April 26, 2018

TO: David W. Louie, Chair
    Elvin W. Moon, Vice Chair
    Doug Smith, Commissioner
    Laura Shell, Commissioner
    Pat Modugno, Commissioner

FROM: Anthony M. Curzi, Planner
      Zoning Permits North Section

Conditional Use Permit No. RPPL2016001556-Environmental Assessment
No.RPPL2016001561 - RPC Meeting: May 2, 2018- Agenda Item: 5

The above-mentioned item is a request for a conditional use permit to authorize the
development, operation, and maintenance of a 42-megawatt solar renewable energy
facility on a 107-acre property in the A-2-5 (Heay Agricultural – Five Acre Minimum Acre
Lot Area) Zone in the unincorporated community of Roosevelt in the Antelope Valley.

The submitted version of draft conditions in the hearing package contained minor errors.
Please see attached a corrected version.

If you need further information, please contact Anthony Curzi at (213) 974-6443 or
acurzi@planning.lacounty.gov. Department office hours are Monday through Thursday
from 7:00 a.m. to 6:00 p.m. The Department is closed on Fridays.

SD:AMC

Attachments: Revised Draft Conditions
DRAFT CONDITIONS OF APPROVAL
COUNTY OF LOS ANGELES
CONDITIONAL USE PERMIT NO. RPPL2016001556

PROJECT DESCRIPTION
A conditional use permit to authorize the construction, operation, and maintenance of a 42.0-megawatt photovoltaic solar renewable energy facility in two phases and for grading in excess of 100,000 cubic yards on a 107-acre property in a Significant Ecological Area.

GENERAL CONDITIONS

1. Unless otherwise apparent from the context, the term “permittee” shall include the applicant, owner of the property, tenants and licensees of the property, and any other person, corporation, or other entity making use of this grant.

2. This grant shall not be effective for any purpose until the permittee, and the owner of the subject property if other than the permittee, have filed at the office of the Los Angeles County ("County") Department of Regional Planning ("Regional Planning") their affidavit stating that they are aware of and agree to accept all of the conditions of this grant, and that the conditions of the grant have been recorded as required by Condition No. 7, and until all required monies have been paid pursuant to Conditions No. 10, 11, and 14. Notwithstanding the foregoing, this Condition No. 2 and Conditions No. 4, 5, 9, and 12 shall be effective immediately upon the date of final approval of this grant by the County.

3. Unless otherwise apparent from the context, the term "date of final approval" shall mean the date the County's action becomes effective pursuant to Section 22.60.260 of the County Code.

4. The permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009 or any other applicable limitations period. The County shall promptly notify the permittee of any claim, action, or proceeding and the County shall reasonably cooperate in the defense. If the County fails to promptly notify the permittee of any claim, action, or proceeding, or if the County fails to cooperate reasonably in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the County.

5. In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within 10 days of the filing make an initial deposit with Regional Planning in the amount of up to $5,000.00, from which actual costs and expenses shall be billed and deducted for the purpose of defraying the costs or expenses involved in Regional Planning's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance provided to permittee or permittee's counsel.
If during the litigation process, actual costs or expenses incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of $5,000.00. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

At the sole discretion of the permittee, the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Additionally, the cost for collection and duplication of records and other related documents shall be paid by the permittee according to County Code Section 2.170.010.

6. If any material provision of this grant is held or declared to be invalid by a court of competent jurisdiction, the permit shall be void and the privileges granted hereunder shall lapse.

7. Prior to the use of this grant, the permittee, or the owner of the subject property if other than the permittee, shall record the terms and conditions of the grant in the office of the County Registrar-Recorder/County Clerk (“Recorder”). In addition, upon any transfer or lease of the property during the term of this grant, the permittee, or the owner of the subject property if other than the permittee, shall promptly provide a copy of the grant and its conditions to the transferee or lessee of the subject property.

8. This grant shall terminate on May 2, 2048. Entitlement to use of the property thereafter shall be subject to the regulations then in effect. If the permittee intends to continue operations after such date, whether or not the permittee proposes any modifications to the use at that time, the permittee shall file a new conditional use permit application with Regional Planning, or shall otherwise comply with the applicable requirements at that time. Such application shall be filed at least six (6) months prior to the expiration date of this grant and shall be accompanied by the required fee. In the event that the permittee seeks to discontinue or otherwise change the use, notice is hereby given that the use of such property may require additional or different permits and would be subject to the then-applicable regulations.

9. This grant shall expire unless used within two (2) years from the date of final approval of the grant. A single one-year time extension may be requested in writing and with the payment of the applicable fee prior to such expiration date.

10. The subject property shall be maintained and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in full compliance shall be a violation of these conditions. Inspections shall be made to ensure compliance with the conditions of this grant as well as to ensure that any development undertaken on the subject property is in accordance with the approved site plan on file. The permittee shall deposit with the County the sum of $10,000.00. The deposit shall be placed in a performance fund draw-down account, which shall be used exclusively to compensate Regional Planning for all expenses incurred while inspecting the
premises to determine the permittee's compliance with the conditions of approval. The permittee shall replenish the fund to provide for additional inspections to cover the life of the grant. If the actual costs incurred have reached 80 percent of the initial deposit ($8,000.00), and the permittee has been notified, the permittee shall deposit supplemental funds to bring the balance up to the initial deposit ($10,000.00) within 10 business days of such notification. Inspections may be unannounced.

If additional inspections are required to ensure compliance with the conditions of this grant, or if any inspection discloses that the subject property is being used in violation of any one of the conditions of this grant, the permittee shall be financially responsible and shall reimburse Regional Planning for all additional enforcement efforts necessary to bring the subject property into compliance. The amount charged for additional inspections shall be $200.00 per inspection, or the current recovery cost at the time any additional inspections are required, whichever is greater.

11. Within five (5) working days from the day after the appeal period ends on January 14, 2015, the permittee shall remit processing fees payable to the County of Los Angeles in connection with the filing and posting of a Notice of Determination (NOD) for this project and its entitlements in compliance with Section 21152 of the Public Resources Code. Unless a Certificate of Exemption is issued by the California Department of Fish and Wildlife pursuant to Section 711.4 of the California Fish and Game Code, the permittee shall pay the fees in effect at the time of the filing of the NOD, as provided for in Section 711.4 of the Fish and Game Code, currently $2,285.25 ($2,210.25 for a Negative Declaration or Mitigated Negative Declaration plus $75.00 processing fee), or $3,145.00 ($3,070.00 for an Environmental Impact Report plus $75.00 processing fee.) No land use project subject to this requirement is final, vested or operative until the fee is paid.

12. The permittee shall comply with all mitigation measures identified in the Mitigation Monitoring Program ("MMP"), which are incorporated by this reference as if set forth fully herein.

13. Within thirty (30) days of the date of final approval of the grant by the County, the permittee shall record a covenant and agreement, which attaches the Mitigation Monitoring Program ("MMP") and agrees to comply with the mitigation measures imposed by the Mitigated Negative Declaration for this project, in the office of the Recorder. Prior to recordation of the covenant, the permittee shall submit a draft copy of the covenant and agreement to Regional Planning for review and approval. As a means of ensuring the effectiveness of the mitigation measures, the permittee shall contact Regional Planning prior to the beginning of any construction, grading, and/or or ground disturbance. The permittee shall maintain a log and all documents and reports which substantiate compliance with all mitigation measures and must provide to Regional Planning such documentation upon request. The permittee shall submit annual mitigation monitoring reports to Regional Planning demonstrating compliance with all mitigation measures. The log and annual reports shall also describe the status of the permittee's compliance with all mitigation measures.
14. The permittee shall deposit an initial sum of $6,000.00 with Regional Planning within thirty (30) days of the date of final approval of this grant in order to defray the cost of reviewing and verifying the information contained in the reports required by the MMP. The permittee shall replenish the mitigation monitoring account if necessary until all mitigation measures have been implemented and completed.

15. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the Regional Planning Commission ("Commission") or a Hearing Officer may, after conducting a public hearing, revoke or modify this grant, if the Commission or Hearing Officer finds that these conditions have been violated or that this grant has been exercised so as to be detrimental to the public’s health or safety or so as to be a nuisance, or as otherwise authorized pursuant to Chapter 22.56, Part 13 of the County Code.

16. All development pursuant to this grant must be kept in full compliance with the County Fire Code to the satisfaction of said department.

17. All development pursuant to this grant shall conform with the requirements of the County Department of Public Works ("Public Works") to the satisfaction of said department.

18. All development pursuant to this grant shall comply with the requirements of Title 22 of the County Code and of the specific zoning of the subject property, unless specifically modified by this grant, as set forth in these conditions, including the approved Exhibit "A," or a revised Exhibit "A" approved by the Director of Regional Planning ("Director").

19. The permittee shall maintain the subject property in a neat and orderly fashion. The permittee shall maintain free of litter all areas of the premises over which the permittee has control.

20. All structures, wells and fences open to public view shall remain free of graffiti or other extraneous markings, drawings, or signage that was not approved by Regional Planning. These shall include any of the above that do not directly relate to the business being operated on the premises or that do not provide pertinent information about said premises. The only exceptions shall be seasonal decorations or signage provided under the auspices of a civic or non-profit organization.

In the event of graffiti or other extraneous markings occurring, the permittee shall remove or cover said markings, drawings, or signage within 24 hours of notification of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces.

21. The subject property shall be developed and maintained in substantial conformance with the plans marked Exhibit "A." If changes to any of the plans marked Exhibit "A" are required as a result of instruction given at the public hearing, three (3) copies of a modified Exhibit "A" shall be submitted to Regional Planning by July 2, 2018.
22. In the event that subsequent revisions to the approved Exhibit “A” are submitted, the permittee shall submit three (3) copies of the proposed plans to the Director for review and approval. All revised plans must substantially conform to the originally approved Exhibit “A”. All revised plans must be accompanied by the written authorization of the property owner(s) and applicable fee for such revision.

PERMIT-SPECIFIC CONDITIONS – CONDITIONAL USE PERMIT (SOLAR FACILITY)

23. This grant shall authorize the construction, operation, and maintenance of a photovoltaic solar renewable energy facility in two phases and for grading in excess of 100,000 cubic yards on a 107-acre site in a Significant Ecological Area.

24. The permittee shall record a covenant to hold the Project’s parcels as one and shall submit such covenant to Regional Planning by August 2, 2018.

25. The permittee shall submit to Regional Planning a Fence Screening and Landscaping/Revegetation Plan for review and approval and shall comply with all requirements of such plan. Such plan shall include: (1) where necessary, screening of the perimeter fence with slats or other material acceptable to Regional Planning, (2) where necessary, a perimeter fence landscape buffer, and (3) methods to remediate for vegetation loss, such as replanting and hydroseding, anywhere on the Project Site as a result of construction. Prior to submitting such plan to Regional Planning, the permittee shall submit the plan to the Roosevelt Town Council for their review and comment.

26. The permittee shall irrigate the perimeter landscaping (where perimeter landscaping is determined to be necessary by Regional Planning as part of the Fence Screening and Landscaping/Revegetation Plan referenced in Condition No. 25) for a minimum of three years or until the landscaping has successfully established. The permittee shall ensure that the perimeter landscaping remains successfully established to the satisfaction of Regional Planning throughout the entire grant term. The permittee shall maintain all landscaping in a neat, clean, and healthful condition and shall properly prune, weed, remove litter, fertilize and replace plants when necessary. The permittee shall continue irrigation of perimeter landscaping and revegetate as reasonably necessary to maintain the health of the landscaping throughout the life of this grant to the satisfaction of Regional Planning. Perimeter fence screening slats or material shall be maintained in good condition and missing, tattered, or torn pieces shall be repaired or replaced as necessary. Any area on the Project Site in need of revegetation as a result of Project construction shall also be maintained until successfully reestablished.

27. Prior to any ground disturbance and/or the issuance of grading permits, the permittee shall submit a dust control plan, including a dust plume response plan, for review and approval by Regional Planning and the Antelope Valley Air Quality Management District (AVAQMD). The permittee shall abide by all requirements and conditions of the approved dust control plan.
28. Prior to obtaining any building permit, the permittee shall provide the County with a decommissioning plan ("Decommissioning Plan") in connection with any and/or all of the terminating events described in Condition No. 31, which Plan shall include, at a minimum, a detailed plan for decommissioning and deconstructing the facility and for restoration of the site (collectively referred to as "decommissioning"). The Decommissioning Plan shall be developed to the satisfaction of the Director and the Director of Public Works and subject to their review and approval.

The Decommissioning Plan shall provide for, including, but not limited to, the following:

a. Removal of solar panel structures and all appurtenant above-ground equipment;
b. Removal of on-site overhead poles and above-ground electricity lines;
c. Removal of all on-site water and sewage lines and septic tanks;
d. Removal of permanent above-ground transmission lines and poles located in the public right-of-way if determined not usable by Public Works and/or any other applicable public or private utility;
e. Restoration of any disturbed soil and revegetation of the site to its pre-construction condition, with native vegetation similar to the vegetation in the surrounding vicinity;
f. Restoration or reclamation of project roads to their pre-construction condition unless the then-existing owner of the site elects to retain the improved roads for access throughout the site;
g. Documentation of the pre-construction condition of the project site, including, but not limited to, a photographic record; and
h. Details of the performance and financial assurance guarantees described in Condition No. 28, explaining the amounts and schedule for the provision of such guarantees.

29. Prior to obtaining any building permits, the permittee shall provide to the County, to the satisfaction of the Directors of Regional Planning and Public Works, performance and financial assurance guarantees in an amount sufficient to ensure the performance of the approved Decommissioning Plan, as described in Condition No. 27. Additionally, the permittee shall be solely responsible for the costs and expenses associated with decommissioning the site after any of the terminating events described in Condition No. 31. In the event that the performance and financial assurance guarantees are not sufficient to fully compensate the County for the cost and expense of decommissioning the site, the permittee shall be responsible for compensating the County for any shortfall. In determining the sufficiency of the performance and financial assurance guarantees, the residual value of the solar panels, support structures, and other salvageable equipment (collectively "Salvageable Property") shall be considered. The residual value of the real property itself shall not be considered or included in the determination of whether the performance and financial guarantees are sufficient.

With respect to the performance and financial assurance guarantees, the following requirements shall apply:
a. The permittee shall ensure that such guarantees are detailed in the approved Decommissioning Plan to the satisfaction of the Directors of Regional Planning and Public Works, and that such Decommissioning Plan shall explain the amounts and schedule for the provision of such guarantees.

b. The permittee shall provide a report to the Director of Regional Planning every five years after the date of final approval of this grant to confirm that the performance and financial assurance guarantees are sufficient to ensure performance and implementation of the Decommissioning Plan. The report shall be subject to review and approval by the Director and Director of Public Works particularly as to whether the performance and financial assurance guarantees are adequate to meet existing conditions at the time of the report.

A decommissioning pro forma summarizing the residual value of the Salvageable Property shall be included in the report. The pro forma shall include, at a minimum, the expected revenue from all Salvageable Property, as defined in this Condition No. 28, the then-current cost of decommissioning the site, as required by the approved Decommissioning Plan, and the then-current value of any performance and financial assurance guarantees that have been provide as of the date of such report. In the event it is determined that the performance and financial assurance guarantees as insufficient to perform the decommissioning of the site as required by the approved Decommissioning Plan, the permittee shall be required to provide additional performance and financial assurance guarantees to the satisfaction of the Director and the Director of Public Works;

c. Any funds not used by the County in connection with decommissioning the site shall be returned to the permittee; and

d. The performance and financial assurance guarantees may consist of, including, but not limited to, one or more of the following, to the satisfaction of the Directors of Regional Planning and Public Works:

(1) An irrevocable letter of credit;

(2) A surety bond;

(3) An appropriate insurance policy;

(4) A trust fund or escrow account established and maintained in accordance with approved financial assurances and practices to guarantee that decommissioning the site will be completed in accordance with the approved Decommissioning Plan as approved by the Department of Public Works; or

(5) Other financial assurances as reviewed and approved by the respective County administrative offices, in consultation with Regional Planning.

A corporate guarantee shall not be considered a sufficient financial assurance guarantee.
30. Upon discontinuance of the permittee's operation as set forth in Condition No. 31, abandonment of the project in whole or in part, or termination of this grant as described in Condition No. 8, and in the event that a new permit application is not timely filed for a continued similar use or reuse of the site, the permittee shall perform decommissioning in accordance with the approved Decommissioning Plan, or compensate the County for use of a County-contracted consultant to perform such decommissioning. In the alternative, and at the County's sole election, the County shall be entitled to use any performance and/or financial assurance guarantees, as described in Condition No. 28(d), to perform the decommissioning itself or to contract for such decommissioning. The permittee shall grant the County the necessary access to the subject property to perform such decommissioning or to allow a County-retained contractor to perform such decommissioning.

31. In the event that any portion of the solar field is not in operational condition for a consecutive period of 24 months, operations for the portion of the site shall be deemed to have been discontinued and that portion of the facility shall be removed from the site within 60 days from the date that written notice is sent to the permittee from Regional Planning. Within this 60-day period, the permittee may provide the Director of Regional Planning a written request and justification for an extension of up to 12 months to resume operations of that portion of the site, which request shall be subject to the satisfaction and approval of the Director. A second written request and justification for a second extension of up to 12 months may also be submitted, which the Director may grant if the request is adequately justified based on the Director's determination. In no event shall the operations of the solar field or portion of the solar field be discontinued for more than 36 months from the date such operations were first deemed discontinued without being decommissioned pursuant to the approved Decommissioning Plan. Further, in no event shall any extension of the period to resume operations of any portion of the site pursuant to this Condition No. 31 be deemed to extend the term or expiration date of this grant.

32. The permittee shall record a dedicated open space conservation covenant for the on-site 13.8-acre mitigation area and submit a record of this easement to Regional Planning by August 2, 2018. The permittee shall have this dedicated open space mitigation area depicted on the Exhibit “A”.

33. Nothing in this grant shall prevent the permittee from installing more efficient solar panels in the future, increasing output, provided the footprint and overall disturbance area of the project does not substantially change. At such time the permittee wishes to install more efficient solar panels, a Revised Exhibit “A” shall be submitted to the County for such installation.

34. Appropriate training for respiratory protection shall be provided to construction workers. Dust masks (National Institute for Occupational Safety and Health [NIOSH] approved) shall be provided with proper training to construction workers to mitigate against dust exposure and possibly Valley Fever during high-wind events and/or dust-generating activities. Evidence of this training shall be kept on site and shall be made available to County staff upon request.
35. The project shall comply with all requirements of the Rural Outdoor Lighting District. If lighting is proposed, a lighting plan shall be submitted to Regional Planning for review and approval by the Director.

36. The water tank on the subject property shall be painted an earth-tone color (beige, sand, taupe or similar colors) to blend in with the surroundings, subject to review and approval by the Director.

37. Mobile sanitation facilities and a potable drinking water supply shall be made available to workers during construction of the Project subject to the satisfaction of the Department of Public Health (“Public Health”).

38. The permittee shall make use of the manufacturer’s photovoltaic solar panel recycling program. Other panel recycling programs may be used as well subject to approval of the Director.

39. The permittee shall provide parking as required by the County Code, calculated at a parking ratio of one parking space for each two persons employed. The unmanned solar photovoltaic facility does not include operations buildings or other buildings but does require occasional servicing, which requires one space per two persons servicing the facility. These spaces do not have to be marked. During construction parking shall be provided on-site and/or off-site at a location approved by the Director.

40. The permittee shall abide by the following dust control measures:

a. During site preparation and during operations, vegetation shall be retained or mowed in and around array sites to prevent vegetative root loss. Disking, tilling, or grading of array sites is prohibited except where specifically authorized by Public Works. Roads, drainage basins, equipment pads, and any other required earthwork authorized by Public Works shall be done in compliance with grading regulations;

b. Maintain dust control using (to the extent applicable) phased earthwork, watering, clean gravel, composted wood chips not to exceed 6 inches in depth, application of non-toxic soil stabilizers on disturbed areas, revegetation, limited public access on unpaved areas, speed limits on construction sites, and other dust control measures used during construction, operations, and removal and restoration activities;

c. If required by AVAQMD, during construction, the permittee shall provide on the Project site weather stations, monitors with wind speed, wind direction, temperature and humidity sensors, and mechanical dust-monitoring devices, placed to the satisfaction to AVAQMD, to ensure the effectiveness of the Project’s dust control plan;

d. Establish vegetation along certain portions of the Project perimeter, where required by the Fence Screening and Landscaping/Revegetation Plan, as early as feasible following Project approval for both visual screening and to limit off-site movement of dust.
e. During construction, the permittee shall pay the costs of an on-site mitigation and conditions compliance monitor, satisfactory to the Director, to independently monitor and report on Project compliance. The monitor shall be on-site during all site preparation, grading, and excavation and backfilling work.

41. Temporary screening of construction and staging areas (e.g. fencing with fabric or slats) shall be installed prior to construction/ground-disturbing activities to the satisfaction of Regional Planning.

42. Wildlife-friendly perimeter fencing shall be erected subject to review and approval by the Director.

43. The use of insecticides, herbicides, anti-coagulant rodenticides or any toxic chemical substance which has the potential to significantly degrade biological resources shall be prohibited, except where necessary to protect or enhance the habitat itself, such as for eradication of invasive plant species or habitat restoration, and where there are no feasible alternatives that would result in fewer adverse effects to the habitat value of the site. Such use shall be subject to approval by Regional Planning.

44. The Regional Planning project number, conditional use permit number and lease holder contact information shall be prominently displayed on the facility accessible to the public where it can be easily viewed at or near eye level.


Attachments:
- Mitigation Monitoring Program (pages 1-4)
- Public Works/Fire Public Health Department Letters