

DOCKETED

Docket Number:	09-AFC-04C
Project Title:	Oakley Genrating Station COMPLIANCE
TN #:	224258
Document Title:	Oakley Generating Station Facility Closure Plan
Description:	This Facility Closure Plan was submitted to the California Energy Commission pursuant to Condition of Certification CLOSURE-11 and describes the nature of the closure (temporary, permanent) and plans for continued use of facility land and equipment. The closure plan provides an analysis of the potential environmental impacts of the proposed activities.
Filer:	Anwar Ali
Organization:	CCGS LLC
Submitter Role:	Applicant
Submission Date:	7/23/2018 1:42:20 PM
Docketed Date:	7/23/2018

CLOSURE-11

Facility Closure Plan

for the

Oakley Generating Station

Oakley, California
(09-AFC-04C)

Submitted to:
California Energy Commission

Submitted by:



July 2018

With Technical Assistance by:

JACOBS[®]

2485 Natomas Park Drive
Suite 600
Sacramento, CA 95833

Contents

Section	Page
Acronyms and Abbreviations.....	iv
1.0 Introduction	1-1
1.1 Background	1-1
1.2 Closure Plan	1-1
1.3 Plan Objectives.....	1-2
1.4 Closure Overview	1-2
1.5 Summary of Potential Environmental Impacts of Closure	1-2
2.0 Closure Activities	2-1
2.1 Activities Prior to Closure.....	2-1
2.2 Closure Activities and Schedule	2-1
2.3 Mitigation Measures	2-1
3.0 Reuse of Facilities Remaining On-site	3-1
3.1 Facilities Remaining.....	3-1
3.2 Site Restoration.....	3-1
4.0 Environmental Analysis of Closure.....	4-1
5.0 References	5-1

Attachments

- A Chemours Affidavit
- B SWPPP Termination Documentation
- C City of Oakley Tree Ordinance/BIO-8 Compliance Documentation

Figures

- 1-1 Project Location
- 1-2 Project Features

Tables

- 2-1 Public Agencies to be Notified and Their Interest/Jurisdiction
- 4-1 Environmental Analysis Disciplines Focus of Environmental Analysis

Acronyms and Abbreviations

AFC	Application for Certification
CCGS LLC	Contra Costa Generating Station LLC
CEC	California Energy Commission
COC	Condition of Certification
ECCCHCP/NCCP	East Contra Costa County Habitat Conservation Plan/Natural Communities Conservation Plan
kV	kilovolt
LORS	laws, ordinances, regulations, and standards
OGS	Oakley Generating Station
PG&E	Pacific Gas and Electric Company
SWPPP	Stormwater Pollution Prevention Plan

Introduction

1.1 Background

On May 18, 2011, the California Energy Commission (CEC) approved and licensed the Oakley Generating Station (OGS), owned by Contra Costa Generating Station LLC (CCGS LLC). The OGS is designed as a natural gas-fired, combined-cycle electrical generating facility rated for a gross nominal generating capacity of 624 megawatts (MW). The facility site is at 5550 Bridgehead Road in Oakley, on a 21.95-acre parcel that was formerly part of a larger 210-acre parcel owned by the Chemours Company (Chemours) at 6000 Bridgehead Road. The project site is located at the western city limits of the City of Oakley, adjacent to the eastern city limits of the City of Antioch in Contra Costa County (Figure 1-1).

The facility is designed to tie into the regional electrical grid at Pacific Gas and Electric Company's (PG&E's) Contra Costa Substation in Antioch, California. Power will be transmitted to the grid through a 230-kV generation tie-line connecting to the substation, located 2.4 miles to the southwest of the OGS. The project will replace the existing 60-kV line, located within an existing 80-foot-wide PG&E easement, with a 230-kV line.

Construction of the project commenced in June 10, 2011. Initial efforts included installation of a small concrete foundation for the emergency diesel generator, clearing and grading of the power block area, creation of drainage facilities (grassy swales) around the power block perimeter, installation of a construction power pole, and creation of a storm water detention pond. Fill removed from the power block area was transferred to temporary storage piles within the Chemours (formerly DuPont) property. By agreement with Chemours, the remaining soil stockpile will be transferred to Chemours for use in the remediation of the former DuPont industrial property and its re-development activities (Figure 1-2). Project construction was suspended in September 2011. No additional site- or project-related features were constructed.

1.2 Closure Plan

This Facility Closure Plan is being submitted to the California Energy Commission (CEC) pursuant to Condition of Certification (COC) CLOSURE-11 as found in the Commission Final Decision for OGS (CEC, 2011). CLOSURE-11 states:

In the event of a planned facility closure, at least 12 months (or other mutually agreed-upon period) prior to commencing facility closure activities, the project owner shall file a proposed facility closure plan with the Energy Commission for review and approval.

Protocol: The Plan shall:

- a. Identify and discuss the proposed facility closure activities, mitigation measures, and schedule for the power plant site, transmission line corridor, and all other appurtenant facilities constructed as part of the project;
- b. Identify any facilities or equipment intended to remain onsite after closure and the reason therefore, including any potential future use; and
- c. Address conformance of the plan with all applicable laws, ordinances, regulations standards, local/regional plans in existence at the time of facility closure, and applicable Conditions of Certification.

1.3 Plan Objectives

Consistent with CLOSURE-11, the goals and objectives of this Facility Closure Plan include the following:

- Describe the nature of the closure (temporary, permanent)
- Describe plans for continued use of facility land and equipment
- Describe plans to reuse and recycle equipment and materials
- Describe procedures to be used to demolish and transport equipment and materials
- Analyze potential environmental impacts of shutdown, demolition, and closure

1.4 Closure Overview

As described above, OGS construction was suspended in the early part of the construction process. Grading and drainage facilities (grassy swales and stormwater detention pond), the emergency fire pump foundation, and a construction power pole and pad were installed but no foundations or other structures had been constructed. This plan is for permanent closure and transfer of property control to Chemours and termination of the License. By agreement with Chemours, the existing foundation, the construction power pole and pad, and the drainage facilities will be left in place and control of the property will be returned to Chemours in its current state. There is no need to demolish, transport, or recycle waste, equipment, or materials.

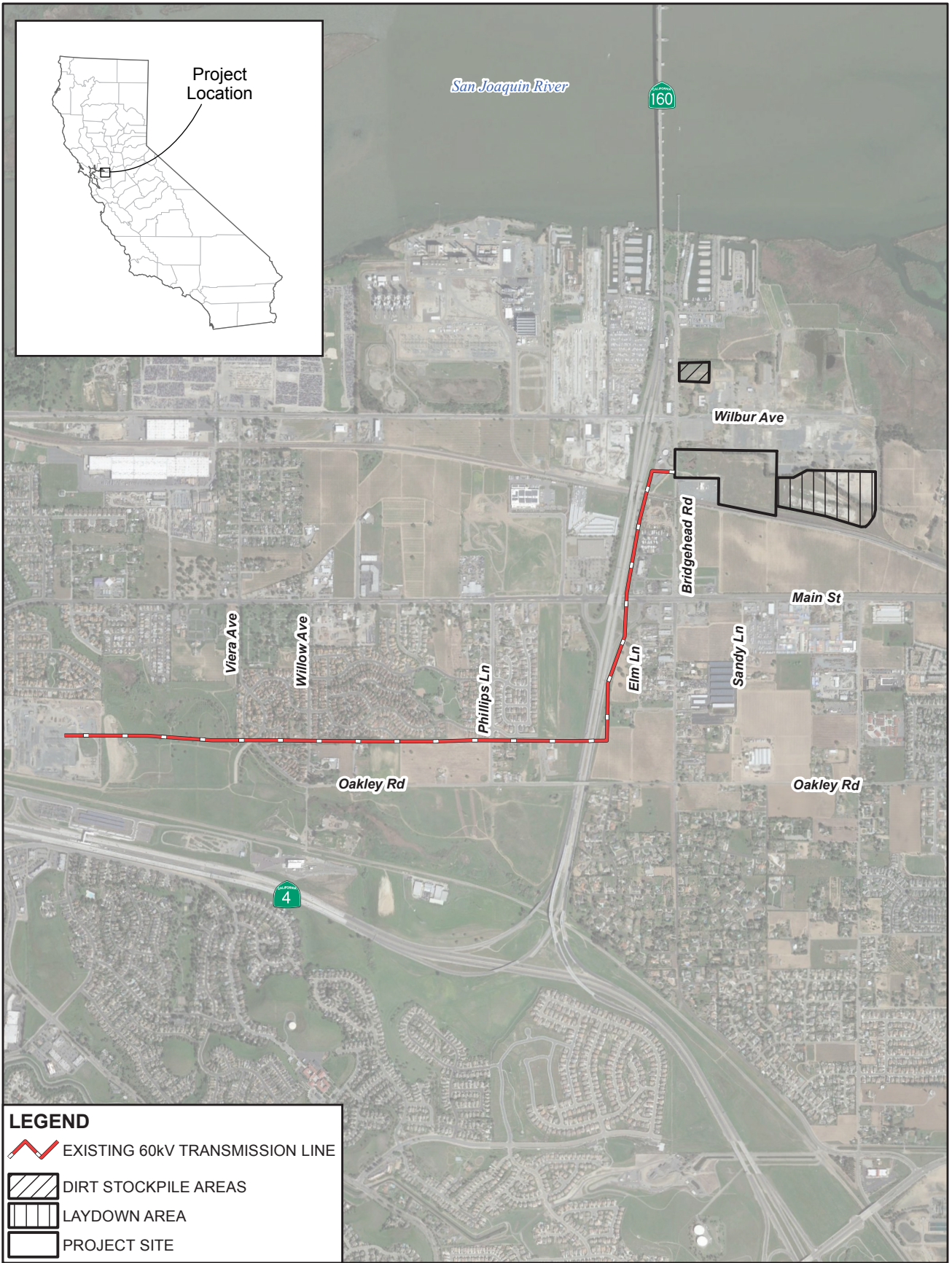
Existing facilities include grassy swales draining the site from east to west, into the storm water detention basin and ultimately in to a wetland pond called Wetland E. These drainage facilities have operated successfully since installed in 2011. In addition, the water levels and general wetland functioning of Wetland E was monitored monthly for 5 water years between 2010 and 2015 in accordance with Conditions of Certification BIO-19 and SOIL&WATER-6, demonstrating that the hydrology of and functioning of the wetland was not adversely affected by the new drainage system.

1.5 Summary of Potential Environmental Impacts of Closure





This Facility Closure Plan includes a discussion of impacts that closure may have on the environment, and proposed measures to mitigate any potentially significant adverse impacts. CLOSURE-11 requires a discussion of the impact of the modification on the compliance with applicable laws, ordinances, regulations, and standards (LORS). Section 4.0 of this Plan includes a discussion of the potential environmental impacts associated with facility closure modifications, as well as a discussion of the consistency of the closure procedures with LORS. Section 4.0 concludes that there will be no significant environmental impacts associated with implementing the actions specified in the Closure Plan and that the closure process will comply with all applicable LORS.

Attachment A is an affidavit approved by Chemours acknowledging receipt of the property in an “as-is” condition and indicating their commitment that any improvements made in the future after transfer of control to them and termination of the OGS CEC license will comply with applicable LORS.¹

¹ Executed version of the Affidavit was not available at the time of filing of this Closure Plan and will be forwarded under separate cover when received from Chemours.



LEGEND

-  EXISTING 60kV TRANSMISSION LINE
-  DIRT STOCKPILE AREAS
-  LAYDOWN AREA
-  PROJECT SITE

This map was compiled from various scale source data and maps and is intended for use as only an approximate representation of actual locations.

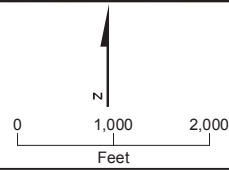
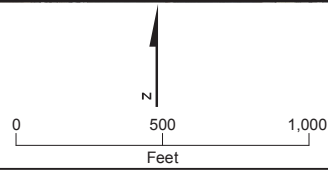


FIGURE 1-1
SITE LOCATION
 OAKLEY GENERATING STATION
 OAKLEY, CALIFORNIA



This map was compiled from various scale source data and maps and is intended for use as only an approximate representation of actual locations.



Closure Activities

This Section addresses the following provision of CLOSURE-11:

- a. Identify and discuss the proposed facility closure activities, mitigation measures, and schedule for the power plant site, transmission line corridor, and all other appurtenant facilities constructed as part of the project*

2.1 Activities Prior to Closure

Activities prior to closure include development of this Facility Closure Plan and notification to public agencies. Notice to public agencies will begin at the time the Project Owner files the Facility Closure Plan for CEC review. Table 2-1 lists key agencies to be notified.

TABLE 2-1
Public Agencies to be Notified and Their Interest/Jurisdiction

Public Agency Name	Jurisdiction/Permit/Interest
City of Oakley Planning Department	Notification that CCGS, LLC plans to terminate the project.
City of Oakley Tax Assessor's Office	Reassessment of tax liability, based on change in property value
Bay Area Air Quality Management District (BAAQMD)	Project Owner to relinquish OGS Application for an Authority to Construct/Permit to Operate. Project Owner to request that BAAQMD process a request to re-bank air emissions reduction credits.
Department of Toxic Substances Control	Relinquish U.S. Environmental Protection Agency (EPA) hazardous waste ID

2.2 Closure Activities and Schedule

There will be no demolition or equipment removal activities for OGS closure. Control of the property will be transferred to Chemours for their future use. Transfer will take place soon after CEC approval of this closure plan and termination of the OGS CEC license.

2.3 Mitigation Measures

Closure will not involve any significant adverse environmental impacts (see Section 4.0) and mitigation measures are not necessary.

Reuse of Facilities Remaining On-site

This section addresses the following provision of Condition CLOSURE-11:

- b. Identify any facilities or equipment intended to remain onsite after closure and the reason therefore, including any potential future use*

3.1 Facilities Remaining

The emergency fire pump foundation, perimeter fence, construction power pole and pad, grassy swale drainways, and stormwater detention pond will remain for future use by Chemours. The fire pump foundation is a rectangle 11' x 15.5' in size. The power pole pad is 5' X 5' in size. The soil stockpile (Stockpile #2 covering 2.7 acres) located outside of the OGS boundary on Chemours property will also remain, by agreement with Chemours, for their use in future remediation and re-development activities. The stockpile is covered in ruderal grassland that has been established since 2011 and periodically mowed. Stockpile Area 1 was designated for a paved area and was not used. Stockpile #3, covering 2.3 acres was transferred to DuPont more than 5 years ago. Therefore, only Stockpile #2 is included in the transfer agreement.

3.2 Site Restoration

Additional site restoration is not needed. Vegetation has re-established on the project site and the drainage system has functioned well since the cessation of construction in 2011. The construction Stormwater Pollution Prevention Plan (SWPPP) was terminated after it was determined by the Qualified SWPPP Developer that site drainage is stable and functions correctly. Attachment B contains the project's designated Qualified SWPPP Developer's Notice of Termination of the SWPPP to the State Water Resources Control Board and communication from the Water Board indicating approval of the SWPPP termination on March 27, 2017.

Monitoring of rainfall and water levels in Wetland E for five years (BIO-19, SOIL&WATER-6) demonstrated that this feature continued to function properly as a wetland and that project construction did not adversely affect it. Successful completion of the monitoring was documented in the Monthly Compliance Report for Wetland E for November, 2015, as follows:

The monitoring has demonstrated that the initial construction activities on the OGS site that took place in 2011 have not altered the local drainage system in a way that could adversely affect the wetland. It is therefore not necessary to continue interim construction monitoring of the wetland, as construction is suspended and CCGS has far exceeded the requirements of pre-construction monitoring set forth in the project's CEC license. The monitoring conducted to date has demonstrated that the construction that took place did not affect the wetland.

The site will be transferred to Chemours control "as is" by agreement.

Environmental Analysis of Closure

This section addresses the following provision of Condition CLOSURE-11:

- c. Address conformance of the plan with all applicable laws, ordinances, regulations standards, local/regional plans in existence at the time of facility closure, and applicable Conditions of Certification.*

Table 4-1 lists the 14 environmental disciplines that are considered in the CEC Staff Assessment and Commission Final Decision, along with comments summarizing the focus of the environmental analysis. This analysis indicates that closure will have no significant adverse environmental impacts.

For all disciplines, a possible indirect, future consequence of closure is that Chemours may proceed with development plans for the property and implementation of these plans could have adverse environmental or socioeconomic effects. Such actions, however speculative, would be subject to permitting requirements of the City of Oakley, including review under the California Environmental Quality Act. For this reason, there would be no foreseeable adverse environmental effects of closure resulting from transfer of property control to Chemours. In addition, Chemours has approved an Affidavit (Attachment A) to certify their intention of complying with applicable LORS in future development activities.

TABLE 4-1
Environmental Analysis Disciplines Focus of Environmental Analysis

Discipline	Summary of Environmental Analysis and Topics
4.1 Air Quality	Closure will result in a net benefit from because of the construction-related emissions that would otherwise occur to construct and operate the facility will not occur.
4.2 Biological Resources	<p>A Biological Resources Construction Closure Plan, documenting compliance with Condition BIO-6 and measures in the Biological Resources Mitigation Implementation and Monitoring Plan, has been provided under separate cover to the CEC Staff.</p> <p>Onsite wetlands (Wetland E) will not be impacted by the transfer to Chemours. By agreement (Attachment A), Chemours has committed to ensuring that development of the site will not impact Wetland E as a functioning wetland.</p> <p>Monitoring of the water depth of Wetland E and on-site rainfall began in November 2010. A water depth monitor and rain gauge were installed for the OGS project in November 2010, per Condition SOIL&WATER-6 and the Wetland E Monitoring and Adaptive Management Plan, prepared in accordance with Condition BIO-19. The project accumulated detailed rainfall and wetland water depth data on a monthly basis for one water year before construction (2010-2011), and four years after construction, starting in the 2011-2012 water year. Having met the requirements of Conditions SOIL&WATER-6 and BIO-19 and established that Wetland E continued to function normally for five water years, monitoring was suspended in 2015, pending the restart of construction.</p> <p>The project owner has complied with the City of Oakley Tree Ordinance, per Condition of Certification BIO-8 (see Attachment B for documentation)</p>
4.3 Cultural Resources	Closure will involve no ground-disturbing activities and will have no effect on cultural resources.
4.4 Geology and Paleontology	Closure will involve no ground-disturbing activities and will have no effect on geology and paleontological resources.

TABLE 4-1
Environmental Analysis Disciplines Focus of Environmental Analysis

Discipline	Summary of Environmental Analysis and Topics
4.5 Hazardous Materials Management	Closure will not involve the use of hazardous materials.
4.6 Land Use	Land use will not change because of closure. The site will remain in a zone appropriate for industrial use.
4.7 Noise	Closure would have no effect on noise.
4.8 Public Health	There would be no effect on public health resulting from closure.
4.9 Socioeconomics	The local economy and tax base would not receive economic benefits which would otherwise accrue from construction and operation of the OGS.
4.10 Soil and Water Resources	There would be no adverse change to drainage facilities or water quality resulting from closure. The drainage system and Wetland E will continue to function successfully as they have since 2011. See also discussion under Biological Resources, above.
4.11 Traffic and Transportation	Closure will not generate any traffic.
4.12 Visual Resources	There will be no change in terms visual resources resulting from closure.
4.13 Waste Management	Closure will not generate wastes.
4.14 Worker Safety and Fire Protection	There are no substantial health and safety risks resulting from closure. Oversight of the property will transfer of property control from CCGS, LLC to Chemours.

References

California Energy Commission (CEC). 2011. Energy Commission Decision, Application for Certification for the Oakley Generating Station Project, Docket Number 09-AFC-4. California Energy Commission, Sacramento, California. April.

Attachment A

Chemours Affidavit

STATE OF CALIFORNIA

Energy Resources
Conservation and Development Commission

In the Matter of:

Application for Certification for the
OAKLEY GENERATING STATION

DOCKET NO: 09-AFC-4C

**AFFIDAVIT OF THE CHEMOURS
COMPANY FC, LLC IN SUPPORT OF
OAKLEY GENERATING STATION
CLOSURE PLAN AND LICENSE
TERMINATION**

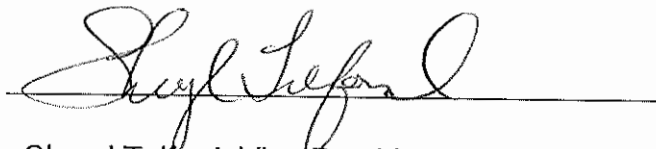
I, Sheryl Telford , declare:

1. I am a Vice President with The Chemours Company FC, LLC ("The Chemours Company"). I have personal knowledge of the matters set forth herein, am authorized to make this Affidavit, and could competently testify thereto if called as a witness to this proceeding.
2. The Chemours Company (as holder of the fee simple interest) will acquire all rights and interest in the Oakley Generating Station Site (Site) as the result of the expected termination of Contra Costa Generating Station, LLC's leasehold interest in, and purchase option for, the Site, upon termination of the California Energy Commission License subject to final agreement and execution of termination documents. Upon the termination of the leasehold interest, The Chemours Company acknowledges that it will acquire the Site with the following existing features in their present condition;
 - a. Construction Power Pole
 - b. Stormwater Drainage Facilities and current site grading
 - c. Off-Site Soil Stockpile
 - d. Concrete Fire Pump Foundation; and
 - e. Perimeter Fencing
3. The Chemours Company understands and acknowledges the existence of Wetland E which is on the Site and is subject to a conservation easement administered by the California Department of Fish and Wildlife. A copy of the conservation easement is attached to this Affidavit. The Chemours Company will fully comply with the terms of conservation easement.
4. The Chemours Company understands and acknowledges that any development and improvements at the Site would be subject to applicable laws, ordinances,

regulations and standards enforced by other agencies, including but not limited to, the City of Oakley.

This Affidavit is made under penalty of perjury under the laws of the State of California and is executed at Wilmington, Delaware on the date set below.

DATED: July 16, 2018

A handwritten signature in cursive script, appearing to read "Sheryl Telford", is written over a solid horizontal line.

Sheryl Telford, Vice President EHS&S

The Chemours Company FC, LLC

Nov. 18. 2008 4:19PM

Return to:

Department of Fish & Game
Legal Affairs Division
1416 Ninth St. 12th floor
P.O. Box 944209
Sacramento, Ca. 95814-2090

RECORDED AT REC No. 611 F D. 1

Lauritzen Yacht

13

Harbor

97 005086

JAN 10 1997

AT 6 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
STEPHEN L. WEIR
COUNTY RECORDER

FEE:

39.00 pd

Document Title(s)

3pc

EASEMENT

CONSERVATION EASEMENT GRANT

THIS CONSERVATION EASEMENT GRANT is made this 23 day of 12, 1996, by E. I. DuPont de Nemours and Company ("Grantor"), in favor of California Department of Fish and Game ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property hereinafter described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses wildlife and native habitat values (collectively, "conservation values") of great importance to Grantor, the people of Contra Costa County and the people of the State of California; and

WHEREAS, the Department of Fish and Game has, pursuant to the Fish and Game Code section 182, jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable population of those species; and

WHEREAS, Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this grant to honor the Intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property in accordance with the terms of this Conservation Easement for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and Civil Code section 815, et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in a natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and conservation purposes of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the conservation values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Easement; provided that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the habitat conservation purposes of this easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

(d) All mineral, air and water rights required to protect and to sustain the biological resources of the easement lands.

Nov. 18. 2008. 4:20PM

(e) All present and future development rights.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the habitat conservation purposes of this Easement is prohibited. Without limiting the generality of the foregoing, unseasonal watering, use of herbicides, rodenticides, or weed abatement activities, incompatible fire protection activities and any and all other uses which may adversely affect the preservation purposes of this Easement are prohibited. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the biological values of the land. Grantor shall not authorize the use by Grantor, Grantor's agents, or any third party of off-road vehicles, grazing or surface entry for exploration or extraction of minerals.

4. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within fifteen (15) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a fifteen (15) days period, fail to begin curing such violation with the fifteen (15) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances required immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Furthermore, the provisions of Civil Code section 815, et seq., are incorporated herein by this reference and this grant is made subject to all of the rights and remedies set forth therein. If at any time in the future Grantor or any subsequent transferee uses or threatens to use such lands for purposes not in conformance with the stated conservation purposes contained herein, notwithstanding Civil Code 815 et seq., the California Attorney General has standing as the interested party in any proceeding affecting this Easement.

5.1 Costs of Enforcement. Any costs incurred by the prevailing party in action taken to enforce the terms of this Agreement, including, without limitation, costs of suit and attorneys' fees shall be borne by the loser of any such action.

5.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the

Nov. 18. 2008 4:21PM

event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5.3 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Access. This agreement does not convey a general right of access to the public; however, access for scientific research and interpretive purposes shall be reserved to the Grantee or to the designee of the Grantee.

7. Costs of Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind including transfer costs, costs of title and documentation review, expenses incurred from other state agency reviews, and costs related to the ownership, operation, upkeep, and maintenance of the Property.

7.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

7.2 Hold Harmless. Grantor shall hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expense, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties, and (2) the existence or administration of this Easement. Grantee shall hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expense, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties, and (2) the existence or administration of the Easement.

7.3 Condemnation. The habitat conservation purposes are presumed to be the best and most necessary public use as defined at CCP section 1240.680 notwithstanding CCP section 1240.690 and 1240.700.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Civil Code section 815, et seq. (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out and notice of such restrictions

Nov. 18. 2008 4:23 PM

shall be recorded in the county where the property is located. In the event the Grantee makes an assignment of this easement in accordance with this Paragraph, and that organization is subsequently deemed not to qualify under section 170(h), or any successor provision then applicable, and the Grantor is subject to additional taxes or penalties because of this disqualification, then the Grantee shall reimburse the Grantor for such taxes, penalties and costs.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer of any interest at least fifteen (15) days prior to the date of such transfer. Grantee shall have the right to approve all subsequent transfers to insure that all subsequent claimants or transfers have notice of the included restrictions. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

10. Estoppel Certificates. Upon request by Grantor, Grantee shall within fifteen (15) days execute and deliver to Grantor any document, including estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: E.I. DuPont de Nemours
Corporate Real Estate
P. O. Box 80011
Wilmington, DE 19880-0011

To Grantee: Department of Fish and Game
Region 2
Rancho Coscova, California

Department of Fish and Game
Legal Affairs Division
1416 Ninth St., 12th Floor
P. O. Box 944209
Sacramento, CA 95814-2090

or to such other address as either party from time to time shall designate by written notice to the other.

12. Recordation. Grantor shall promptly record this instrument in the official records of Contra Costa County, California and immediately notify the Grantee through the mailing of a conformed copy of the recorded easement. Grantee may rerecord it at any time as may be required to preserve its rights in this Easement.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose Civil Code section 815, et seq. if any provision in this

Nov. 18. 2008 4:22PM

Instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The Covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(h) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor and Grantee have entered into this Easement the day and year first above written,

GRANTOR: E.I. DUPONT DE NEMOURS AND COMPANY

GRANTEE: CALIFORNIA DEPARTMENT OF FISH AND GAME

By: [Signature]
Title: [Signature]

By: [Signature]
Title: FISH AND GAME WARDEN 379

Nov. 18. 2008 4:22PM

STATE OF Delaware)
COUNTY OF New Castle)

On December 23, 1956, before me, the undersigned Notary Public, personally came and appeared William A. Sullivan, who being first duly sworn, deposed and said that he is Mgr. Corporate Real Estate of E.I. DuPont de Nemours and Company, a Delaware corporation and that he executed and delivered the above and foregoing instrument by authority of the board of directors of said corporation, and he acknowledged that the said instrument is the free act and deed of said corporation, executed for the purposes and consideration therein expressed.

Julie B. Dawson
Notary Public

Julie B. Dawson, Notary Public
My Commission Expires January 16, 1996

Nov. 18. 2008 4:22PM

LEGAL DESCRIPTION

Lauritzen Yacht Harbor
DuPont Property Mitigation Area

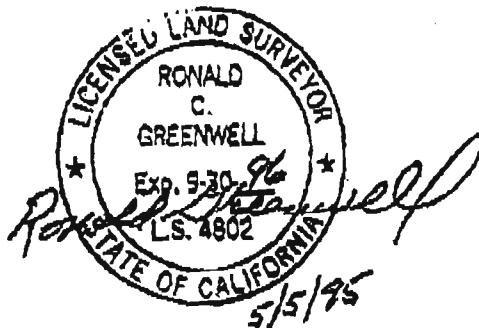
Conservation Easement

A portion of the Northwest 1/4 of Section 22, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, described as follows:

A portion of that certain parcel of land described as Parcel One in the deed from Helen L. Diethelm, et al., to E.I. du Pont de Nemours and Company recorded July 26, 1955 in Book 2578 of Official Records at Page 378 in the Office of the County Recorder of Contra Costa County, described as follows:

Beginning on the east line of the right-of-way described as Strip 2 reserved in the deed from Pacific Gas and Electric Company to E.I. du Pont de Nemours and Company recorded July 9, 1957 in Book 3010 of Official Records at Page 476 in the Office of the County Recorder of Contra Costa County at the northwest corner of the right-of-way described in the deed from E.I. du Pont de Nemours and Company to Pacific Gas and Electric Company recorded April 5, 1961 in Book 3839 of Official Records at Page 172 in the Office of the County Recorder of Contra Costa County; thence from said point of beginning and along said east line and northerly prolongation thereof North 0° 15' 00" East, 189.60 feet to a point; thence from said point North 89° 45' 00" West, 29.89 feet to the east line of the right-of-way described as Strip 1 in the deed from E.I. du Pont de Nemours and Company to Pacific Gas and Electric Company recorded July 9, 1957 in Book 3010 of Official Records at Page 488 in the Office of the County Recorder of Contra Costa County; thence along said east line North 0° 15' 00" East, 113.40 feet to a point; thence from said point and leaving said east line South 89° 45' 00" East, 248.74 feet to a point; thence from said point South 0° 15' 00" West, 303.00 feet to the north line of said Pacific Gas and Electric Company right-of-way (3839 OR 172); thence along said north line North 89° 45' 00" West, 218.85 feet to the point of beginning.

Containing an area of 1.600 acres, more or less.



1059:10
05/04/95

Nov. 18. 2008 4:22PM * REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the Department, and Gilbert Cosio Jr representing Lauritzen Yacht Harbor of Sacramento, State of California, hereinafter called the operator, is as follows:

WHEREAS, pursuant to Division 2, Chapter 6 of California Fish and Game Code, the operator, on the 28th day of February 19 96, notified the Department that he intends to substantially divert or obstruct the natural flow of, or substantially change the bed, channel, or bank of, or use material from the streambed of, the following water: unnamed pond, in the County of Contra Costa, State of California, S 15 T 2N R 2E.

WHEREAS, the Department (represented by Carolyn Doody) has made an inspection of subject area on the 28th day of MARCH, 19 96, and) has determined that such operations may substantially adversely affect existing fish and wildlife resources including: migratory birds

THEREFORE, the Department hereby proposes measures to protect fish and wildlife during the operator's work. The operator hereby agrees to accept the following recommendations as part of his work: Numbers 13, 21 and 22 from the list of recommendations on the back of this page and the following special recommendations:

- 1. All work in or near the stream or lake shall be confined to the period Mar. 1, 1996 to Dec. 31, 1996

This Agreement renews Streambed alteration agreement No. II-405-94
All mitigation measures and requirements of that agreement are binding
in this agreement. Attach copies of this renewal to all copies of
agreement No. II-405-94.

The operator, as designated by the signature on this agreement, shall be responsible for the execution of all elements of this agreement. A copy of this agreement must be provided to contractors and subcontractors and must be in their possession at the work site.

If the operator's work changes from that stated in the notification specified above, this agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this agreement and with other pertinent Code Sections, including but not limited to Fish and Game Code Sections 5650, 5652 and 5948, may result in prosecution.

Nothing in this agreement authorizes the operator to trespass on any land or property, nor does it relieve the operator of responsibility compliance with applicable federal, state, or local laws or ordinances.

THIS AGREEMENT IS NOT INTENDED AS AN APPROVAL OF A PROJECT OR OF SPECIFIC PROJECT FEATURES BY THE DEPARTMENT OF FISH AND GAME. INDEPENDENT REVIEW AND RECOMMENDATIONS WILL PROVIDED BY THE DEPARTMENT AS APPROPRIATE ON THOSE PROJECTS WHERE LOCAL, STATE, OR FEDERAL PERMITS OR OTHER ENVIRONMENTAL REPORTS ARE REQUIRED.

agreement becomes effective on signature of document

operator Gilbert Cosio
Lauritzen Yacht Harbor
ENGINEERING CONSULTANT

Carolyn Doody
 Department Representative

Organization MURRAY BURN & KIENLEN

Title Fish and Game Warden 379

Date MAY 10, 1996

Department of Fish and Game, State of California

Date 3/28/96

Nov. 18. 2008 4:23PM

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the Department, and Gilbert Cosio Jr. representing Lauritzen Yacht Harbor of Sacramento, State of California, hereinafter called the operator, is as follows:

WHEREAS, pursuant to Division 2, Chapter 6 of California Fish and Game Code, the operator, on the 21st day of July, 1994, notified the Department that he intends to substantially divert or obstruct the natural flow of, or substantially change the bed, channel, or bank of, or use material from the streambed of, the following water: unnamed pond, in the County of Contra Costa, State of California, S 15 T 2N R 2E.

WHEREAS, the Department (represented by Carolyn Doody) has made an inspection of subject area on the 8th day of August, 1994 and has determined that such operations may substantially adversely affect existing fish and wildlife resources including: migratory birds.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife during the operator's work. The operator hereby agrees to accept the following recommendations as part of his work: Numbers 13, 21 and 22 from the list of recommendations on the back of this page and the following special recommendations:

1. All work in or near the stream or lake shall be confined to the period Nov. 1, 1994 through Oct. 31, 1995

2.) SPECIAL RECOMMENDATIONS CONTINUED ON ATTACHED PAGE 2

The operator, as designated by the signature on this agreement, shall be responsible for the execution of all elements of this agreement. A copy of this agreement must be provided to contractors and subcontractors and must be in their possession at the work site.

If the operator's work changes from that stated in the notification specified above, this agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this agreement and with other pertinent Code Sections, including but not limited to Fish and Game Code Sections 5650, 5652 and 5948, may result in prosecution.

Nothing in this agreement authorizes the operator to trespass on any land or property, nor does it relieve the operator of responsibility compliance with applicable federal, state, or local laws or ordinances.

THIS AGREEMENT IS NOT INTENDED AS AN APPROVAL OF A PROJECT OR OF SPECIFIC PROJECT FEATURES BY THE DEPARTMENT OF FISH AND GAME. INDEPENDENT REVIEW AND RECOMMENDATIONS WILL PROVIDED BY THE DEPARTMENT AS APPROPRIATE ON THOSE PROJECTS WHERE LOCAL, STATE, OR FEDERAL PERMITS OR OTHER ENVIRONMENTAL REPORTS ARE REQUIRED.

This agreement becomes effective on signature of document

Operator Gilbert Cosio Jr.
LAURITZEN YACHT HARBOR
ENGINEERING CONSULTANT

Carolyn Doody
Department Representative
Title Fish and Game Warden 379

Organization MURRAY BURNS & KIENLEN
Date Nov. 1, 1994

Department of Fish and Game, State of California
Date 10/17/94



STREAMBED ALTERATION AGREEMENT No. II-405-94

2.) This Agreement covers only those activities described in Notification No. II-405-94. This involves the fill of an isolated pond in the middle of the Lauritzen Yacht Harbor's parking area. This is comprised of 0.80 acres of open water and 0.08 acres of wetland vegetation.

3.) In order to offset project impacts, the Operator shall create one acre of freshwater marsh habitat. All mitigation measures noted in the Lauritzen Yacht Harbor Mitigation Plan submitted to the Department shall be incorporated into this Agreement, including the following requirements.

4.) The mitigation habitat shall be created prior to, or concurrent with, the filling of the pond.

5.) The monitoring period for the mitigation site shall be a minimum of five years.

6.) The success criteria for the freshwater marsh shall require the cover of dominant wetland species to equal or exceed 50 percent. If this is not achieved within the five years, monitoring and remedial measures shall continue until the 50 percent cover is obtained.

7.) The mitigation site shall be publicly recorded with specific deed restrictions that protect the wetland habitat in perpetuity. This language shall be approved by the Department prior to recording.

8.) Only clean fill material shall be used for the project.

9.) The Department reserves the right to enter the project site at any time during operations in order to ensure compliance with this agreement.

10.) This agreement does not constitute or imply the existence of any water right.

DEF Nov. '8. 2008 4:24 PM
REGION 2
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT No. II-405-94

11.) Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream, by the Operator or any party working under contract or with the permission of the Operator, shall be removed immediately.

12.) All project spoil from the mitigation site shall be disposed of properly and placed where it cannot pass into any wetland area or waterway.

13.) The Department reserves the right to suspend and/or revoke this agreement if the Department determines that circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. Failure to comply with the terms of this agreement.
- b. The information provided by the Operator in support of the Notification is determined to be incomplete or inaccurate.
- c. When new information becomes available to the Department representative that was not known when preparing the original terms of the agreement.
- d. The project as described in the Notification has changed or conditions affecting fish and wildlife resources change.

CONCURRENCE

Operator- *Allen [Signature]*
 (signature)
 Title- LOCAL 200 YACHT SERVICE
ENGINEERING CONSULTANT
 Organization- MURRAY BURNS & KIEULEN
 Date- November 1, 1994

Carolyn Doodie
 Department Representative
Fish and Game Warden 379
 Department of Fish & Game,
 State of California
10/17/94

Nov. '8. 2008 4:24 PM

BRIDGEHEAD ROAD (60' WIDE)

P.G.& E. ESM'T 3010 OR 488 (STRIP 1)

P.G.& E. ESM'T 3010 OR 476 (STRIP 2)

S 89°45'00" E
248.74'

N 89°45'00" W
29.89'

CONSERVATION EASEMENT

AREA = 1600 ACRES

303.00'
S 07°15'00" W

N 07°15'00" E 113.40'

N 01°15'00" E 189.60'

N 07°15'00" E 100.00'

POINT OF BEGINNING

218.85'
N 89°45'00" W

P.G.& E. ESM'T
3839 OR 172

DUPONT 2578 OR 378

60.00'
S 89°45'00" E

PROPERTY LINE

P.G.& E. 2268 OR 596

PREPARED BY
REG
DONALD GREENFIELD & ASSOCIATES, INC.
LAND SURVEYING & DEVELOPMENT
10 SOUTH LAKE DRIVE SUITE 1
ANTIOCH, CALIFORNIA 94509
TEL: (510) 770-0886
FAX: (510) 770-7160

CONSERVATION EASEMENT LAURITZEN YACHT HARBOR DUPONT PROPERTY MITIGATION AREA

ANTIOCH

CALIFORNIA

DATE	BY	CHK	BY
APPR	REG		
SCALE	1"=80'		
DATE	02-02-08		
REV		DATE	

Attachment B

SWPPP Termination Documentation

Supporting Documentation
for
Notice of Termination
for
Oakley Generating Station Project
Storm Water Pollution Prevention Plan

WDID Number: 5S07C361170

Project Site Location:
5950 Bridgehead Road, Oakley, CA

Preparation Date:
February 28, 2017

Prepared for:
Contra Costa Generating Station LLC

Project's Qualified SWPPP Developer and Report Preparer:
Dr. G.O. Graening, QSD #00473
Natural Investigations Co., Inc.
6124 Shadow Lane, Citrus Heights, CA 95621
916-452-5442



NATURAL INVESTIGATIONS CO.

WWW.NATURALINVESTIGATIONS.COM



G.O. Graening <ggraening@gmail.com>

Your submitted Notice of Termination Review - Status update

do_not_reply@waterboards.ca.gov <do_not_reply@waterboards.ca.gov>

Mon, Mar 27, 2017 at 2:20 PM

To: geo@naturalinvestigations.com, generalinfo@radback.com, greg.lamberg@radback.com

Cc: r5s_stormwater@waterboards.ca.gov

Owner/Operator:

Contra Costa Generating Station LLC
PO Box 1690
Danville CA 94526

Facility/Site:

Oakley Generating Station
5950 Bridgehead Road
Oakley CA 94561

WDID: WDID: 5S07C361170

Application ID: 535836

Permit Type: Construction

Status: Approved

Submission Date: 03/24/2017

Your NOTICE OF TERMINATION is Approved.

Login to your account at: <https://smarts.waterboards.ca.gov/>

If you have any questions, please contact the SMARTS Help Center at stormwater@waterboards.ca.gov or 1-866-563-3107.

You can also contact the Regional Water Board at r5s_stormwater@waterboards.ca.gov.

Final Stabilization and Stormwater Management

This project has been postponed indefinitely. Therefore, we are terminating our enrollment in the Construction General Permit. We will reapply for coverage when construction resumes. The following construction activities were completed: rough grading; and creation of retention pond and perimeter bioswales.

No disturbed ground surfaces remain within the project footprint. All construction equipment and temporary BMPs, such as silt fence, have been removed.

Final stabilization measures and stormwater handling systems are in place. The project area is covered in a combination of existing roads made of concrete or asphalt pavement or gravel, existing landscaping, and grass (see final site photos following). Bioswales are fully sodded and are functioning well: they collect and pre-treat stormwater before it is delivered to the retention pond. The retention pond is also unpaved and is covered in vegetation, primarily turf. This stormwater system allows post-project hydrology to match pre-project hydrology.

Post-development drainage at the site was designed to maintain the natural drainage pattern of the site. All stormwater is contained onsite via a series of bioswales and a detention basin. Only when the detention basin reaches design capacity does it eventually discharge into Wetland E. The volume provided within these areas is sufficient to store the combined 100-year and 10-year runoff volumes provided without discharging stormwater offsite. Water will either infiltrate directly into the ground or will be routed to the bioswales and then into the detention basin, which will provide stormwater treatment. Given the high permeability of the Delhi Sand soils found in the project area, infiltration has been calculated to be fairly rapid. To maintain hydration of the wetland area, the detention pond has been designed with low-flow orifices that will release water into Wetland E within a 24-hour period when water would be stored in the pond. Four bioswales and a detention basin will be utilized to collect all stormwater runoff from the project site. The locations of bioswales, delineated drainage areas for each bioswale, and the detention basin are shown in the SWPPP. Rainfall less than the design event will be contained in the bioswales and will infiltrate through the sandy soils or evaporate. The soils, plantings, and irrigation for the bioswales will be in accordance with Appendix B of the Contra Costa Clean Water Program Stormwater C.3 Guidebook.

Wetland E is maintained and protected under the *Wetland E Conservation Enhancement Plan*.

PHOTOS OF FINAL SITE CONDITIONS







Attachment C

City of Oakley Tree Ordinance/BIO-8 Compliance Documentation



June 21, 2017

Mr. Anwar Ali
Compliance Project Manager
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814

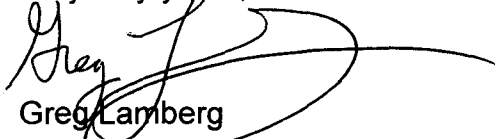
**RE: Oakley Generating Station (09-AFC-4C)
Condition of Certification BIO-8**

Dear Mr. Ali:

During our meeting in your offices on May 9, 2017 on the status of the Oakley Generating Station (09-AFC-4C), staff instructed CCGS LLC to complete the requisite requirements for compliance with Condition of Certification BIO-8 as set forth in the in the Tree Removal Permit 11-01 issued by the City of Oakley on May 27, 2011.

The attached letter dated June 9, 2017 along with the receipt of payment from the City of Oakley certifies that CCGS has fully complied with Condition of Certification BIO-8.

Very truly yours,


Greg Lamberg
CCGS LLC

Cc: Joe Wagda – CCGS LLC
Scott Galati – Dayzen, LLC

CITY COUNCIL
Sue Higgins, *Mayor*
Randy Pope, *Vice-Mayor*
Doug Hardcastle
Claire Alaura
Kevin Romick



CITY HALL
3231 Main Street
Oakley, CA 94561
925.625.7000 tel
925.625.9859 fax
www.ci.oakley.ca.us

June 9, 2017

Greg Lamberg
Contra Costa Generating Station LLC
650 Bercut Drive, Suite c
Sacramento, CA 95811

RE: Oakley Generating Station (09-AFC-4C)
Tree Removal Permit 11-01 and CEC Condition BIO-8

Dear Mr. Lamberg:

This letter is to confirm compliance with Tree Removal Permit 11-01 issued on May 27, 2011. Oakley Tree Preservation Ordinance (OMC Section 9.1.1114(d)(iv)(b)(7) allows for the removal of protected trees where the reasonable development could not be reasonably accommodated on another area of the lot. The 6 (six) trees removed by the Oakley Generating Station clearly conflicted and constrained the development of the power plant facility.

We appreciate the delays the project has experienced and CCGS LLC's continual updates to the City regarding project status. Since the timing of the project is uncertain, we are both in agreement that providing the 18 replacement trees as mitigation in accordance with the specifications outlined in our permit and the Arborist's report at this time will close out CCGS LLC's compliance obligations regarding the referenced Tree Removal Permit.

The 18 trees shall be a drought tolerant species and 15 gallons in size. CCGS LLC shall pay for these trees and the planting of the same. The City shall plant the trees at a location(s) determined by the city.

If you have any questions, please contact me at (925) 625-7006 or by email:
mcmurray@ci.oakley.ca.us

Sincerely,

Joshua McMurray
Planning Manager



City of Oakley
1 Finance
1717201-1 06/21/2017 BR1 T34
Wed Jun21,2017 10:10AM Trans#9-9
9 \$3240.00 Misc - Miscellaneous
* Reference: OGS TREE MITIGATION MONEY
* From: OGS
1 ITEM(S): TOTAL: \$3240.00
Check: (0000000448) DATE: 06/21/17