	$16,740	120	$12,000	24	$2,040	8	$560	276	$31,340	$1,100	$16,040	$0	$600	$400	$49,480
Task 5.4: Public Hearing Draft General Plan	60	$8,100	60	$6,000	12	$1,020	4	$280	136	$15,400		$2,020			$2,500	$19,920
Task 5.5: Final General Plan	60	$8,100	40	$4,000	4	$340	4	$280	108	$12,720		$2,020			$2,500	$17,240
PHASE 4 SUBTOTAL	**356**	**$48,060**	**310**	**$31,000**	**40**	**$3,400**	**22**	**$1,540**	**728**	**$84,000**	**$2,800**	**$23,720**	**$1,300**	**$1,200**	**$5,400**	**$118,420**
PHASE 6: ENVIRONMENTAL CLEARANCE																
Task 6.1: EIR Kick-off and Notice of Preparation	8	$1,080	24	$2,400	2	$170	0	$0	34	$3,650					$750	$4,400
Task 6.2: Draft Environmental Impact Report	160	$21,600	260	$26,000	14	$1,190	6	$420	440	$49,210		$17,160	$520	$5,100	$2,300	$74,290
Task 6.3: Final Environmental Impact Report	80	$10,800	130	$13,000	4	$340	4	$280	218	$24,420		$3,840	$320		$1,200	$29,780
PHASE 6 SUBTOTAL	**248**	**$33,480**	**414**	**$41,400**	**20**	**$1,700**	**10**	**$700**	**692**	**$77,280**	**$0**	**$21,000**	**$840**	**$5,100**	**$4,250**	**$108,470**
PHASE 7: ADOPTION																
Task 7.1: Public Hearings	36	$4,860	36	$3,600	6	$510	0	$0	78	$8,970		$2,360			$400	$11,730
PHASE 7 SUBTOTAL	**36**	**$4,860**	**36**	**$3,600**	**6**	**$510**	**0**	**$0**	**78**	**$8,970**	**$0**	**$2,360**	**$0**	**$0**	**$400**	**$11,730**
Subtotals	988	$133,380	1,004	$100,400	220	$18,700	49	$3,430	2,261	$333,190	$33,100	$89,400	$8,840	$10,750	$23,600	$498,880
TOTAL FEE																$498,880
TOTAL FEE INCLUDING OPTIONAL TASK*																$551,880

De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

*OPTIONAL TASK 1: The analysis of study intersections can be expanded from 10 intersections (included in the base proposal cost) to a total of 30 study intersections for an additional $53,000.

Subconsultants and Direct Costs are billed at no markup.

Additional meetings are billed on time and materials basis.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: Vice President / Secretary

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