
MEMORANDUM OF UNDERSTANDING
BETWEEN THE SITES PROJECT AUTHORITY AND
COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT
RELATED TO THE SITES RESERVOIR PROJECT

This Memorandum of Understanding (MOU) is entered into by the Sites Project Authority (Sites Authority) and Colusa County Air Pollution Control District (Air District) for the purposes of mitigating air quality impacts generated by the Sites Reservoir Project (Sites Project) within the Air District's boundaries. The Sites Authority and Air District are collectively referred to herein as "Parties" with each being a "Party".

RECITALS

- A. WHEREAS, the Air District is an air pollution control district formed by Colusa County; and
- B. WHEREAS, the Air District is responsible for developing and implementing air quality control measures within district boundaries as depicted in Exhibit 1, including air quality control measures for stationary sources and indirect sources; and
- C. WHEREAS, the Air District is in attainment of Federal ambient air quality standards; and
- D. WHEREAS, emission of certain criteria pollutants from construction of the Sites Authority's planned Sites Project within Air District's boundaries could threaten the attainment status; and
- E. WHEREAS, the Sites Authority, is planning to construct and operate the Sites Project, a new off-stream water storage reservoir in the western Sacramento Valley near the community of Maxwell, California, associated facilities such as dams, dikes, smaller regulating reservoirs, and ancillary facilities such as recreation areas, new paved roads, and administration buildings as depicted in Exhibits 2 and 3; and
- F. WHEREAS, the Sites Project includes components/facilities that will be constructed and operated within the Air District's boundaries; and
- G. WHEREAS, to comply with the California Environmental Quality Act (CEQA) and its implementing Guidelines, the Sites Authority released a Final Environmental

Impact Report/Environmental Impact Statement (Final EIR/EIS) for the Sites Project on November 2, 2023. The Sites Authority certified the Final EIR and adopted CEQA Findings, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program, and adopted the Sites Project with Board Resolution 2023-02 at its November 17, 2023 meeting; and

- H. WHEREAS, the Sites Authority found in the Final EIR/EIS and Resolution 2023-02 that construction of the Sites Project, even with best management practices (BMP) and mitigation measures (MM) to reduce emissions, would exceed the applicable air quality thresholds and cause significant air quality impacts within the Air District's boundaries from emissions of nitrogen oxides (NOx) and particulate matter of 10 microns or less in diameter (PM10); and
- I. WHEREAS, the Final EIR/EIS and Resolution 2023-02 committed the Sites Authority to entering into an MOU with the Air District via MM AQ-1.2 (Exhibit 4) to reduce emissions that exceed applicable air district thresholds for NOx and PM10 emissions through offsite mitigation programs administered by the Air District, and the Parties intend for this MOU to fully satisfy the Sites Authority's obligation to implement MM AQ-1.2 for emissions generated within the Air District's boundaries; and
- J. WHEREAS, the Air District will develop offsite emissions mitigation programs around several core principles, including cost-effectiveness, integrity, effective program administration, customer service, the efficient use of Air District's resources, fiscal transparency and public accountability; and
- K. WHEREAS, the Air District's offsite mitigation programs will be regularly audited through Air District standard review processes; and
- L. WHEREAS, the Air District has determined that with funding from the Sites Authority under this MOU, the Air District can source and secure offsite programs to mitigate the NOx and PM10 emissions that are expected to result from construction of the Sites Project within the Air District's boundaries.

AGREEMENT

The Sites Authority and the Air District agree to the following:

1. Mitigation of Construction Emissions of Criteria Pollutants
 - a. The Sites Authority shall mitigate Sites Project related construction emissions of NOx and PM10 that are in exceedance of the applicable thresholds, to the extent feasible, by paying a mitigation fee to the Air District for the construction actions within Air District boundaries as follows:
 - i. The Sites Authority will pay a non-refundable deposit of no less than

10% of the estimated mitigation fee amount for each year¹ of Sites Project construction, by November of the preceding year for the forthcoming year's construction activities. The estimated fee amount for the purposes of determining the deposit will be informed by the construction emissions modeling presented in the Final EIR/EIS and included in Exhibit 5. Any excess mitigation fees paid for the final year of construction shall be non-refundable and will be retained by the Air District to administer and expand emission reduction programs that provide air-quality benefits within the District. The Sites Authority may choose to conduct modeling prior to the beginning of the forthcoming year's construction activities to refine the Final EIR/EIS estimates included in Exhibit 5. If such additional modeling is conducted by the Sites Authority, the Sites Authority shall submit a report summarizing the modeling and model results by June 1 of each year that such modeling is conducted.

- ii. Mitigation fee rates for all payments by the Sites Authority are as follows:
 1. The mitigation fee rate per ton of NOx will be \$34,000
 2. The mitigation fee rate per ton of PM10 will be \$34,000
- iii. In addition to the mitigation fee identified in Paragraph 1.a.i. above, the Sites Authority shall also pay an Administrative Fee of 7.25% of the annual mitigation fees paid by the Sites Authority. Administrative Fees are non-refundable.
- iv. The Authority and the Air District shall meet and confer within one year of execution of this Agreement, with the most recent construction schedule available at that time, to determine the first year of construction that is expected to have emissions over the thresholds. The Administrative Fee shall be paid annually, with the non-refundable deposit, preceding the first year of construction that is expected to have emissions over the thresholds. The annual payment of the Administrative Fee shall be determined by the estimated mitigation fee amount for each year of Sites Project construction calculated in Paragraph 1.a.i. above².

The Parties may meet and confer and mutually agree to early payments of the Administrative Fee.

¹ For purposes of this MOU, the reference to the timeframe "year" is defined as a calendar year and shall mean the period commencing on January 1 and ending on December 31 of the same year.

² For example, if the estimated annual mitigation fee is \$10,000,000, the Administrative Fee would be \$725,000. The Sites Authority would pay the non-refundable deposit (\$1,000,000) plus the Administration Fee (\$725,000) for a total of \$1,725,000 by November the year proceeding construction emissions.

- v. The Parties to this MOU will collaboratively develop and agree upon a protocol to quantify the Sites Project's actual construction emissions. The protocol may be amended from time to time in collaboration with, and by agreement of, the Parties to this MOU.
- vi. The Sites Project's actual construction emissions will be quantified on an annual basis using the agreed-upon quantification protocols in Paragraph 1.a.v. By March 15 of the year following each construction year, the Sites Authority will submit a report to the Air District identifying the construction emissions for the preceding year of construction. The reports will identify at least the following: the methodology for determining actual construction emissions; actual construction emissions by air district; and, if applicable, actual emissions that exceeded the thresholds of significance along with the mitigation payment amount and Administrative Fee adjustments for these exceedances based on the mitigation fee amount in Paragraph 1.a.ii above and Administrative Fee in Paragraph 1.a.iii above.
- vii. If the Sites Project's actual construction emissions of NO_x and PM₁₀ that are in exceedance of the applicable thresholds during a year of construction exceed the construction emissions estimate that formed the initial deposit provided by the Sites Authority in Paragraph 1.a.i, the Sites Authority will pay an additional fee in an amount equal to the difference in emissions multiplied by the mitigation fees in Paragraph 1.a.ii by April 30 of the year following each construction year. Similarly, the Sites Authority will also pay an additional Administrative Fee in an amount equal to 7.25% of the additional mitigation fee described in this Paragraph.
- viii. If the Sites Project's actual construction emissions during a year of construction do not exceed the thresholds of significance identified in the Final EIR/EIS or do not exceed the construction emissions estimate that formed the initial deposit provided by the Sites Authority in Paragraph 1.a.i, any deposit(s) paid, or remaining deposit paid, will be carried forward to the next year. Similarly, any overpay of the Administrative Fee will also be carried forward to the next year (noting that any overpayment of the Administrative Fee at the end of this Agreement is non-refundable consistent with Paragraph a.1.iii).
- ix. If the Air District disagrees with the Sites Authority's actual construction emissions provided in the Sites Authority's annual report, the Air District shall notify the Sites Authority within 90 days of receipt of the annual report. The Parties shall meet and confer in good faith to discuss the disagreement and how to improve the Sites Project's actual construction emissions. The Parties shall work together to identify and agree upon a resolution. If agreement is

reached, then the Parties shall implement the agreement. If agreement is not reached, then the Parties shall proceed through the Dispute Resolution process as specified in Paragraph 7 of this MOU.

- x. As described in WHEREAS Paragraphs H and I, the Sites Authority has committed in its Board Resolution 2023-02 to implementing best management practices and mitigation measures to reduce the Sites Project's air quality impacts, including entering into this MOU. Although not anticipated at this time, in the event that reducing emissions as a mitigation strategy becomes cumulatively cost-prohibitive (i.e., actual construction emissions are substantially greater than estimated in the Final EIR/EIS), the Sites Authority will notify the Air District as soon as practical. The Sites Authority and the Air District will collaboratively explore innovative solutions for cost-effective mitigation strategies. The Parties shall meet and confer in good faith to discuss and either Party may elect to terminate the Agreement pursuant to the procedures in Paragraph 5.c. Upon termination for the purposes in this paragraph, the Authority is not entitled to a refund of any previously paid mitigation payment.
 - xi. The Parties recognize that the Sites Reservoir Project is currently in the design phase. Changes to the Project may occur as the Project design and construction means and methods are finalized. The Authority will notify the Air District as soon as reasonably practical in the event of a substantial design change or substantial change in construction means and methods, as compared to the Project as analyzed in the Final EIR/EIS, that may result in a substantial increase in the Project's construction NOx or PM10 emissions or in emissions of new criteria pollutants that may exceed thresholds. In the event of notification by the Sites Authority under this Paragraph, the Parties agree to meet and confer in good faith to consider adjustments to this MOU. Additionally, once construction has begun, the Sites Authority and the Air District will confer every six months, or at another mutually agreed-upon frequency, to review construction planning. These recurring discussions are intended to provide the Air District with timely information on construction progress to support its workload and staffing planning.
- b. Using the funding provided by the Sites Authority, the Air District shall use diligent efforts to identify emission reduction projects through their then-existing offsite emissions mitigation programs to fund projects that reduce NOx and PM10 emissions.
 - i. For those funds provided under this MOU, the Air District shall implement emissions reduction projects in geographies closest to the Sites Project first and go to larger geographies (i.e., other Air Districts

in the Sacramento Valley Air Basin) if adequate emission reduction projects cannot be found in closer geographies. All emission reduction projects must occur within the Sacramento Valley Air Basin.

- ii. By March 15 of each year, the Air Districts will provide the Sites Authority with a list of emission reduction projects implemented in the prior. calendar year by funds provided by the Sites Authority.
- iii. For the purposes of this MOU, emission reductions projects are reductions that are not otherwise required by existing laws and regulations and would not have otherwise been achieved without direct financial support of the Sites Authority.
- iv. Emissions reductions projects will be selected by the Air District following their then-existing offsite emissions mitigation programs. The Sites Authority will not have a role in selection of emissions reductions projects. Considering that there may be a number of factors that the Air District considers in selecting emissions reductions projects, full and complete payment of the mitigation payment amount represents the Sites Authority complete financial obligation under this MOU, regardless of the amount of emissions reductions generated by the emissions reductions projects funded in whole or in part by the funds provided by the Sites Authority.
- v. Although not anticipated at this time, reducing emissions as a mitigation strategy may be deemed infeasible by the Air District if insufficient emissions reductions projects existing in the Air District and in other air districts in the Sacramento Valley Air Basin or for other reasons identified by the Air District. Under these circumstances, the Air District will provide substantial evidence to the Sites Authority documenting the lack of emissions reductions projects. The Parties shall meet and confer in good faith to discuss and either Party may elect to terminate the Agreement pursuant to the procedures in Paragraph 5.c. Upon termination for the purposes in this paragraph, the Sites Authority is entitled to a refund of any previously paid mitigation payment that has not yet been expended by the Air District.

2. Air District Rules and Scope of this MOU

- a. The Sites Authority acknowledges that it is required to comply with all applicable Air District rules and regulations that are in effect at the time of Sites Project construction, such as the Air District's rules summarized in Appendix 4A, Regulatory Requirements, of the Final EIR/EIS.

- b. This MOU addresses the Sites Project's construction NOx and PM10 emissions within the Air District's boundaries. A future agreement will be developed to address the Sites Project's operations emissions.

3. Collaborative Approach

- a. The Parties shall maintain a collaborative approach and act in good faith with respect to implementation of the provisions in this MOU.
- b. The Parties agree to share records, accounting and reporting as reasonably necessary to implement the provisions of this MOU.

4. Amendments

- a. The Parties agree to work cooperatively over the MOU duration to evaluate any amendments necessary to this MOU. Amendments may be necessary to reflect any relevant circumstances that may change, including but not limited to changing state and federal law requirements related to air quality, changes in federal or state attainment status of the Sacramento Valley Air Basin, changing and evolving Sites Project funding, or changing state and/or federal law requirements.
- b. The MOU duration can be amended if warranted by delays in the Sites Project's schedule or in identifying suitable emission reduction projects.
- c. Amendments to this MOU must be made by written agreement by all Parties.

5. MOU Duration

- a. Effective Date – This MOU shall commence on the date the last Party executes this MOU and shall continue thereafter, subject to potential amendments pursuant to Paragraph 4, unless terminated pursuant to this Paragraph 5.
- b. Termination – The MOU will terminate two (2) calendar years after the calendar year when construction of the Sites Project is deemed substantially complete by the Authority Board. The Parties acknowledge that construction of the Sites Project could span a decade. The MOU will remain in effect during the two (2) calendar years post-construction period to allow emission reduction projects (e.g., funding and reporting) to be completed.
- c. To terminate prior to the timeframe in Paragraph 5.b., any Party must give written notice (Termination Notice) to the other Party that it wishes to terminate this MOU, with reasonable particularity as to the need for

termination. The Parties shall then negotiate in good faith to address the issues raised in the Termination Notice for a period of at least ninety (90) days after the date of the Termination Notice. If the Parties fail to reach an agreement on the resolution of the issues raised in the Termination Notice within such 90-day period, any Party may terminate this MOU upon thirty (30) days prior written notice to the other Party.

6. Force Majeure Event

- a. For purposes of this MOU, a Force Majeure Event means any act occasioned by a cause beyond the reasonable control of the Parties including, but not limited to, floods, earthquakes, hurricanes or other natural catastrophes, actions by other government agencies, governmental legislation, judicial or administrative orders by other government agencies, casualties, war, insurrection, strikes, civil unrest, terrorism and any other causes that threaten public health or safety generally. Upon the occurrence of a Force Majeure Event, the affected Party shall give prompt written notice thereof to the other Parties, describing the anticipated effect of the Force Majeure Event. The Parties shall meet and confer in good faith to discuss potential responses to the Force Majeure Event. Upon the occurrence of a Force Majeure Event, any Party may elect to terminate the MOU pursuant to the procedures in Paragraph 5.c.

7. Dispute Resolution

- a. Informal Dispute Resolution – In the event of dispute regarding interpretation or implementation of this MOU, the Air Pollution Control Officer, the Executive Director of the Sites Authority, or their authorized representatives, shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute remains unresolved, the Parties will endeavor to resolve the dispute through mediation, as specified in Paragraph 7.b.

No other means of dispute resolution, including mediation or litigation, shall be available to the Parties unless they have exhausted the process provided for in this Paragraph 7.a.

- b. Mediation – If a dispute cannot be resolved through informal dispute resolution as described in Paragraph 7.a, the Parties shall endeavor to settle the dispute using non-binding mediation under the rules of the Judicial Arbitration and Mediation Service (JAMS), the American Arbitration Association (AAA), or any other neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a notice of demand for mediation to the other Parties.

A single mediator that is acceptable to the Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this MOU, if possible.

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs, including required travel and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be equally shared by the Parties to the dispute.

Notwithstanding any JAMS or AAA rules to the contrary, mediation will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (Evidence Code §§ 1115 – 1128; 1152) and will not be used for any other purpose unless otherwise agreed by the Parties in writing.

Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties.

- c. If the Parties fail to resolve their dispute through mediation, including execution of a final written agreement, either Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.
- d. Nothing in this Paragraph 7 shall relieve the Parties from performing their obligations under this MOU. The Parties shall be required to comply with this MOU, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this MOU.

8. Section Headings

The section headings of this MOU are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective sections.

9. Opinion and Determination

Where the terms of this MOU provide for actions to be based upon the opinion, judgment, approval, review, or determination of any Party, such terms will be reasonably construed.

10. Further Documentation

The Parties agree to execute any further documents reasonably necessary to

effectuate the terms of this MOU, as long as the terms and provisions of the other documents are fully consistent with the terms of this MOU.

11. Entire Agreement

This MOU and the attachments to it contain the entire understanding of the Parties relating to this subject matter and shall supersede any prior written or oral agreements or communications between the Parties pertaining to that subject matter.

12. Modification of Agreement

No amendment to the terms and conditions of this MOU shall be valid unless made in writing and signed by all the Parties to this MOU.

13. Signature Clause

The signatories represent that they have been appropriately authorized to execute this MOU on behalf of the Party for whom they sign.

14. Execution

The Parties agree that this MOU can be executed in counter parts and by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have entered into this MOU.

Colusa County Air Pollution Control District

Signed by:

Anastacia Allen

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M. Anastacia Allen, Air Pollution Control Officer

9/24/2026 | 11:12 AM PDT

Date

Sites Project Authority

Signed by:

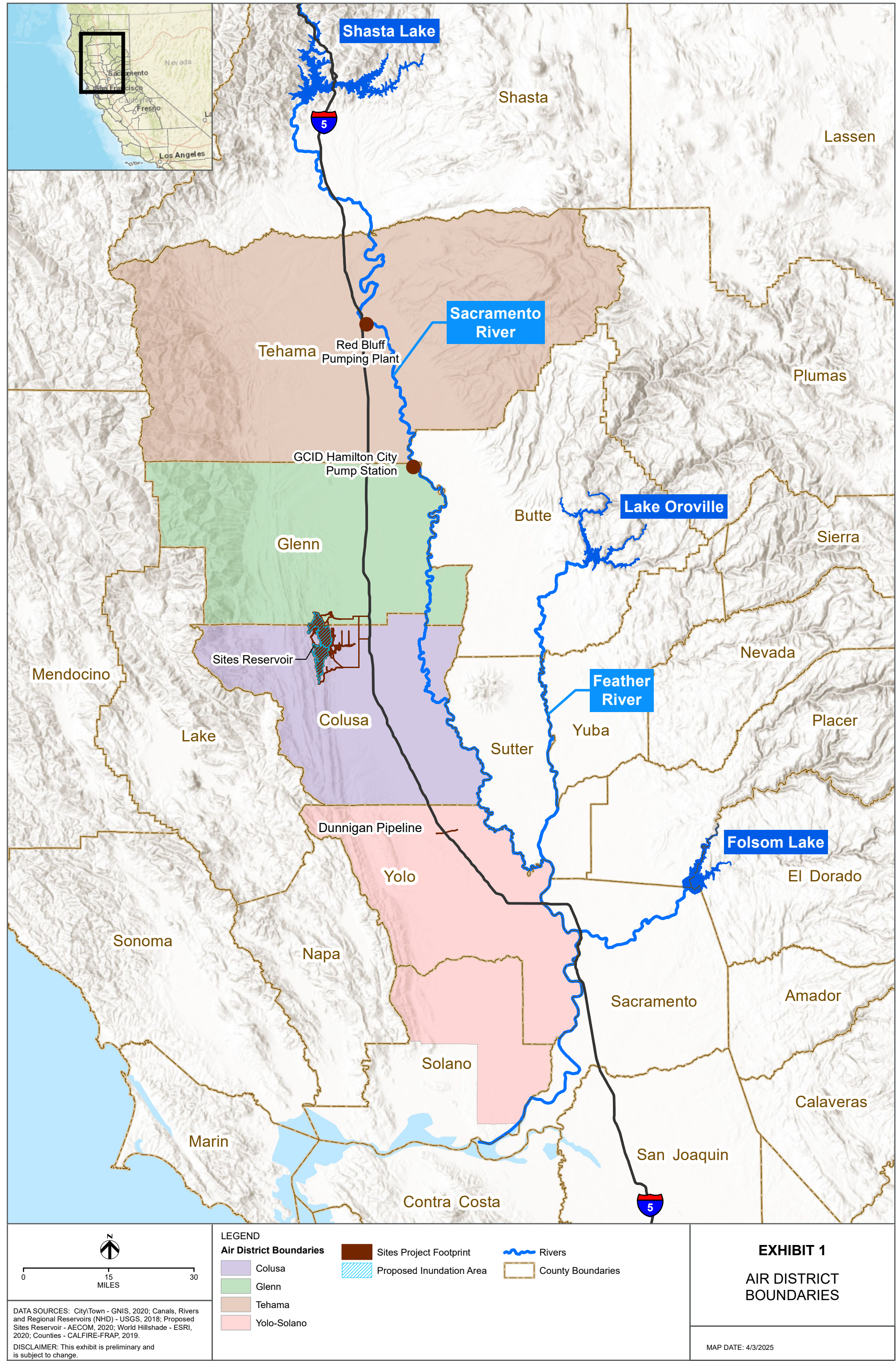
Jerry Brown

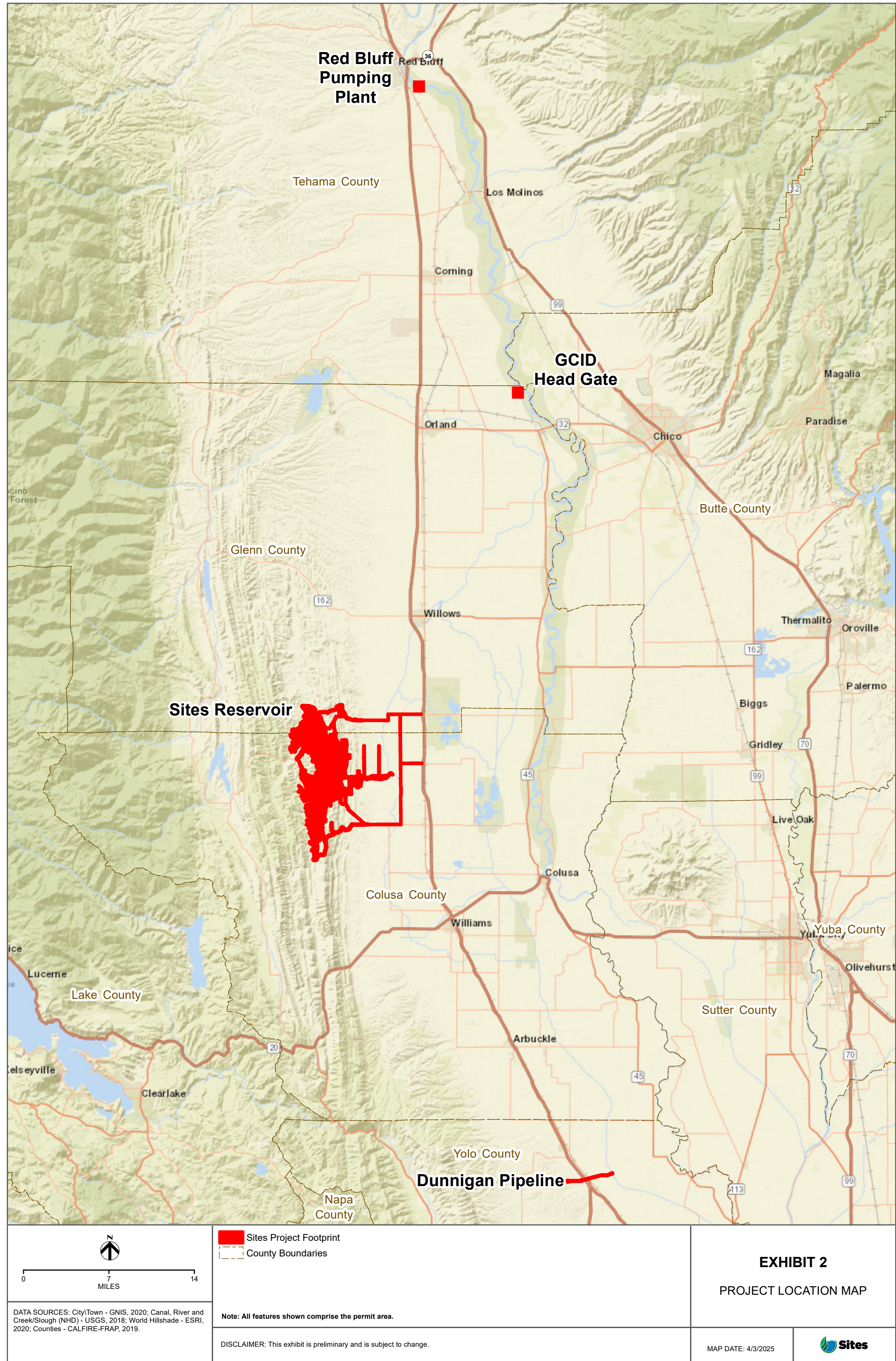
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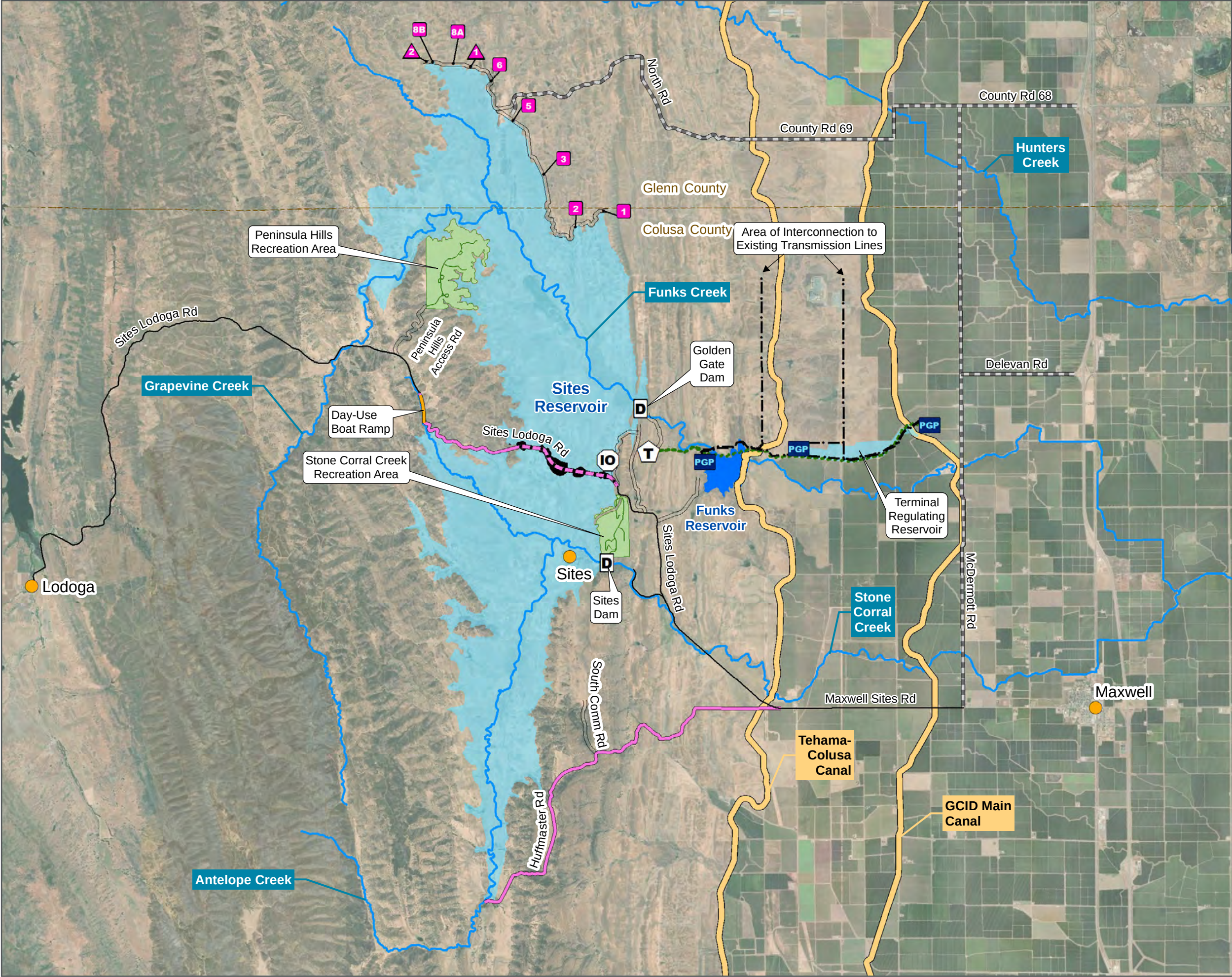
Jerry Brown, Executive Director

9/27/2026 | 9:15 AM PDT

Date







Legend

- City/Town/Community
- Existing Roads
- Canal
- Creek/Slough

Project Features

- Inundation Area (1.5 MAF)
- Underground Pipeline (total of 4)
- Access Roads
- Road Improvements
- Road Realignment
- Transmission Line
- Day-Use Boat Ramp
- Recreation
- Main Dam
- Inlet/Outlet Tower
- Transition Manifold
- Pumping Generating Plant
- Saddle Dikes (total of 2)
- Saddle Dams (total of 7; 8B includes spillway)
- Bridge with Prism Fill

DATA SOURCES: Inlet/Outlet Tower and PGP - ICF, 2020; City/Town - GNIS, 2020; Project Features - AECOM, 2020; Canal, River and Creek/Slough (NHD) - USGS, 2018; Aerial Imagery ESRI 2024; Counties - CALFIRE-FRAP, 2019.

DISCLAIMER: This exhibit is preliminary and is subject to change.

MAP DATE: 4/3/2025

Exhibit 3 - Figure 1

REGULATING RESERVOIRS AND CONVEYANCE AND SITES RESERVOIR FACILITIES

Scale: 0 1 2 MILES

Sites



LEGEND

Red Bluff Pumping Plant

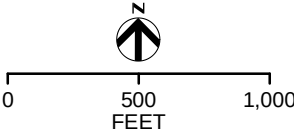
DATA SOURCES: Alternative 3 Footprint - AECOM, 2020; Aerial Imagery ESRI 2024.

DISCLAIMER: This exhibit is preliminary and is subject to change.

MAP DATE: 4/3/2025

EXHIBIT 3 - FIGURE 2

RED BLUFF PUMPING PLANT





- LEGEND**
- Proposed Head Gate Structure
 - Proposed Head Gate Structure Staging Area

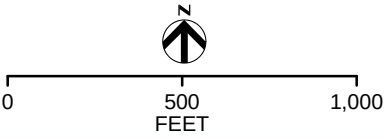
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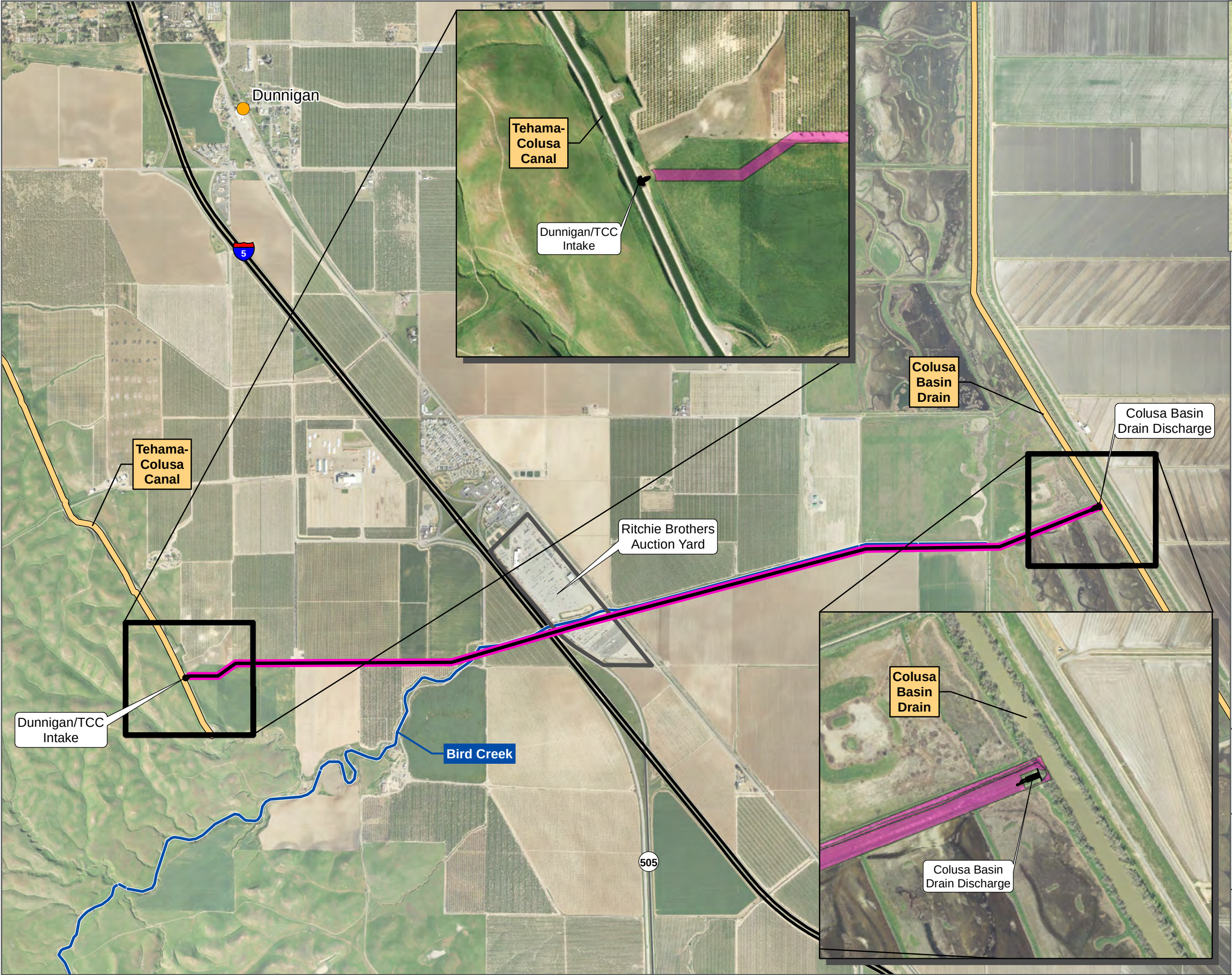
DISCLAIMER: This exhibit is preliminary and is subject to change.

MAP DATE: 4/3/2025

EXHIBIT 3 - FIGURE 3

GLENN-COLUSA IRRIGATION DISTRICT (GCID)
MAIN CANAL HEAD GATE STRUCTURE





- LEGEND**
- City/Town/Community
 - Bird Creek
 - Dunnigan Underground Pipeline

DATA SOURCES: City/Town - GNIS, 2020; Project Features - AECOM, 2020; Canals (NHD) - USGS, 2018; Aerial Imagery ESRI 20214.

DISCLAIMER: This exhibit is preliminary and is subject to change.

MAP DATE: 4/3/2025

EXHIBIT 3 - FIGURE 4

CONVEYANCE TO SACRAMENTO
RIVER COMPONENTS



Exhibit 4 – Final EIR/EIS Mitigation Measure AQ-1.2

Mitigation Measure AQ-1.2 Offset Construction-Generated Criteria Pollutants in CCAPCD, GCAPCD, and YSAQMD

Prior to issuance of construction contracts, the Authority will enter into a memorandum or multiple memoranda of understanding (MOU) with CCAPCD, GCAPCD, YSAQMD, TCAPCD, or other air district located in the SVAB (collectively referred to as the Air Districts), to reduce NOX and PM10. Emissions above the CEQA thresholds will be reduced to the extent practicable and feasible, per the following criteria:

- The Authority will identify emissions offsets in geographies closest to the Project first (Maxwell, Willows, Colusa County, Glenn County) and only go to larger geographies (i.e., other counties in the SVAB) if adequate offsets cannot be found in closer geographies or the procurement of such offsets would create an undue financial burden. All offsets must occur within the SVAB. The Authority will provide the following justification for not using offsets in closer geographies in terms of either availability or cost prohibition.
 - No mechanism or program will be available in the reasonably foreseeable future to track the quantity of offsets available in closer geographies, or it is otherwise not possible to accurately verify and account for the exchange of offsets.
 - Lack of enough offsets available in closer geographies.
 - Prohibitively costly offsets in closer geographies as defined by the Authority.
 - Offsets in any geography within the SVAB would be infeasible based on these criteria as well (lack of enough offsets and/or prohibitively costly as defined above).

The mitigation offset fee amount will be determined at the time of mitigation to fund emissions reduction projects within the SVAB. The Air Districts may require an additional administrative fee to cover staff time, and that fee will be determined in the MOU(s). The mitigation offset fee will be determined by the Authority and the Air Districts based on the type of projects available at the time of mitigation. The fee is intended to fund emissions reduction projects to achieve reductions. Documentation of payment will be provided to the Authority or its designated representative.

The MOU will include details for the annual calculation of required offsets the Authority must achieve, funds to be paid, administrative fee, and the timing of the emissions reduction projects. Acceptance of this fee by the Air Districts will serve as an acknowledgment and commitment by Air Districts to: (1) implement an emissions reduction project(s) within a timeframe to be determined based on the

type of project(s) selected after receipt of the mitigation fee designed to achieve the emission reduction objectives; and (2) provide documentation to the Authority or its designated representative describing the project(s) funded by the mitigation fee, including the amount of emissions reduced (tons per year) in the SVAB from the emissions reduction project(s). To qualify under this mitigation measure, the specific emissions reduction project(s) must result in emission reductions in the SVAB that are real, surplus, quantifiable, enforceable, and will not otherwise be achieved through compliance with existing regulatory requirements or any other legal requirement. Funding will need to be received prior to contracting with participants and should allow enough time to receive and process applications to fund and implement offsite reduction projects prior to commencement of Project activities being reduced. This will roughly equate to 1 year prior to the required mitigation; additional lead time may be necessary depending on the level of offsite emission reductions required for a specific year. Because all of the Air Districts where Project activities would occur are located in the SVAB, the offsets do not need to occur within the same Air District as the emissions exceedances.

Exhibit 5 – Final EIR/EIS Emissions Estimates and Initial Offset Fee Projection – Colusa County Air Pollution Control District

Year	Emissions Above Thresholds (tons) ^a		Initial Offset Fee Projection ^b		
	PM10	NOx	PM10	NOx	Total ^c
Year 1	88	0	\$3,000,000	\$0	\$3,000,000
Year 2	215	24	\$7,300,000	\$800,000	\$8,100,000
Year 3	348	99	\$11,800,000	\$3,400,000	\$15,200,000
Year 4	290	83	\$9,800,000	\$2,800,000	\$12,600,000
Year 5	219	83	\$7,400,000	\$2,800,000	\$10,200,000
Year 6	83	24	\$2,800,000	\$800,000	\$3,600,000
Total ^c	1,242	312	\$42,200,000	\$10,600,000	\$52,800,000

Notes:

^a Values reflect the total amount of emissions estimated in the FEIR/EIS that exceed applicable air district thresholds in the construction year.

^b Offset fees are projected by multiplying the annual emissions above thresholds by the offset fee rates in Paragraph 1.a.ii. Values have been rounded to the nearest hundred thousand and do not include Administrative Fees (refer to Paragraph 1.a.iii).

^c Rounding discrepancies in the total row and column may occur.

Certificate Of Completion

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Signer Events

Anastacia Allen

MAllen@countyofcolusaca.gov

Ag Commissioner

Security Level: Email, Account Authentication (None)

Signature

Signed by:
Anastacia Allen
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Signature Adoption: Pre-selected Style
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Jerry Brown

jbrown@sitesproject.org

Executive Director

Security Level: Email, Account Authentication (None)

Signed by:
Jerry Brown
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Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

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Carbon Copy Events

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Ali Forsythe

aforsythe@sitesproject.org

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Notary Events	Signature	Timestamp
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Completed	Security Checked	9/27/2026 9:16:00 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Colusa - CAO (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Colusa - CAO:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mwest@countyofcolusaca.gov

To advise County of Colusa - CAO of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mwest@countyofcolusaca.gov and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Colusa - CAO

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mwest@countyofcolusaca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Colusa - CAO

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mwest@countyofcolusaca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Colusa - CAO as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Colusa - CAO during the course of your relationship with County of Colusa - CAO.