



United States Department of the Interior



OFFICIAL ELECTRONIC MAIL SENT VIA EMAIL
NO HARD COPY TO FOLLOW

NATIONAL PARK SERVICE
Yosemite National Park
P.O. Box 577
Yosemite National Park, CA 95389

IN REPLY REFER TO:
9.C (YOSE-SUPT)
DOI-NPS-2022-002640

2023-03-14

Luke Harbin
Via email: luke.harbin@gmail.com
P.O. Box 358
El Portal, CA 95318

Dear Luke Harbin:

This is our final response to your Freedom of Information Act (FOIA) submitted to the National Park Service (NPS) on March 16, 2022. The Department of the Interior (DOI) FOIA tracking number for this request is DOI-NPS-2022-002640. Please cite this tracking number in any future communications with our office regarding your request.

We have numbered your request to assist in our processing:

1. *All documents and communications related to your stated concerns about those power lines, including communications with Laymon Electric and PG&E*
2. *A copy of the opinion that Trailer Court residents are not eligible for relocation assistance*
3. *Appraisal or formal assessment of the trailer court mobile homes*
4. *The housing agreements for the El Portal Trailer park, old El Portal, and Foresta in the park boundaries of Yosemite*

In regard to Parts 2 and 3 of your request, no NPS records exist in Yosemite National Park files that are responsive to these two parts of your request. Cicely Muldoon, Superintendent of Yosemite National Park is responsible for this denial.

All responsive materials have been made publicly available at:
<https://www.nps.gov/features/foia/Records-relating-to-the-closure-of-the-El-Portal-Trailer-Court.pdf> These materials are being withheld in part under FOIA Exemptions 4 and 6.

Exemption 4—[43 C.F.R. §§ 2.23, .24](#)

We are withholding approximately 6 pages in part under FOIA Exemption 4. [5 U.S.C. § 552\(b\)\(4\)](#). Exemption 4 protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.”

The withheld information is commercial or financial information. The entity that supplied this information (the submitter) is considered a person, because the term “person,” under the FOIA, includes a wide range of entities including corporations. Also, the submitter does not customarily release this information to the public, so the information is confidential for the purposes of Exemption 4.

Exemption 6—[43 C.F.R. §§ 2.23, .24](#)

Exemption 6 allows an agency to withhold “personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.” [5 U.S.C. § 552\(b\)\(6\)](#). We are withholding 6 pages in part under Exemption 6.

The phrase “similar files” covers any agency records containing information about a particular individual that can be identified as applying to that individual. To determine whether releasing records containing information about a particular individual would constitute a clearly unwarranted invasion of personal privacy, we are required to balance the privacy interest that would be affected by disclosure against any public interest in the information.

Under the FOIA, the only relevant public interest to consider under the exemption is the extent to which the information sought would shed light on an agency’s performance of its statutory duties or otherwise let citizens ‘know what their government is up to. The burden is on the requester to establish that disclosure would serve the public interest. When the privacy interest at stake and the public interest in disclosure have been determined, the two competing interests must be weighed against one another to determine which is the greater result of disclosure: the harm to personal privacy or the benefit to the public. The purposes for which the request for information is made do not impact this balancing test, as a release of information requested under the FOIA constitutes a release to the general public.

The information that has been withheld under Exemption 6 consists of personal information, including names and home addresses, and we have determined that the individuals to whom this information pertains have a substantial privacy interest in withholding it. Additionally, you have not provided information that explains a relevant public interest under the FOIA in the disclosure of this personal information and we have determined that the disclosure of this information would shed little or no light on the performance of the agency’s statutory duties. Because the harm to personal privacy is greater than whatever public interest may be served by disclosure, release of the information would constitute a clearly unwarranted invasion of the privacy of these individuals and we are withholding it under Exemption 6.

We reasonably foresee that disclosure would harm an interest protected by one or more of the nine exemptions of the FOIA’s general rule of disclosure.

Deborah Bardwick, Attorney- Advisor with the Office of the Solicitor, and Quentin Kendall, FOIA Officer, Yosemite National Park were consulted in this decision.

Fees—No Charge—[43 C.F.R. § 2.49\(a\)\(1\)](#)

We do not bill requesters for FOIA processing fees when their fees are less than \$50.00, because the cost of collection would be greater than the fee collected. See [43 C.F.R. § 2.37\(g\)](#). Therefore, there is no billable fee for the processing of this request.

Appeal Rights—[43 C.F.R. §§ 2.57, .58, .59](#)

You may appeal this response to the Department's FOIA/Privacy Act Appeals Officer. If you choose to appeal, the FOIA/Privacy Act Appeals Officer must receive your FOIA appeal **no later than 90 workdays** from the date of this final response. Appeals arriving or delivered after 5 p.m. Eastern Time, Monday through Friday, will be deemed received on the next workday.

Your appeal must be made in writing. You may submit your appeal and accompanying materials to the FOIA/Privacy Act Appeals Officer by mail, courier service, fax, or email. All communications concerning your appeal should be clearly marked with the words: "FREEDOM OF INFORMATION APPEAL." You must include an explanation of why you believe this response is in error. You must also include with your appeal copies of all correspondence between you and Yosemite National Park concerning your FOIA request, including your original FOIA request and this response. Failure to include with your appeal all correspondence between you and Yosemite National Park will result in the Department's rejection of your appeal, unless the FOIA/Privacy Act Appeals Officer determines (in the FOIA/Privacy Act Appeals Officer's sole discretion) that good cause exists to accept the defective appeal.

Please include your name and daytime telephone number (or the name and telephone number of an appropriate contact), email address and fax number (if available) in case the FOIA/Privacy Act Appeals Officer needs additional information or clarification of your appeal.

DOI FOIA/Privacy Act Appeals Office Contact Information

Department of the Interior
Office of the Solicitor
1849 C Street, N.W.
MS-6556 MIB
Washington, DC 20240
Attn: FOIA/Privacy Act Appeals Office

Telephone: (202) 208-5339
Fax: (202) 208-6677
Email: FOIA.Appeals@sol.doi.gov

Conclusion for Final Response

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of FOIA. See [5 U.S.C. 552\(c\)](#). This response is limited to those records that are subject to the requirements of FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

The 2007 FOIA amendments created the Office of Government Information Services (OGIS) to offer mediation services to resolve disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation. You may contact OGIS in any of the following ways:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road - OGIS
College Park, MD 20740-6001

E-mail: ogis@nara.gov
Web: <https://www.archives.gov/ogis>
Telephone: 202-741-5770
Fax: 202-741-5769
Toll-free: 1-877-684-6448

Please note that using OGIS services does not affect the timing of filing an appeal with the Department's FOIA & Privacy Act Appeals Officer.

Contact information for the Department's FOIA Public Liaison, who you may also seek dispute resolution services from, is available at <https://www.doi.gov/foia/foiacenters>.

If you have any questions about our response to your request, you may contact the Yosemite National Park FOIA Officer by email at yose_foia@nps.gov or by phone at 209-379-1394.

Sincerely,



Digitally signed by
CICELY MULDOON
Date: 2023.03.14
15:40:50 -07'00'

Cicely Muldoon
Superintendent



United States Department of the Interior

NATIONAL PARK SERVICE
Yosemite National Park
P.O. Box 577
Yosemite National Park, CA 95389



IN REPLY REFER TO:
10.A (YOSE-SUPT)

MAR 11 2022



Dear [REDACTED]

As we shared in our letter to you dated December 13, 2021, as of March 13, 2022, at 11:59 pm, the National Park Service will officially close the El Portal Trailer Court to occupancy. As this decision was driven by our concerns for life and safety, we want to notify you that utilities will be turned off to mitigate safety hazards. All residents who need more time to remove trailers and/or other belongings from the trailer court have been granted an extension until April 12, 2022, to remove any remaining personal property.

In response to concerns you have expressed about potential theft and/or vandalism, we want to share with you steps we are taking to assist you with protecting your remaining personal property. Gates will be installed at both trailer court vehicle access points to help protect any property that remains on site while you are in the process of removing your belongings. The installed gates will be secured with a combination lock; you may access the trailer court between sunrise and sunset each day, seven days a week. The combination to the gate lock is [REDACTED]. Please remember that the gates are in place to protect the personal property that will remain in the trailer court; please do not share the combination with others. Park rangers will also patrol the area to help protect your personal property.

We recognize that this is a very difficult time. If you find that this initial 30-day extension does not provide sufficient time to remove your personal property, please let us know and we will work with you on an additional extension. If you have questions or concerns, please contact us at yose_superintendent@nps.gov or 209-372-0496.

Sincerely,

for! Cicely Muldoon
Superintendent



United States Department of the Interior

NATIONAL PARK SERVICE

Yosemite National Park

P.O. Box 577

Yosemite, California 95389

Area Closure – El Portal Trailer Court

All housing assignment agreements for sites in the El Portal Trailer Court (EPTC) will be terminated at 11:59 pm, March 13, 2022. The superintendent has permitted personal property of tenants who previously held valid housing assignment agreements (previously authorized tenants) to remain within the EPTC through April 12, 2022, if requested by the tenant, but all residential use must cease upon termination of the housing assignment agreements. In order to implement the park's management responsibilities regarding the protection of personal property from theft or vandalism, the superintendent is closing the EPTC to public use effective March 14, 2022.

By order of the Superintendent of Yosemite National Park and under authority of Title 36, Code of Federal Regulations, Section 1.5(a) and Section (a)(1):

Starting March 14, 2022, at 12:00 am the El Portal Trailer Court is closed to public use with the following exceptions:

- Previously authorized tenants of the EPTC who possess, in writing, permission from the superintendent to retain personal property on their previously assigned site may access their personal property between sunrise and sunset each day; presence by these previously authorized tenants within the closed area outside of these hours requires notification to Yosemite Dispatch (209-379-1992) prior to entry.
- Any individuals who possess, in writing, permission from a previously authorized tenant may access that person's previously assigned site for purposes of removal of said tenant's personal property from the premises; presence by these individuals within the closed area outside of the hours between sunrise and sunset requires notification to Yosemite Dispatch (209-379-1992) prior to entry.
- National Park Service staff performing administrative services as approved by the superintendent to provide utility, public safety, resource management, or other required work.

Notice of closure will be posted, and the area will be monitored to ensure compliance; please see attached map entitled "El Portal Trailer Court Area Closure" for more information. The designation will remain in place until rescinded.

**TERESA
AUSTIN**

Cicely Muldoon
Superintendent

Digitally signed by
TERESA AUSTIN
Date: 2022.03.11
17:12:21 -08'00'

Date

From: [Austin, Teresa M](#)
To: [YOSE Superintendent, NPS](#)
Subject: Re: EPTC Closure order
Date: Friday, March 11, 2022 5:13:03 PM
Attachments: [YOSE Closure Order EPTC 20220314.pdf](#)

Attached.

Teri Austin
Deputy Superintendent, Yosemite National Park
(O) 209.372.0131
(C) 209.347.0054

From: Modrak-Killian, Jill M <Jill_Modrak-Killian@nps.gov> on behalf of YOSE Superintendent, NPS <yose_superintendent@nps.gov>
Sent: Friday, March 11, 2022 5:05 PM
To: Austin, Teresa M <Teresa_Austin@nps.gov>
Subject: EPTC Closure order

Office of the Superintendent
Yosemite National Park
209-372-0496
YOSE_Superintendent@nps.gov



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
P.O. Box 577
Yosemite National Park, California 95389



F7423

SEP 24 1993

*mailed
9/25/93*

Memorandum

To: El Portal Housing Occupants
From: Superintendent, Yosemite
Subject: El Portal Trailer Court Action Plan

A plan outlining the future of the El Portal Trailer Court has been approved. As one of the proponents in planning for and in redirecting land use, the enclosed plan will play a major role in the future of the El Portal Administrative Site's development.

Should you have any comments or concerns, you may direct your responses to our Housing Officer, Merrie Hinson, at (209)372-0502.

M.V. Finley
Michael V. Finley
Enclosure

EL PORTAL TRAILER COURT ACTION PLAN

STATEMENT OF ACTION: The intent of the management of Yosemite National Park is to remove all trailers and mobile homes from the El Portal Trailer Court by January 1, 2000, and to redirect the use of the property between the Merced River and Highway 140. Implementation of this plan will respond to the Park's General Management Plan, and to the National Park Service's Housing Initiative Program.

HISTORY: Government housing is recognized as a necessary administrative and management tool in the overall management of Yosemite National Park. It has been determined through many analyses and plans that since housing is a long-term investment for the Service, quality, energy-efficient structures should be our goal.

Because of high maintenance costs and the deteriorating condition of trailers, the Service decided in 1984 that no new trailers would be purchased for permanent or long-term seasonal housing. Trailers are still being used to house both permanent and seasonal employees as a matter of necessity.

In 1958 when the El Portal Administrative Site was set aside to provide an integrated system of land use for community development, the El Portal Trailer Court was established to provide pads for trailers and mobile homes for employees as an early alternative to housing for National Park Service employees and their families and those of essential cooperators.

In 1984, the National Park Service realized a critical need to upgrade employee housing. In 1988 the Service launched a plan, the Employee Housing Initiative, to fund the rehabilitation of existing housing and the construction of new housing.

Yosemite has promoted the removal of both government and privately owned trailer units since the mid-eighties. To date more than 20 trailer sites have been vacated and 25 government trailers and

private units have been removed or replaced. It is necessary to continue with the removal of trailers and the planned closing of the trailer court. Quality apartments and single family homes are being constructed in El Portal and additional quality housing as a long-term investment is planned.

Future use of the land where the trailer court is situated will be addressed in the continuation of planning for the overall implementation of the Park's General Management Plan.

SUMMARY: Proceed with the implementation of a plan for the closure of the El Portal Trailer Court.

--By October 1, 1993, notify current tenants of the intent to close the trailer court by the year 2000. This notice of intent will become an addendum to future negotiated contracts for government site rentals (Housing Assignment Agreement).

--At least every three years (1996 and 1999) notify El Portal Trailer Court tenants of the continuing plans for closure of the area as a trailer court.

--Not later than January 1, 1999, issue a plan for closure of the trailer court, and issue final notice of intent to close.

--Encourage the relocation of permanent NPS employees and their families from government trailers or mobile homes as both private and alternative government housing becomes available.

--Owners of trailers that are sold between 1993 and December 1995 must have the approval of the Park Superintendent to retain a government site with the sale negotiation. Beginning in 1996 no trailers or mobile homes will be approved for sale on a government site.

--Units older than seventeen years will not be eligible for resale.

--Eligible units must be inspected for health and safety concerns and repairs made before permission to sale on site is granted.

--Utilize only those government trailers and mobile homes that can be maintained with minimal cost to house seasonal employees and other short-term personnel. Re-evaluate units annually to determine future use.

--Remove government-owned mobile homes that are beyond economic repair from the trailer court as alternative housing becomes available.

--Permanent employees in government-owned trailers will be encouraged to seek alternative housing upon notification of the planned removal of a unit. In no instance will another government trailer or mobile home be considered as a suitable alternative.

* * * * *

This plan of action will be provided tenants of the El Portal Trailer Court October 1, 1993. It will be the policy of Yosemite National Park to disallow the sale of a privately-owned mobile home or trailer on site five years from the date of this document. As both privately-owned and government units are removed from the trailer court area in the next six years, remaining pads may be temporarily rented for periods not to exceed 180 days in a year to NPS seasonal/temporary employees and cooperator seasonal/temporary employees who own recreational units of not more than 32 feet in length (travel trailers, fifth-wheelers, and motor homes).

The components of this plan will be compatible with Department of Interior regulations, the Departmental Manual DM400, NPS-36, and the Park's Housing Management Guideline.

Submitted By: Wendell Green
Housing Officer

Date: 5/25/93

Recommended By: James B. Fran

Date: 5/25/93

Approved: M. U. Farley
Superintendent

Date: 7/2/93



United States Department of the Interior

NATIONAL PARK SERVICE
P. O. Box 577
Yosemite National Park, California 95389



IN REPLY REFER TO:

L1425

June 18, 1999

Mailed to all current Trailer Court Occupants

SA

The National Park Service (NPS) has recently received inquiries regarding the closure of the El Portal trailer village scheduled for January 1, 2000. Since the closure of the trailer village is dependent upon available funding, the January 1, 2000 closure date has been postponed. No new date for closure has been identified. However, through attrition, the El Portal Trailer Court Closure Plan will continue to be implemented.

As a result of the trailer village closure, it is possible that tenants and owners in the trailer village may be eligible for relocation benefits under Public Law 91-646. We will schedule a meeting for this fall with representatives of the Lands Resources Program Center in the Pacific West Regional Office, to discuss the relocation process with you.

The El Portal Town Planning Council will be scheduling a meeting for interested parties in the El Portal area. As part of the agenda, NPS will share with the attendees the conceptual framework for change in the El Portal area as addressed in the YVP.

Sincerely,

Stanley T. Albright
Superintendent

cc: Patti Reilly, Supervisor, District I Mariposa Count
Karla Norris, Lands Program Manager, YOSE
Sondra Humpries, PWRO

From: Muldoon, Cicely A
Subject: All Employee Update: January 2022
Date: Sunday, January 9, 2022 2:53:05 PM

Yosemite Colleagues:

Happy New Year!

A quick note to spotlight just a few of the many things going on as we head into this new calendar year. It's started at full throttle. Yosemite doesn't know any other way...

SAFETY

Much to discuss on this front, even outside of the pandemic. I'll will skip any pandemic related items, as COVID specific updates take up a lot of air time, and are sent out separately (including last week on 1/4/22).

Winter Ops

The heavy snow over the holidays and remaining ice and snow continue to pose hazardous conditions out there. Kudos to all who are working to keep the roads as clear as we can, address the most critical hazard tree issues, provide safety information to visitors about conditions, and manage the ongoing work of responding to visitors in trouble, in both medicals and motor vehicle accidents. This has been a heavy lift!

The Fort

Thanks to all for your continued patience as we work on the next steps around dealing with displaced operations since the Fort was closed. We understand it is a massive inconvenience! but is wholly focused on reducing risk to employees. A number of moving parts in this: the Incident Management Team, in conjunction with each work group, is finalizing interim plans for all displaced functions; a contract is in the works for decontamination of critical equipment and work spaces inside the Fort, and; a longer term effort is underway the the Denver Service Center to help us evaluate and determine the longer term future of the Fort, including assessing a range of alternatives to restore space for critical operations. Thanks to all who are working on this short, medium, and long term planning effort, and to all who have found ways to keep critical ops functioning. No small feat in this winter weather!

El Portal Trailer Court

In December, we notified the trailer court residents that the housing agreements were coming to an end. We recognize that the trailer court residents have long been part of the Yosemite community, as well as the real hardship that comes with finding a new home in a few months time, and did not take this action lightly. The difficult decision to end the year to year housing agreements in the trailer court was driven by the serious threat from the badly deteriorated electrical distribution system. Over many years, the park has been managing towards the

future non-residential use of the site by attrition. However, over the past several months, utilities staff assessed the condition of the electrical distribution system and identified extremely serious deficiencies in that aging infrastructure. We followed this assessment with an outside consultant, and then with another by the electrical company. All three assessments confirmed independently that there is a serious threat of system failure which could result in both fire and electrical shock. No NPS employees live on site, and the majority of residents are YH employees. The good news is that all of these employees are being offered alternative concessioner housing in the park. This does still leave a few residents who don't work in the park and will have to move. For these folks, we have been in touch with Mariposa County Health and Human Services and county social services to connect residents to housing assistance and other support services. The timing is difficult, but we are compelled to act as quickly as possible given the threat to human safety.

YOSE Safety Program

We have been grateful that GOGA has spared their Safety Manager Natasha Arnold for a 120 day detail (and more than grateful for the energy with which Natasha has tackled this assignment!) as we work to refill the multiple vacancies in the park's safety program. We will be putting another detail announcement out this week to continue to help us in this critical function in the coming months. The group who came out this fall to help us take a look at our parkwide program (which included Natasha from GOGA, regional safety program manager Stacy Wertman, and national Operational Leadership program coordinator Stacy Sigler) have helped us put together a "next six months" focus as we restructure employee safety here in Yosemite. Details to follow, but just a note to those safety, health and wellness champions out there: be looking for an opportunity to participate in an interdisciplinary team to help guide a wholistic approach to employee safety, health, and wellness in 2022. And thanks to wellness coalition for kicking off 2022 with a 30 day challenge!

ON THE DOCKET

Outside of park ops, here is a glimpse of what is occupying the first two weeks of the year (definitely not comprehensive, just what's highest on my radar and calendar!) - we have been working on briefing statements to WASO, an annual event in January, but particularly timely with a new regional director and director on board; assessing campground status in the aftermath of the storms; meeting with park's interdisciplinary COVID coordination team and the multiagency Yosemite Gateway Area Coordination Team; collaborating with our Devils Postpile partners to plan for the year ahead; making progress on planning for the Yosemite Valley Clinic as we prepare for a new clinic manager and coming operational improvements; the year's kickoff meeting with the interdisciplinary Fire Management Council; participating in the first meeting of the Giant Sequoia Lands Coalition Steering Committee (made up of land managers, non profits, and tribal interests working collaboratively towards the preservation of the threatened Giant Sequoia groves in the Sierra); briefing on the progress of work on the Fort issues; YLT and position management review board meeting; preparatory briefing for the

regional investment review board, a critical step in securing funding for the many projects in the works; a status update and planning session for the next steps in our collaborative work with the tribe on Wahhoga...that was last week. This coming week will be absorbed by a two day planning session with the YLT to map out the year ahead (summary notes will follow); our quarterly joint meeting with YC leadership to further strengthen our partnership and build collaboration on critical projects; a community meeting with the Yosemite Gateway Partners, and; prioritization of the annual Servicewide Comprehensive Call (this annual call is a vital tool in defining Yosemite's needs, developing project statements, and ranking and prioritizing the many needs out there. Through the SCC, parks secure funding from multiple funding sources to carry out critical operations and complete needed projects). This is a critically important effort in every national park, and is particularly complicated at a place as complex as YOSE. Thanks to all who have spent time developing these projects, and to the parkwide budget team for pulling this together.

BEYOND PARK BOUNDARIES

This is no longer breaking news, but worth repeating nonetheless. For the first time in five years, we have a confirmed NPS Director, Chuck Sams, and for the first time in 18 months a permanent Regional Director, Frank Lands. Good news all the way around - as we witness here in YOSE, constant turnover and standing vacancies really affect the work we are able to accomplish. Having new leadership in place at the regional and national level will add capacity and stability, supporting YOSE, the region, and the whole service.

IN MEMORIUM

Finally, I want to acknowledge a very difficult loss to the Yosemite community in December. Valerie James worked in Yosemite since the 1990s. She radiated genuine kindness and positivity, and never hesitated to share her infectious laugh and smile. Thanks to all who showered Valerie with donated leave over the last year, a generosity for which that she was so grateful. My heartfelt condolences to all of Valerie's friends and co-workers.

Thanks

Cicely

Cicely Muldoon
Superintendent
Yosemite National Park
cicely_muldoon@nps.gov

Briefing Statement FY 2022

Bureau: National Park Service
Issue: El Portal Trailer Court Housing
Member: Sen. Dianne Feinstein (D-CA), Sen. Alex Padilla (D-CA), Rep. Tom McClintock (R-CA)
Park: Yosemite National Park

Key Points:

- Recent assessments of the electrical distribution in the El Portal Trailer Court housing area found the infrastructure to be in very poor condition, beyond its useful life, and with widespread degradation that poses serious safety risks including fire and electrical shock. In order to continue providing electrical service to the site, immediate repair is required, particularly in advance of the 2022 dry season/fire season.
- Given the seriousness life-safety hazard and the cost estimate for required repairs (minimal \$1.1-\$4.9 million), and the park's long standing plan to close the trailer court, park staff determined the best course of action is removing remaining tenants as quickly as practicable before the spring. Park management recognizes the hardship this can cause, but tenant safety is the paramount concern.
- As a result, on December 13 the nine current authorized tenants of the trailer court were sent a notice of termination of their government housing assignment agreement, giving them 90 days to vacate their site and remove their trailer and other personal property. Three other individuals, who no longer reside in the trailer court but sublet their trailer pads or have left their trailer in place in violation of their government housing agreement were sent a notice of termination and given 60 days to remove their personal property.

Background:

- The El Portal Trailer Court was established to provide pads for trailers and mobile homes for employees in 1958, as part of the National Park Service's El Portal Administrative Site.
- Since 1984, Yosemite has promoted the removal of trailer units and the improvement of employee housing. Plans to close the El Portal Trailer Court date back to at least 1993, when the park released the El Portal Trailer Court Action Plan and notified tenants of the intent to remove all trailer pads by the year 2000. In 1999, citing a lack of funding for redevelopment, Yosemite postponed closure of the Trailer Court. Since then the park has continued to encourage relocation and utilized a strategy of attrition. Tenants receive reminders of the action plan each year in their annual rental agreement.
- The Merced River Plan (MRP), finalized in February 2014, established the long-term development and use plan for the Trailer Court: converting the site from a housing area to a shared public and administrative use campground for recreational vehicles.
- Yosemite is seeking funding to implement this aspect of the MRP through a Legacy Restoration Fund (LRF) project proposal for FY2023-2025. In the interim, the park has identified the site as a potential temporary contractor housing area for other major construction projects funded through LRF. This plan, pending funding, would require the trailer court to be closed, with all tenants vacating their pads by Spring 2023.
- However, the severity of the electrical system safety concerns has accelerated this closure timeline. Assessments conducted this fall by park professionals and a third-party electrical consultant revealed extensive damage and major potential safety risk. PG&E was contacted to perform an additional evaluation, and confirmed the poor condition and safety concerns and prepared a cost estimate for the immediate investment required, ranging from \$1.1 million for minimal repair to \$4.9 million for comprehensive repair.
- Currently, nine authorized tenants reside in the El Portal Trailer Court year-round:
 - Eight are employees of Yosemite Hospitality (Aramark), one is a Yosemite Conservancy employee
 - These residents rent trailer pads from NPS for their private trailers or mobile homes from NPS under a Government Housing Assignment Agreement, through which the government reserves the right to eliminate its housing or terminate a tenant lease at any time with at least 30 day advanced notice.
 - Three additional individuals currently have private trailers on NPS trailer pads, but are in violation of their housing assignment agreements. Two are occupied by unauthorized subletters, and one is unoccupied.

Current Status:

- Tenants received initial notice explaining the condition assessment and the potential courses of action, including the potential need to depower and close the housing area, on October 21, 2021. Tenants then received notice of termination of their housing assignment agreements on December 13, 2021. Tenants with valid housing agreements were given 90 days to vacate their assigned trailer pad, tenants in violation of their housing agreements were given 60 days to vacate their assigned trailer pad.
- The park worked with the Office of the Solicitor throughout the process, and both formal notices were reviewed and approved for distribution. The park has also been working with the solicitor to determine if any form of financial compensation can be approved for authorized tenants whose housing agreements are being terminated by NPS.
- Park staff have worked with county officials to identify local government housing support services.

Contact Person: Cicely Muldoon, Superintendent, 510-541-0195, [cicely muldoon@nps.gov](mailto:cicely_muldoon@nps.gov)

Last Updated: January 3, 2022

Briefing Statement FY 2022

Bureau: National Park Service
Issue: El Portal Trailer Court Housing
Member: Sen. Dianne Feinstein (D-CA), Sen. Alex Padilla (D-CA), Rep. Tom McClintock (R-CA)
Park: Yosemite National Park

Key Points:

- Recent assessments of the electrical distribution in the El Portal Trailer Court housing area found the infrastructure to be in very poor condition, beyond its useful life, and with widespread degradation that poses serious safety risks including fire and electrical shock. In order to continue providing electrical service to the site, immediate repair is required, particularly in advance of the 2022 dry season/fire season.
- Given the serious life-safety hazard and the cost estimate for required repairs (minimal \$1.1-\$4.9 million), and the park's long standing plan to close the trailer court, park staff determined the best course of action is removing remaining tenants as quickly as practicable before the spring. Park management recognizes the hardship this can cause, but tenant safety is the paramount concern.
- As a result, on December 13, 2021 the nine current authorized tenants of the trailer court were sent a notice of termination of their government housing assignment agreement, giving them 90 days to vacate their site and remove their trailer and other personal property. Three other individuals, who no longer reside in the trailer court but sublet their trailer pads or have left their trailer in place in violation of their government housing agreement were sent a notice of termination and given 60 days to remove their personal property.

Background:

- The El Portal Trailer Court was established to provide pads for trailers and mobile homes for employees in 1958, as part of the National Park Service's El Portal Administrative Site.
- Since 1984, Yosemite has promoted the removal of trailer units and the improvement of employee housing. Plans to close the El Portal Trailer Court date back to at least 1993, when the park released the El Portal Trailer Court Action Plan and notified tenants of the intent to remove all trailer pads by the year 2000. In 1999, citing a lack of funding for redevelopment, Yosemite postponed closure of the Trailer Court. Since then the park has continued to encourage relocation and utilized a strategy of attrition. Tenants receive reminders of the action plan each year in their annual rental agreement.
- The Merced River Plan (MRP), finalized in February 2014, established the long-term development and use plan for the Trailer Court: converting the site from a housing area to a shared public and administrative use campground for recreational vehicles.
- Yosemite is seeking funding to implement this aspect of the MRP through a Legacy Restoration Fund (LRF) project proposal for FY2023-2025. In the interim, the park has identified the site as a potential temporary contractor housing area for other major construction projects funded through LRF. This plan, pending funding, would require the trailer court to be closed, with all tenants vacating their pads by Spring 2023.
- However, the severity of the electrical system safety concerns has accelerated this closure timeline. Assessments conducted this fall by park professionals and a third-party electrical consultant revealed extensive damage and major potential safety risk. PG&E was contacted to perform an additional evaluation, and confirmed the poor condition and safety concerns and prepared a cost estimate for the immediate investment required, ranging from \$1.1 million for minimal repair to \$4.9 million for comprehensive repair.
- Currently, nine authorized tenants reside in the El Portal Trailer Court year-round:
 - Eight are employees of Yosemite Hospitality (Aramark), one is a Yosemite Conservancy employee
 - These residents rent trailer pads from NPS for their private trailers or mobile homes from NPS under a Government Housing Assignment Agreement, through which the government reserves the right to eliminate its housing or terminate a tenant lease at any time with at least 30 day advanced notice.
 - Three additional individuals currently have private trailers on NPS trailer pads, but are in violation of their housing assignment agreements. Two are occupied by unauthorized subletters, and one is unoccupied.

Current Status:

- Tenants received initial notice explaining the condition assessment and the potential courses of action, including the potential need to depower and close the housing area, on October 21, 2021. Tenants then received notice of termination of their housing assignment agreements on December 13, 2021. Tenants with valid housing agreements were given 90 days to vacate their assigned trailer pad, tenants in violation of their housing agreements were given 60 days to vacate their assigned trailer pad.
- The park has received one extension request directly from a tenant and one extension request on behalf of a tenant from the Office of Assemblyman Jim Patterson, CA 23rd Assembly District. Both are under consideration, and will be responded to promptly. The park is also drafting an update to send to tenants the week of January 24th, encouraging them again to reach out to the park directly with any questions, concerns, or special requests related to the trailer court closure.
- The park has worked with the Office of the Solicitor throughout the process, and both formal notices were reviewed and approved for distribution. The park has also been working with the solicitor to determine if any form of financial compensation can be approved for authorized tenants whose housing agreements are being terminated by NPS.
- The park has worked closely with Yosemite Hospitality to find solutions for the displaced tenants who work directly for the concessioner. On January 12, 2022, Yosemite Hospitality notified all eight of their employees who currently reside in the trailer court to offer alternative concessioner housing.
- Park staff have worked with county officials to identify local government housing support services for displaced tenants. Officials from the County Health and Human Services Agency, along with representatives from the local Alliance for Community Transformation, met with trailer court tenants in El Portal on January 13, 2022 to discuss local assistance programs.

Contact Person: Cicely Muldoon, Superintendent, 510-541-0195, [cicely muldoon@nps.gov](mailto:cicely_muldoon@nps.gov)

Last Updated: January 18, 2022

Briefing Statement FY 2022

Bureau: National Park Service
Issue: El Portal Trailer Court Housing
Member: Sen. Dianne Feinstein (D-CA), Sen. Alex Padilla (D-CA), Rep. Tom McClintock (R-CA)
Park: Yosemite National Park

Key Points:

- In late 2021, critical deficiencies were identified in the electrical distribution system that serves the El Portal Trailer Court (an administrative site of Yosemite National Park), posing serious safety risks to occupants.
- The trailer court has twelve residents – nine authorized tenants employed by Yosemite Hospitality and Yosemite Conservancy, and three unauthorized subletters. No NPS employees reside there. In December 2021, the park notified all assigned tenants that due to the serious life-safety hazard, their NPS housing agreements were being terminated. Tenants have been given until March 13, 2022 to vacate their sites.
- The park has worked with Yosemite Hospitality and Yosemite Conservancy to offer alternative housing options to all their displaced employees. The park has worked with Mariposa County Health and Human Services, elected officials, and community partners to connect all residents with housing support services.

Background:

- Tenants rent pads for their trailers or mobile homes under a Government Housing Assignment Agreement, and NPS reserves the right to eliminate housing and terminate an agreement at any time with 30 days notice.
- Plans to close the trailer court date back to at least 1993, when the park released the El Portal Trailer Court Action Plan and notified tenants of the intent to remove all trailer pads by 2000. In 1999, lacking funding for redevelopment, park management postponed closure. Since then, the park has pursued an attrition strategy to move towards closure. Tenants receive reminders of the action plan with their annual rental agreement.
- The Merced River Plan (MRP), finalized in 2014, established the long-term use plan for the trailer court: converting the site from a housing area to a shared public and administrative use RV campground. Yosemite is seeking funding to implement this plan through a FY2023-2025 Legacy Restoration Fund (LRF) project proposal. This plan would close the trailer court and require all tenants to vacate pads by Spring 2023.
- The severity of the electrical system concerns accelerated this closure timeline. Assessments conducted this fall by park professionals, a contracted master electrician, and PG&E revealed extensive damage and severe safety risk. Tenants received initial notice in October 2021, alerting them to the condition and outlining potential courses of action, including the possible need to de-energize and close the trailer court. PG&E's cost estimate for the investment required for continued operation ranges from \$1.1 to \$4.9 million.

Current Status:

- Tenants received notice of termination of their housing agreements on December 13, 2021. Tenants with valid housing agreements were given 90 days to vacate their assigned pad. Tenants in violation of their housing agreements were originally given 60 days to vacate their assigned pad, though they have subsequently been offered 30-day extensions, giving all tenants until March 13, 2022 to move.
- All notices were reviewed and approved for distribution by the Office of the Solicitor. The park has pursued the possibility for offering financial compensation to authorized tenants with the Solicitor; at this time, no legal authority for compensation has been found.
- The park has responded to letters from three tenants as well as Representatives McClintock and Costa and CA Assemblyman Patterson. On January 28th, the park sent an update letter to all tenants: reiterating safety concerns and the need to de-energize the degraded electrical system ahead of fire season, communicating that occupancy cannot be extended beyond March 13, but tenants can be afforded additional time to remove any personal property, and offering to meet directly with tenants to hear concerns and answer questions.
- The park has worked closely with Yosemite Hospitality and Yosemite Conservancy to find solutions for the displaced tenants who work directly for the concessioner or partner. Yosemite Hospitality has reached out to each of their employees who reside in the trailer court and offered alternative concessioner housing. Yosemite Conservancy has identified an alternate site for their displaced staff.

- Park staff have worked with county officials to identify local government housing support services for displaced tenants. Officials from the County Health and Human Services Agency, along with representatives from the local Alliance for Community Transformation, met with trailer court tenants in El Portal on January 13, 2022 to discuss local assistance programs.

Contact Person: Cicely Muldoon, Superintendent, 510-541-0195, [cicely muldoon@nps.gov](mailto:cicely_muldoon@nps.gov)

Last Updated: January 28, 2022

Yosemite National Park Briefing paper

To: Barney Riley, Chief of Facilities
From: Rick Hall, Utilities Branch Chief
Date: 8/23/2021
Subject: Trailer Court Power

BACKGROUND ON NPS OVERHEAD POWER IN THE TRAILER COURT

Yosemite currently operates an overhead electric distribution system in the trailer court. PG&E distribution service stops at the boundary between Abbeville and the trailer court (PG&E is the service provider in Abbeville; NPS is the provider for the trailer court). Over the past couple of decades, very limited electric repairs/improvements have been made in the trailer court (due to lack of staffing, compliance approvals, funding, etc.).

In early 2020, the park evaluated supporting additional Yosemite Hospitality housing in the trailer court area. It was determined that support for this proposal required full overhead electric distribution system replacement. The proposal for additional housing did not move forward.

In February 2021, park staff, including representatives from the Superintendent's office, Strategic Planning and Project Management, Administration, and Facilities reviewed onsite conditions of the trailer court's electric system. The outcome of that meeting was a park decision to operate the trailer court as normal for the FY21 summer season and to close the trailer court prior to the following season.

In August 2021, Barney forwarded a request from the trailer court committee to formally document current conditions and safety concerns regarding the trailer court's electric distribution system. He directed documentation be sent to him for action.

CONDITION ASSESSMENT OF NPS ELECTRIC DISTRIBUTION IN THE TRAILER COURT

The existing overhead electric distribution system does not comply with current codes and standards. It poses safety hazards, including risks of fire and downed power lines. While numerous issues are present, the following highlight areas of concern:

- **Conductor** – the existing conductor is missing insulation throughout the system. Missing insulation increases the possibility of fire causing incidents and electrocution. PG&E has shifted to use of tree-wire in communities where undergrounding is not possible.
- **Poles** – many of the existing poles suffer from woodpecker damage, weathering, and age. Visible damage to existing poles raises structural concerns about the poles' ability to support loads. Exacerbating concerns, most of the poles are also being used by AT&T and local cable tv. Unregulated use of NPS poles leads to additional stress and hazards. The trailer court experiences weather events (wind, snow, ice) that can cause poles to fail. Current pole conditions raise failure possibilities, having the potential to cause fires and downed line hazards. PG&E is shifting to use of fiberglass or treated poles when undergrounding is not possible.
- **Customer connections** – while customers own the meter panel and main connections/cables to their trailers, NPS continues to serve these residents despite degraded and hazardous customer

connections. There have been multiple fires and short circuits caused by the degraded and hazardous customer connections.

- Circuit Protection – the NPS system does not have adequate protection installed to disable power during failures. If a line is struck or goes down, protection should terminate the flow of electricity through the failed conductor. Unfortunately, NPS protection does not perform this task (one example, when a power line was severed with a section lying on the ground, power continued to run through the conductor – power was not automatically turned off by protection. This created an electrocution risk and started a small fire).
- Proximity/Location – hazard trees and vegetation are present within standard setbacks from overhead circuits. These hazards pose significant fire risk. PG&E and regulatory agencies have clearing standards - we are not in conformance.

DUTY TO PROVIDE SERVICE

Typically, utility entities have a duty to provide services to existing customers. However, supply of utility services in the trailer court to non-government users is governed by Director's Order 35A. This Order states that providing services should be done through Special Use Permits or other mechanism and such permits may be for time periods longer than one year but should not typically exceed 5-years. Renewal requires reapplication of the Director's Order. It further states that recipients of services shall be charged fair market value, but not less than the full cost to the government of providing the service. Any agreement must contain provisions for revocation at the discretion of NPS at any time without compensation and that no permanent property rights will be conveyed to the user for any resource.

OPTIONS

The condition assessment reveals a system in poor condition, lacking in code compliance and posing significant risk of starting a fire and generating other hazards to the public. Staff have developed three options for moving forward:

(b)(5) deliberative, attorney client

3. Discontinue Electric Service. The electric distribution system would be turned off. No power would be available to residents. Power to support the nearby wells would be rebuilt and maintained.

RECOMMENDATIONS

Power service should be discontinued until repairs are made – the existing system is beyond its service life, is not code compliant, and poses public safety risks. Option two presents the best alternative to continue service long-term. Temporary measures could be employed by residents during construction.

DIVISION/PARK LEADERSHIP DIRECTION

Identify path forward.

From: [Austin, Teresa M](#)
To: [YOSE Superintendent, NPS](#)
Subject: Re: EPTC Closure order
Date: Friday, March 11, 2022 5:13:03 PM
Attachments: [YOSE Closure Order EPTC 20220314.pdf](#)

Attached.

Teri Austin
Deputy Superintendent, Yosemite National Park
(O) 209.372.0131
(C) 209.347.0054

From: Modrak-Killian, Jill M <Jill_Modrak-Killian@nps.gov> on behalf of YOSE Superintendent, NPS <yose_superintendent@nps.gov>
Sent: Friday, March 11, 2022 5:05 PM
To: Austin, Teresa M <Teresa_Austin@nps.gov>
Subject: EPTC Closure order

Office of the Superintendent
Yosemite National Park
209-372-0496
YOSE_Superintendent@nps.gov

United States Department of the Interior

NATIONAL PARK SERVICE

Yosemite National Park

P.O. Box 577

Yosemite, California 95389

Area Closure – El Portal Trailer Court

All housing assignment agreements for sites in the El Portal Trailer Court (EPTC) will be terminated at 11:59 pm, March 13, 2022. The superintendent has permitted personal property of tenants who previously held valid housing assignment agreements (previously authorized tenants) to remain within the EPTC through April 12, 2022, if requested by the tenant, but all residential use must cease upon termination of the housing assignment agreements. In order to implement the park's management responsibilities regarding the protection of personal property from theft or vandalism, the superintendent is closing the EPTC to public use effective March 14, 2022.

By order of the Superintendent of Yosemite National Park and under authority of Title 36, Code of Federal Regulations, Section 1.5(a) and Section (a)(1):

Starting March 14, 2022, at 12:00 am the El Portal Trailer Court is closed to public use with the following exceptions:

- Previously authorized tenants of the EPTC who possess, in writing, permission from the superintendent to retain personal property on their previously assigned site may access their personal property between sunrise and sunset each day; presence by these previously authorized tenants within the closed area outside of these hours requires notification to Yosemite Dispatch (209-379-1992) prior to entry.
- Any individuals who possess, in writing, permission from a previously authorized tenant may access that person's previously assigned site for purposes of removal of said tenant's personal property from the premises; presence by these individuals within the closed area outside of the hours between sunrise and sunset requires notification to Yosemite Dispatch (209-379-1992) prior to entry.
- National Park Service staff performing administrative services as approved by the superintendent to provide utility, public safety, resource management, or other required work.

Notice of closure will be posted, and the area will be monitored to ensure compliance; please see attached map entitled "El Portal Trailer Court Area Closure" for more information. The designation will remain in place until rescinded.

Cicely Muldoon
Superintendent

Date



United States Department of the Interior

NATIONAL PARK SERVICE
Yosemite National Park
P.O. Box 577
Yosemite National Park, CA 95389



IN REPLY REFER TO:
10.A (YOSE-SUPT)

MAR 11 2022



Dear [REDACTED]

As we shared in our letter to you dated December 13, 2021, as of March 13, 2022, at 11:59 pm, the National Park Service will officially close the El Portal Trailer Court to occupancy. As this decision was driven by our concerns for life and safety, we want to notify you that utilities will be turned off to mitigate safety hazards. All residents who need more time to remove trailers and/or other belongings from the trailer court have been granted an extension until April 12, 2022, to remove any remaining personal property.

In response to concerns you have expressed about potential theft and/or vandalism, we want to share with you steps we are taking to assist you with protecting your remaining personal property. Gates will be installed at both trailer court vehicle access points to help protect any property that remains on site while you are in the process of removing your belongings. The installed gates will be secured with a combination lock; you may access the trailer court between sunrise and sunset each day, seven days a week. The combination to the gate lock is [REDACTED]. Please remember that the gates are in place to protect the personal property that will remain in the trailer court; please do not share the combination with others. Park rangers will also patrol the area to help protect your personal property.

We recognize that this is a very difficult time. If you find that this initial 30-day extension does not provide sufficient time to remove your personal property, please let us know and we will work with you on an additional extension. If you have questions or concerns, please contact us at yose_superintendent@nps.gov or 209-372-0496.

Sincerely,

for! Cicely Muldoon
Superintendent

March 1, 2022

Dear El Portal Community:

We have been in direct contact with the residents of the trailer court over the last few months, and wanted to update the broader El Portal community directly on the current status. In late 2021, we made the difficult decision to close the El Portal Trailer Court, effective March 13, 2022. The closure is necessary due to the critical safety issues with the trailer court's electrical distribution system and the threat its continued operation poses to human life. Condition assessments conducted this past fall by NPS professionals, a contracted independent electrician, and PG&E staff all found a severely degraded system that is beyond its useful life and at serious risk of failure. That threat to life and safety is too great, particularly as fire season approaches, for us to allow residents to remain in the trailer court. The safety of residents will always be our paramount concern, and is the sole driver of taking this action with this accelerated timeline. After residents have vacated sites by March 13, we will de-energize the overhead infrastructure to trailer court pads. There is no immediate alternative use identified for the area in 2022. In the years to come, the NPS will begin implementing the long-term management plan described in the [Merced River Plan \(MRP\)](#) to convert the trailer court site to a shared public and administrative use RV campground.

The trailer court has long been a part of the Yosemite community, and we acknowledge the extreme hardship that this causes; please know that this action was not taken lightly. Over many years, the park has been managing towards the future non-residential use of the area by attrition as residents moved out. The NPS's intent was to provide a full year of advanced notice prior to implementing a site closure, but this serious safety issue compelled us to act more quickly. Since the decision to terminate the trailer court housing agreements was made, the park has worked closely with community partners to identify housing alternatives and support services for the trailer court residents. Park partners and concessioners have been able to offer alternative housing options nearby for each of their impacted employees. We have also connected all trailer court residents with local county government and community nonprofit housing support services.

We have been in communication with the residents of the trailer court since October 2021, and have recently met or spoken with several residents at their request. We've worked directly with residents who have asked for additional time for the removal of their personal property from their trailer court pad and granted extensions to each of them. We will continue to meet one-on-one with trailer court residents as requested and encourage them to reach out via email (yose_superintendent@nps.gov) or phone (209-372-0496).

One of the many consequences of the pandemic has been a change in NPS policies regarding gatherings, resulting in decreased opportunities for park staff to meet face-to-face with large groups. As life slowly shifts back to normal, we want to create opportunities to meet with members of our local communities. We plan to schedule a meeting in El Portal this spring to provide a forum for respectful discussion and an opportunity for questions and the exchange of information about matters that effect the park as whole and each community in particular. We will work with the El Portal Planning Advisory Committee to set up a time to meet in the coming months.

Thank you for your passion for the area and your stewardship of El Portal in particular.

United States Department of the Interior

NATIONAL PARK SERVICE
Yosemite National Park
P.O. Box 577
Yosemite National Park, CA 95389

IN REPLY REFER TO:
4.B.1 (YOSE-ADMIN)

(b)(6)

Yosemite, CA 95389

Dear (b)(6)

Yosemite National Park is reaching out to tenants of the El Portal Trailer Park Village (“Trailer Court”) to share important information about the current conditions of the site’s electrical distribution system.

The Merced River Plan, finalized in February 2014, outlines the National Park Service’s (NPS) long-term development and use plan for the Trailer Court to convert the site from its current use as a housing area to a shared public and administrative use campground for recreational vehicles. Current management plans are for construction on the project to begin in 2024.

The NPS contracted Laymon Electric for a high-level condition assessment of the electrical distribution system serving the Trailer Court. This limited assessment was based predominantly on visual inspection and completed on September 28, 2021. The assessment found the overhead distribution system to be in very poor condition. There appears to be widespread and significant infrastructure degradation in the overhead power lines, poles, cross arms, and other system components that pose a number of potential safety risks, including fire and electrical shock. The NPS has contacted PG&E to fully assess the condition of the power lines and related infrastructure. One potential outcome that we want to communicate now is that PG&E may determine the condition is such that the infrastructure cannot continue to be operated safely and the system should be de-energized. If requisite repairs are not feasible, particularly in the context of the NPS’s long-term plan for the site, we will work with tenants to accelerate relocation out of the Trailer Court.

The safety of park residents, staff, and tenants is our number one priority and will guide our actions. We are committed to providing as much lead time as we can in the event that we need to terminate housing agreements and request tenants to relocate. In accordance with the terms of your current rental agreement, we would provide at least 60 days advance notice before taking such action. Should PG&E advise or request that power be shut off sooner than that 60-day timeframe, we can work with you to provide temporary NPS housing solutions. We can also assist in connecting tenants with Mariposa County housing assistance programs.

We are not requesting tenants to vacate housing at this time. This letter serves only as notice about the conditions of the Trailer Court’s electrical distribution system. There is no immediate required action, other than to avoid any actions that may risk further degradation to power lines and poles.

Thank you for your understanding and cooperation. We know this could cause considerable hardships. We will continue to communicate regularly with Trailer Court tenants, sharing updates as we learn more from PG&E's assessment and determine the appropriate next steps to ensure everyone's safety. Any questions can be directed to Schree Yager, NPS Housing Manager at schree_yager@nps.gov or 209-379-1839.

Sincerely,

Cicely Muldoon
Superintendent

















































DANGER
HIGH VOLTAGE







P.O. Box 652 • Mariposa, CA 95338 • E-Mail: LaymonElectric@gmail.com
Phone: (209) 347-0874

Barney Riley

National Park Service
P.O. Box 700
El Portal, CA 95318
(209) 379-1063

Re: Trip Report El Portal Trailer Court Electrical Condition Assessment

Dear Barney:

This is a trip report for the inspection requested by you for the Electrical System at the El Portal Trailer Court.

On September 28, 2021, I met with Barney Riley, Chief of Facilities at Yosemite NP. The purpose of the visit was to provide a "high level" or limited condition assessment of the electrical distribution system serving the El Portal Trailer Court. There were no drawings or maintenance records available at the site so the inspection was based on visual observations only. No tests were performed or covers removed, no digging occurred to investigate subsurface rot and no buildings were entered. As such, some assumptions were made based solely on what could be seen and past experience with this location and similar systems in similar locations.

The electrical system at the El Portal Trailer Court consists of two systems, both served by PG&E. One is a 12,000-volt overhead electric distribution system owned and operated by the NPS, serving mobile homes, RVs and 4 domestic water wells that supply water to the El Portal Community. The other system is an underground distribution system owned by PG&E, known as the "G" Loop, consisting of individual meters and RV type service pedestals.

The NPS owned overhead distribution system was completed in April 1960, other than some corrective maintenance or storm damage repairs it has largely been untouched since then. The line extension to the water wells, east of the Trailer Court, was likely built (no records were available to me for that area) in the early 80's when the wells were drilled. There were no construction records available for the "G" Loop but it appears to have been built in the late 60's or early 70's. The NPS Estimated Design Life (EDL) for these types of systems is 50 60 years and some of the individual components as low as 20 30 years, the EDL also assumes a certain level of Preventative or Corrective Maintenance will be performed during that life cycle to remain serviceable for the entire 50 60 years. Other than vegetation management, there is little evidence that much maintenance has occurred on either system.

On the NPS owned overhead system many code violations were observed; degraded poles and cross arms, insulation failure, insufficient grounding, vegetation encroachment, potential safety issues and generally very poor condition. Many of the poles were compromised by splits, checking and woodpecker damage. Due to the age, local conditions and lack of testing or pole maintenance, subsurface rot should also be assumed.

Many of the mobile homes or "permanent" RVs were connected by cords or other non-code compliant means, although the age couldn't be determined they appeared to be decades old and sun damaged which can result in insulation failure and fire to the residence and the surrounding area.

With a system this old and the minimal maintenance that has been performed, loose electrical connections are frequently found and should be assumed throughout the system. A loose connection can create unwanted heating, sparks and general fire danger. Insulation failure was observed on many of the secondary services, this can cause faults, sparks, fire and if personnel come in contact with bare wire, electrical shock.

The most concerning item observed was the lack of protection equipment on the NPS system. The only protection on the system is three PG&E fuses, the NPS switch/overcurrent device has been disconnected from the system (reason unknown), the old switch would not meet current PG&E standards for customer service connections but this system now has no protection on the NPS side. In the event of a tree contact, fault or other event, catastrophic damage could occur. This is both a fire hazard as well as a potential electrical hazard for personnel, the general public, residents and property. If PG&E were to inspect the facility they would likely demand immediate corrective action and/or disconnect the service until an approved protective

Thank You
We Appreciate Your Business

device(s) is installed.

The “G” loop section was generally in fair to poor condition and showing it’s age. Based on NPS EDL standards this system is due for replacement. There were some code violations observed, mostly due to unrepaired damage or lack of maintenance. All of the service laterals are underground so wire and conduit condition could not be evaluated, but at 50+ years, wire insulation is subject to failure just from degradation. Although underground services aren’t as susceptible to damage or prone to fires and are more resilient when regular maintenance isn’t performed, their failures are not unheard of. Given that many of the services in “G” loop have been de-energized for many years they are susceptible to rodent damage or unrealized failure. If they are to be placed back into service there should be a more comprehensive condition assessment and testing protocol employed or replace the service entirely. It appears two transformers and a service riser pole had been replaced in the last 20 years or so by PG&E, no records were available to confirm the exact date. PG&E’s role in a complete rehabilitation in the “G” loop is unknown, but a change in use or increase in capacity would require their approval through their customer service center prior to implementation.

To conclude, overhead electrical systems have inherent risks especially in fire prone areas such as El Portal. Old unmaintained systems are especially prone to failure and do not have the hardened design features employed today to reduce the hazards of fire or increased personnel safety. The condition of the NPS overhead electrical system at the El Portal Trailer Court is in very poor condition. The system is well beyond it’s safe and useful life, exacerbated by the lack of consistent maintenance. To reduce risk and eliminate both the electrical and fire hazards the system should undergo immediate rehabilitation. Consideration should also be given to de-energizing the system until some of the most degraded components can be replaced.

If you have any additional questions or concerns please don’t hesitate to ask. Thank you for the opportunity to provide this service.

Sincerely,

Paul Laymon
Laymon Electric
C10 703247
(209) 347-0874

Thank You
We Appreciate Your Business

From: Maguire, Sean
To: Ronay, Thomas B; Riley, Barney R
Cc: Pieper, Michael E; Bablitch, Katie C
Subject: [EXTERNAL] Trailer court options (action needed)
Date: Tuesday, December 14, 2021 9:02:31 PM
Attachments: FM-700-901 NPS Trailer Court.pdf

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Dear Barney and Tom,

Thank you for your time during recent multiple El Portal trailer court site walkdowns. PGE estimation and contracting has been engaged. Please find the attached contract proposal providing the three options for electrical upgrade work that can be done.

The three options are:

- 1) Rebuild the primary to the 3 water pump wells including 17 primary poles. ((b)(4) and Fire hazard / Action needed),
- 2) Rebuild the trailer court replacing the existing "like for like" ((b)(4)),
- 3) Adder for option 2 plus 50 secondary poles and services providing a full site, comprehensive buildout ((b)(4)).

Option 1 needs to be implemented immediately (weather pending) / Fire hazards and attention needed:

Due to the recent discovery of the rotting poles next to the river feeding the water pump wells, for fire / safety reasons attention is needed immediately and prior to the upcoming dry season / fire season. The poles are old, sound hollow when tapped, split and currently being braced together using metal clamps at the pole at the well. Additionally there was an existing disconnected recloser. These poles and recloser should be replaced as failure could result in the cause of a starting a fire. The 12kv conductors were under minimum clearance heights. Old secondary wiring is disconnected at the transformers. See photos attached. Additional photos will be emailed due to file size limitations.

Let me know if you have any questions. I would be happy to set up a call to discuss further. Thank you for the opportunity to provide electrical services to Yosemite. We appreciate your business.

Best,
Sean

Sean Maguire
Senior Manager, Facility Maintenance
New Revenue Development, Customer Service
Pacific Gas & Electric Company
312.898.0696 cell || sean.maguire@pge.com

We respect your privacy. Please review our privacy policy for more information.
<http://www.pge.com/en/about/company/privacy/customer/index.page>

From: Maguire, Sean
To: Ronay, Thomas B; Riley, Barney R
Cc: Pieper, Michael E; Bablitch, Katie C
Subject: [EXTERNAL] RE: Trailer court options (action needed)
Date: Wednesday, December 15, 2021 4:14:35 PM
Attachments: El Portal Trailer Park 4.png
El Portal Trailer Park 3.png
El Portal Trailer Park 2.png
El Portal Trailer Park 1.png
Recloser and metering poles.png

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Dear Ron and Barney,

Please find the attached some photos highlighting some of the fire hazard concerns that need to be addressed.

Let me know if you have any questions.

Thank you.

Best,
Sean

From: Maguire, Sean
Sent: Tuesday, December 14, 2021 9:00 PM
To: Ronay, Thomas B <Tom_Ronay@nps.gov>; Riley, Barney R <Barney_Riley@nps.gov>
Cc: Pieper, Michael E <Michael_Pieper@nps.gov>; Bablitch, Katie C <Katie_Bablitch@nps.gov>
Subject: Trailer court options (action needed)

Dear Barney and Tom,

Thank you for your time during recent multiple El Portal trailer court site walkdowns. PGE estimation and contracting has been engaged. Please find the attached contract proposal providing the three options for electrical upgrade work that can be done.

The three options are:

- 1) Rebuild the primary to the 3 water pump wells including 17 primary poles. (b)(4) and Fire hazard / Action needed),
- 2) Rebuild the trailer court replacing the existing "like for like" (b)(4)),
- 3) Adder for option 2 plus 50 secondary poles and services providing a full site, comprehensive buildout (b)(4)).

Option 1 needs to be implemented immediately (weather pending) / Fire hazards and attention needed:

Due to the recent discovery of the rotting poles next to the river feeding the water pump wells, for fire / safety reasons attention is needed immediately and prior to the upcoming dry season / fire season. The poles are old, sound hollow when tapped, split and currently being braced together using metal clamps at the pole at the well. Additionally there was an existing disconnected recloser. These poles and recloser should be replaced as failure could result in the cause of a starting a fire. The 12kv conductors were under minimum clearance heights. Old secondary wiring is disconnected at the transformers. See photos attached. Additional photos will be emailed due to file size limitations.

Let me know if you have any questions. I would be happy to set up a call to discuss further.
Thank you for the opportunity to provide electrical services to Yosemite.
We appreciate your business.

Best,
Sean

Sean Maguire
Senior Manager, Facility Maintenance
New Revenue Development, Customer Service
Pacific Gas & Electric Company
312.898.0696 cell || sean.maguire@pge.com

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<http://www.pge.com/en/about/company/privacy/customer/index.page>

United States Department of the Interior

NATIONAL PARK SERVICE
Yosemite National Park
PO Box 577
Yosemite National Park CA 95389-0577

IN REPLY REFER TO:

(YOSE-DIV)

December 13th, 2021

(b)(6)

El Portal, CA 95318

NOTICE OF TERMINATION

Dear (b)(6)

This notice is given in accordance with Sections 1(2), 2 and, 6 Condition for the trailer pad (b) entered into between the National Park Service (NPS), and (b)(6) as Occupant dated February 4th 2021. We are notifying you that you have sixty days to vacate the trailer pad.

Pursuant to said agreement which provides "This lease shall be terminated by the Agency/Bureau for: 1(2) Breach of this agreement; 2 The premises shall be used for residential purposes only. It shall not be assigned or sublet by the occupant in whole or in part, nor shall any business be conducted on the premises unless authorized in writing by the Agency/Bureau head or his/her designated representative, and .6 Occupant shall occupy the housing unit. You have breached this agreement by subletting the unit in whole and not occupying the trailer pad.

Section 1 of the Government Housing Assignment Agreement Notice provides Notice of Government Rights: The Federal government, as the owner and manager of its housing, reserves the right to eliminate its housing, relocate employees, or terminate an employee lease at any time, with at least a 30-day advance written notice. Assignment to government housing is not a right or a benefit of government employment; assignment to housing is never guaranteed. At all times, the Government reserves the right to manage its housing in whatever way it deems necessary to meet mission requirements and to rely on the private market to meet employee housing needs to the maximum extent possible.

Pursuant to said Agreement, which provides "occupancy shall end upon separation of occupant's employment, breach of this agreement, failure to pay rent, occupant shall occupy the housing unit. And the notice of government rights you are hereby notified that said lease will be terminated effective 12:00a.m. on February 11th, 2021. You must vacate the property prior to that time.

We know this could cause considerable hardships. You may be eligible for housing assistance programs or able to find support through one of the several services offered by Mariposa County. For assistance with obtaining rent subsidized housing, you can contact Mariposa Health and Human Services at (209) 966-2000. For support services you can contact Amy Woodward, social worker for County Health and Human Services at (209) 742-0920. For other questions about county housing services, you can email Housing@MariposaCounty.org.

You are responsible for the following, at your own expense:

- Removal of all personal belongings to include your mobile home, all personal items held within the mobile home and all personal belongings and debris located in the yard area and porches
- Removal and disposal of all trash associated with the trailer and exterior lot
- Cancelling of all personal utilities or services such as telephone or cable/satellite TV

-In lieu of removing property, you have the option of surrendering your abandoned trailer and/or belongings to Yosemite National Park Service. Recognizing that the property holds no value and is not considered a donation to NPS. This option must be submitted in writing C/O Yosemite Housing Office, Yosemite National Park, PO Box 700, El Portal, CA 95318 or emailed to yose_housing_office@nps.gov

-Scheduling an exit inspection. Appointments can be made by calling or emailing Yosemite Housing Office at yose_housing_office@nps.gov or calling 209-379-1839

Thank you for your understanding and cooperation. Any questions can be directed to Schree Barrient, NPS Housing Manager at yose_housing_office@nps.gov or 209-379-1839.

Sincerely,

Cicely Muldoon

United States Department of the Interior

NATIONAL PARK SERVICE
Yosemite National Park
PO Box 577
Yosemite National Park CA 95389-0577

IN REPLY REFER TO:

(YOSE-DIV)

December 13th, 2021

(b)(6)

El Portal, CA 95318

NOTICE OF TERMINATION

Dear (b)(6)

This notice is given in accordance with the Government Housing Assignment Agreement for housing unit (b) , entered into between the National Park Service (NPS), and (b)(6) as Occupant dated February 4th, (b)(6) 21.

Pursuant to the Notice of Government Rights within said Agreement, "The Federal government, as the owner and manager of its housing, reserves the right to eliminate its housing, relocate employees, or terminate an employee lease at any time, with at least a 30-day advance written notice. Assignment to government housing is not a right or a benefit of government employment; assignment to housing is never guaranteed. At all times, the Government reserves the right to manage its housing in whatever way it deems necessary to meet mission requirements".

You are hereby notified your Government Housing Assignment Agreement is terminated effective 12:00 a.m. on March 13, 2021, ninety days from the date of this notice.

The National Park Service is implementing closure under the El Portal Trailer Court Action Plan and continuing the long-term development of the Merced River Plan. The plan removes El Portal trailer pads from the park's rental inventory, converting the site from a housing area to a shared public and administrative use campground for recreational vehicles.

On October 23, 2021 you were notified that the Trailer Court's overhead electrical system is in very poor condition and poses a number of potential safety risks. Based on follow up assessment of the electrical utilities and input from PG&E, park management confirmed long term operation of the current infrastructure is not viable. But the assessed condition does not necessitate the immediate depowering of electrical service to the trailer park. Given the safety risks of continued operation, the National Park Service is accelerating the move forward with the closure of the Trailer Park and requiring tenants to vacate their sites within ninety days of this notice. NPS will leave the power on for duration of that ninety-day timeline.

We know this could cause considerable hardships. You may be eligible for housing assistance programs or able to find support through one of the several services offered by Mariposa County. For assistance with obtaining rent subsidized housing, you can contact Mariposa Health and Human Services at (209) 966-2000. For support services you can contact Amy Woodward, social worker for County Health and Human Services at (209) 742-0920. For other questions about county housing services, you can email Housing@MariposaCounty.org.

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Sincerely,

Cicely Muldoon

From: Maguire, Sean
To: Ronay, Thomas B; Riley, Barney R
Cc: Pieper, Michael E; Bablitch, Katie C
Subject: [EXTERNAL] RE: Trailer court options (action needed)
Date: Wednesday, December 15, 2021 4:14:35 PM
Attachments: El Portal Trailer Park 4.png
El Portal Trailer Park 3.png
El Portal Trailer Park 2.png
El Portal Trailer Park 1.png
Recloser and metering poles.png

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Dear Ron and Barney,

Please find the attached some photos highlighting some of the fire hazard concerns that need to be addressed.

Let me know if you have any questions.

Thank you.

Best,
Sean

From: Maguire, Sean
Sent: Tuesday, December 14, 2021 9:00 PM
To: Ronay, Thomas B <Tom_Ronay@nps.gov>; Riley, Barney R <Barney_Riley@nps.gov>
Cc: Pieper, Michael E <Michael_Pieper@nps.gov>; Bablitch, Katie C <Katie_Bablitch@nps.gov>
Subject: Trailer court options (action needed)

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We appreciate your business.

Best,
Sean

Sean Maguire
Senior Manager, Facility Maintenance
New Revenue Development, Customer Service
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<http://www.pge.com/en/about/company/privacy/customer/index.page>

(b)(4), (b)(5) deliberative



(b)(4), (b)(5) deliberative



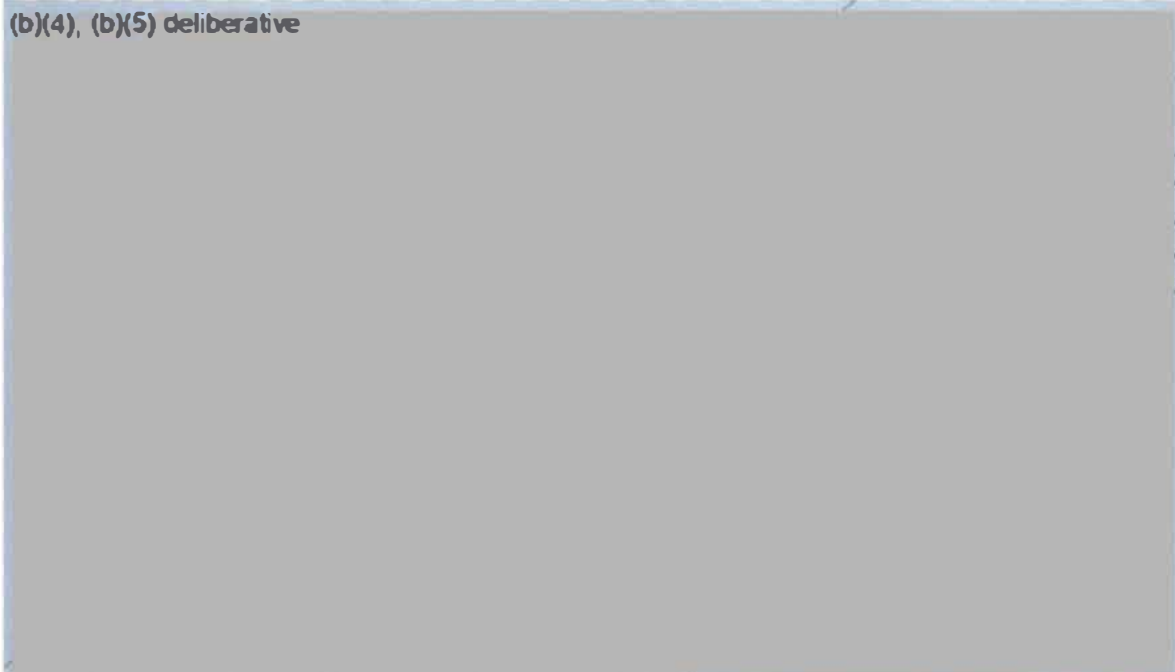
(b)(4), (b)(5) deliberative




(b)(4), (b)(5) deliberative




(b)(4), (b)(5) deliberative



(b)(4), (b)(5) deliberative



(b)(4), (b)(5) deliberative



Areawide Public Utility Contract

For

Electric, Natural Gas, Energy Management Services, and Services
Provided under the Appropriate Regulatory Authority

Contract No. GS-00P-14-BSD-1137

United States of America

and

PACIFIC GAS AND ELECTRIC COMPANY

Franchised Service Areas in California

Negotiated Areawide Contract
No. GS-00P-14-BSD-1137
between the
United States of America
And
PACIFIC GAS AND ELECTRIC COMPANY
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NEGOTIATED AREAWIDE CONTRACT

No. **GS-00P-14-BSD-1137**

BETWEEN THE

UNITED STATES OF AMERICA

AND

PACIFIC GAS AND ELECTRIC COMPANY

THIS AREAWIDE CONTRACT FOR **Electric, Natural Gas, Energy Management Services and Services Provided Under The Appropriate Regulatory Authority** is executed this **10th** day of **December, 2014**, between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "**Government**"), pursuant to the authority contained in Section 201(a) of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 501(b)(1), and, **PACIFIC GAS AND ELECTRIC COMPANY**, a corporation organized and existing under the laws of the State of California, and having its principal office and place of business at 77 Beale Street, San Francisco, CA 94105 (hereinafter referred to as the "**Contractor**");

WHEREAS, the Contractor is a public utility company that is regulated by the California Public Utilities Commission (CPUC) and Federal Energy Regulatory Commission (FERC);

WHEREAS, the Contractor now has on file with the CPUC and FERC and/or with such other regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Commission") all of its effective tariffs, rate schedules, riders, rules and regulatory terms and conditions of service, as applicable; and

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for **Electric, Natural Gas, Energy Management Services and/or Services Provided Under the Appropriate Regulatory Authority** at each Federal facility where the value of the Services provided is expected to exceed \$150,000 annually; and

WHEREAS, where the Government has an areawide contract in effect with a particular utility, then such service is normally to be procured thereunder; and

WHEREAS, the Government is now purchasing such electric, natural gas, energy management services and/or services provided under the Appropriate Regulatory Authority from the Contractor under the Areawide Public Utilities Contract No. GS-00P-07-BSD-0505 that expires on February 27, 2017, or under some other service arrangement; and

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining electric utility services, natural gas utility services, energy management services and/or services provided under the Appropriate Regulatory Authority from the Contractor and to facilitate partnering arrangements as encouraged and authorized by 10 U.S.C. 2911-2918 and 42 U.S.C. 8256; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS.

1.1. As used in this Areawide Contract, the following terms have the meaning as prescribed below:

(a) "**Areawide Contract**" means this master contract entered into between the Government and Contractor to cover the Service acquisitions of all Federal agencies in the franchised / certificated / authorized service territory of the Contractor for a period not to exceed ten (10) years.

(b) **"Appropriate Regulatory Authority"** means the California Public Utilities Commission and/or such other regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Commission").

(c) **"Agency"** means any Federal department, agency, or independent establishment in the executive branch of the Government, any establishment in the legislative or judicial branches of the Federal Government, or any wholly/mixed ownership Government corporation, as defined in the Government Corporation Control Act, a list of which Agencies may be found at ADM 4800.2E on the General Services Administration website.

(d) **"Ordering Agency"** means any Agency that enters into a bilaterally executed Authorization for procurement of **Electric, Natural Gas, Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority** under this Areawide Contract.

(e) **"Authorization"** the term "Authorization" means an order form used to acquire services under this Areawide contract (see Exhibit "A" AUTHORIZATION FOR ELECTRIC SERVICE, Exhibit "B" AUTHORIZATION FOR NATURAL GAS SERVICE, Exhibit "C" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE and/or Exhibit "D" AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY) annexed hereto. With the exception of the provisions defined in "Contractor's Tariff" and "Contractor's Terms and Conditions," all authorizations shall be administered outside of the oversight and purview of the regulatory environment and in accordance with the requirements of the Federal Acquisition Regulations;

(f) **"Termination Authorization"** means an order form used to by the Government to notify the Contractor that the Government wants to discontinue or disconnect a specific utility service provided under this Contract, where the Authorization for Utility Services does not otherwise specify how Utility Services are to be terminated. (SEE EXHIBIT "A" AUTHORIZATION FOR ELECTRIC SERVICE, Exhibit "B" AUTHORIZATION FOR NATURAL GAS SERVICE EXHIBIT "C" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE and/or EXHIBIT "D" AUTHORIZATION OR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY);

(g) **"Service(s)"** means any **electric, electric transmission and distribution, natural gas, energy management services** and/or **services provided under the Appropriate Regulatory Authority** that are generally available from the Contractor pursuant to Contractor's Tariffs or the Contractor's Terms and Conditions, whichever is applicable.

(h) **"Electric Service"** means regulated electric commodities, transmission, distribution, and/or related services.

(i) **"Natural Gas Service"** means regulated gas commodities, transportation, distribution, and/or related services

(j) **"Energy Conservation Measure"** means any specific energy related or water service intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein).

(k) **"Energy Management Service (EMS)"** means any project that reduces and/or manages energy demand in a facility as well as energy audits and any ancillary services necessary to ensure the proper operation of the energy conservation measure. Such measures include, but are not limited to, operating and maintenance and commissioning services (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms.) To be considered an EMS measure, the measure must satisfy all of the following requirements:

1. The EMS measure must produce measurable energy reductions or measurable amounts of controlled energy and/or water use;
2. The EMS measure must be directly related to the use of energy or directly control the use of energy or water;
3. The preponderance of work covered by the EMS measure (measured in dollars) must be for items 1 and 2 above; and
4. The EMS measure must be an improvement to real property or any action that is necessary to ensure the functionality of the EMS measure.

(l) **"Contractor's Tariffs"** means Contractor's utility service tariffs, and includes rate schedules, riders, rules, regulations, and regulated terms and conditions of service as may be modified, amended or supplemented by the Contractor from time to time and approved by the Commission.

(m) **"Contractor's Terms and Conditions"** for this Areawide Contract, means the generic terms, conditions, policies, procedures, payment terms established by the Contractor for those services that are provided pursuant to this Contract, and as such, may be modified, amended, or supplemented by the Contractor from time to time, that are under the Commission's jurisdiction, but are not required to be approved by the Commission and/or not specifically subject to Commission approval before they take effect. The definition of **"Terms and Conditions"** shall not include price-related matters or contract terms developed for specific Authorizations.

(n) **"Connection Charge"** means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest permanent and available point of distribution or transmission, as applicable, and (2) are in accordance with the Contractor's Tariffs and the Commission's rules and regulations, installed, owned, maintained and operated by the Contractor.

(o) **"Class of Service" or "Service Classification"** means those categories of service established in the Contractor's Tariff as filed with the Commission.

(p) **"Utility Service"** means any Electric Service, Natural Gas Service, Energy Conservation Measure, Energy Management Services and/or Services provided under the Appropriate Regulatory Authority that are generally available from the Contractor pursuant to Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable.

(q) **"Hazardous Materials"** means

- i. those substances defined as "hazardous substances" pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Sections 9601 et seq.);
- ii. those substances designated as a "hazardous substance" pursuant to Section 311(b)(2)(A) or as a "toxic pollutant" pursuant to Section 307(a)(1) of the Clean Water Act (33 U.S.C. Sections 1251 et seq.);
- iii. those substances defined as "hazardous materials" pursuant to Section 103 of the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.);
- iv. those substances regulated as a "chemical substance or mixture" or as an "imminently hazardous chemical substance or mixture" pursuant to Section 6 or 7 of the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.);
- v. those substances defined as "contaminants" pursuant to Section 1401 of the Safe Drinking Water Act (42 U.S.C. Sections 300f et seq.), if present in excess of permissible levels;
- vi. those substances regulated pursuant to the Oil Pollution Act of 1990 (33 U.S.C. Sections 2701 et seq.);
- vii. those substances defined as a "pesticide" pursuant to Section 2(u) of the Federal Insecticide, Fungicide, and Rodenticide Act as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978 (7 U.S.C. Sections 136 et seq.);
- viii. those substances defined as a "source", "special nuclear" or "by-product" material pursuant to Section 11 of the Atomic Energy Act of 1954 (42 U.S.C. Section 2014 et seq.);
- ix. those substances defined as "residual radioactive material" in Section 101 of the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. Sections 7901 et seq.);
- x. those substances defined as "toxic materials" or "harmful physical agents" pursuant to Section 6 of the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.);
- xi. those substances defined as "hazardous air pollutants" pursuant to Section 112(a)(6), or "regulated substance" pursuant to Section 112(a)(2)(B) of the Clean Air Act (42 U.S.C. Sections 7401 et seq.);
- xii. those substances defined as "extremely hazardous substances" pursuant to Section 302(a)(2) of the Emergency Planning & Community Right-to-Know Act of 1986 (42 U.S.C. Sections 11001 et seq.);
- xiii. those other hazardous substances, toxic pollutants, hazardous materials, chemical substances or mixtures, imminently hazardous chemical substances or mixtures, contaminants, pesticides, source materials, special nuclear materials, by-product materials, residual radioactive materials, toxic materials, harmful physical agents, air pollutants, regulated substances, or extremely hazardous substances defined in any regulations promulgated pursuant to any environmental Law, and
- xiv. all other contaminants, toxins, pollutants, hazardous substances, substances, materials and contaminants, polluted, toxic and hazardous materials, the use, disposition, possession or control of which is regulated by one or more Laws.

(r) **"Hazardous Wastes"** means those substances defined as "hazardous waste" pursuant to Section 1004(5) of the Resource, Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), and those other hazardous wastes defined in any regulations promulgated pursuant to any environmental law.

1.2. This Article is hereby expanded to include the additional definitions contained in FAR Clause 52.202-1, Definitions (MAY 2001), 48 C.F.R. 52.202-1, which are incorporated herein by reference.

ARTICLE 2. SCOPE AND DURATION OF CONTRACT.

2.1. This Areawide Contract shall be in effect on and after the **10th day of December, 2014 ("Effective Date")**, and shall continue for a period of ten (10) years ("**Term**"), except that the Government, pursuant to the clause contained in FAR 52.249-2 (48 C.F.R. 52.249-2), incorporated into this Areawide Contract under Article 14.1-34, or the Contractor, upon sixty (60) days written notice to the Government, and without liability to the Government or any Ordering Agency, may terminate this Areawide Contract, in whole or in part, when it is in their respective interest to do so, provided, however, that neither the stated duration of this Areawide Contract nor any other termination of it, in whole or in part, pursuant to such incorporated clause, this Article 2.1, or otherwise, shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's Tariffs, rates, rules, regulations, riders, practices, or terms and conditions of Service as may be modified, amended, or supplemented by the Contractor and approved from time to time by the Commission.

2.2. Authorizations may be executed under this Areawide Contract at any time during the Term of this Areawide Contract, up to and including the last date this Areawide Contract is effective. Any Authorization negotiated and executed during the Term of Contract No.

GS-00P-14-BSD-1137 shall be valid during the Term of this Areawide Contract, provided the total term of the individual Authorization does not exceed ten (10) years.

2.3. The provisions of this Areawide Contract shall not apply to the Contractor's Service to any Agency until both the Ordering Agency and the Contractor execute a written Authorization for **Electric, Natural Gas, Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority**. Upon bilateral execution of an Authorization, the Contractor agrees to furnish to the Ordering Agency, and the Ordering Agency agrees to purchase from the Contractor, the above noted Services for the installation(s) or facilities named in the Authorization pursuant to the terms of this Areawide Contract.

2.4. Nothing in this Areawide Contract shall be construed as precluding the Ordering Agency and the Contractor from entering into an Authorization for negotiated rates or Service of a special nature, provided such negotiated rates or Service are in accordance with the rules and regulations of the Commission, if applicable.

2.5. This Areawide Contract may be used by an Ordering Agency to obtain electric services that are offered by Contractor, as further described in 40 U.S.C. Section 591, to the extent it is applicable, (quoted here in relevant part): "A department, agency, or instrumentality of the Federal Government may not use amounts appropriated or made available by any law to purchase electricity in a manner inconsistent with State law governing the provision of electric utility service..."

To facilitate an Ordering Agency obtaining services under Contractor's standard agreements for utility service, an Exhibit "D" has been included in this Areawide Contract. This Exhibit "D" is designed so it also can be used by an Ordering Agency when a change requested by the Ordering Agency to Contractor's standard terms and conditions for utility service has been approved by the Appropriate Regulatory Authority.

ARTICLE 3. EXISTING CONTRACTS.

3.1. The parties agree that an Agency currently acquiring Service from the Contractor under a separate written contract may continue to do so until that contract expires or until such time as the Agency and the Contractor mutually agree to terminate that separate written contract and have such Service provided pursuant to this Areawide Contract by executing an appropriate Authorization or Authorizations.

3.2. Existing special rates and services of a special nature currently provided under a separate written contract may be continued under the Authorizations described in Article 3.1 if requested by the Ordering Agency and agreed upon by the Contractor.

ARTICLE 4. AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION.

4.1. To obtain or change Service under this Areawide Contract, the Ordering Agency shall complete the appropriate Authorization and forward it to the Contractor. Upon the request of the Ordering Agency, the Contractor shall endeavor to provide reasonable assistance to the Ordering Agency in selecting the service classification which may be most favorable to the Ordering Agency. Upon execution of an Authorization by both the Contractor and the Ordering Agency, the date of initiation or change in Service shall be effective as of the date specified in the Authorization. An executed copy of the Authorization shall be transmitted by the Ordering Agency to GSA at the address provided in Article 16.1.

4.2. During the Term of this Areawide Contract, effective Authorizations need not be amended, modified, or changed by an Ordering Agency to reflect changes in: accounting and appropriation data, the Contractor's Tariff, the Contractor's cost of purchased fuel, or the estimated annual cost of Service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the Service requirements of an Ordering Agency, an amended Authorization shall be mutually agreed upon and executed.

4.3. An Ordering Agency or the Contractor may discontinue Service provided pursuant to this Areawide Contract to a particular Federal facility or installation by delivering a written Termination Authorization to the other. Such discontinuance of Service by an Ordering Agency or the Contractor shall be in accordance with the terms of this Areawide Contract and the Contractor's Tariffs.

4.4. In the event the Areawide Contract is not renewed at the expiration of the contract term, any active authorizations for services shall be controlled by the Contract terms and conditions in effect at the time of award.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1. A complete listing of all Contractor's Tariffs, as amended, supplemented, modified and revised from time to time, is available to the Government and any Ordering Agency electronically at the Contractor's website accessible via <http://www.pge.com/tariffs/> (Insert PG&E web site address)

5.2. Subject to the provisions of Article 2.3, all **Electric, Natural Gas, Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority** purchased under this Areawide Contract, as well as any other action under this Areawide Contract shall be in accordance with, and subject to, the Contractor's Tariffs, except to the extent that same are preempted by Federal law or by the terms of this Agreement. Throughout the Term of the Areawide Contract, the Government shall have full

access to the Contractor's currently effective Tariffs. In the event the Contractor's Tariffs become inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariffs in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to all customers.

5.3. If, during the Term of this Areawide Contract, the Commission approves a change in rates for services specified in Authorizations in effect hereunder, the Contractor agrees to continue to furnish, and the Ordering Agency agrees to continue to pay for, those Services at the newly approved rates from and after the date such rates are made effective. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

5.4. The Contractor hereby represents and warrants to the Government that the Service rates available to any Ordering Agency hereunder shall at all times not exceed those generally available to any other customer served under the same Service Classification for the same or comparable service, under like conditions of use. Nothing herein shall require the Contractor to apply service rates that are inapplicable to the Ordering Agency.

5.5. Reasonable written notice via an Authorization shall be given by the Ordering Agency to the Contractor, at the address provided in Article 16.2, of any material changes proposed in the volume or characteristic of utility services required by the Ordering Agency.

5.6. To the extent required by the Contractor's Tariffs, Terms and Conditions or the Commission's rules and regulations, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission or distribution lines, related special facilities, Service arrangements, demand side management services (including any rebates to which the Ordering Agency may be entitled), energy audit services, or other Services required or requested by an Ordering Agency shall be provided and, as applicable, billed for, by the Contractor. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for such technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such Ordering Agency. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered, as mutually agreed upon by the Contractor and the Agency, and shall comply with Contractor's Tariffs or Terms and Conditions, if applicable. The Authorization or any other agreement used to obtain and provide the matters, Services, or technical assistance described in this Article 5.6 shall contain information descriptive of the matters, Services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Ordering Agency to the Contractor for the provision of said matters, Services, or technical assistance.

5.7. Any charges for matters or Services referenced in Article 5.6 hereof which are not established by the Contractor's Tariffs or Terms and Conditions shall be subject to audit by the Ordering Agency prior to payment provided, however, that notwithstanding such right to audit, payment for the matters and Services referenced in Article 5.6 thereof shall not be unreasonably withheld or denied. The Contractor further warrants and represents to the Government that charges for the matters or Services referenced in Article 5.6 hereof will not exceed the charges billed to other customers of the Contractor served under the same Service Classification for like matters or Services provided under similar circumstances.

5.8. The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of Contractor's Tariff(s) or Terms and Conditions are subject to the jurisdiction and regulation of the Commission having jurisdiction.

ARTICLE 6. BILLS AND BILLING DATA.

6.1 The Electric, Natural Gas, Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority supplied hereunder shall be billed to the Ordering Agency at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required by the Commission to substantiate the billing and such other reasonable and available data as may be requested by the Ordering Agency, provided that such other data are contained in bills provided to other customers of the Contractor served under the same Service Classification as the Ordering Agency.

ARTICLE 7. PAYMENTS FOR SERVICES.

7.1. Payments hereunder shall not be paid in advance of Services rendered. The Ordering Agency shall effect payment of all bills for regulated Services rendered under this Areawide Contract in accordance with the terms of the Contractor's Tariff. All bills are rendered as "net" bills which will be subject to a late payment charged of three percent (3%) of net bill when not paid within seventeen (17) days following the mailing of the bill provided, however, that any customer requesting an adjusted due date shall be allowed an additional period of time for payment of the net bill as hereinafter provided. Contractor may, at its option, forego the assessment of a late payment charge. Changes in the Contractor's Tariff provisions for the payment of bills shall supersede the provisions of this paragraph to the extent of the applicability of such changes.

7.2. The Ordering Agency will make invoice payments for Services not subject to the direct oversight of the Commission in accordance with the provisions of the FAR Subpart 52.232-25 (Article 14.1-16). The interest rate for late payments made pursuant to this clause shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 C.F.R. 1315.

7.3. Payments hereunder shall not normally be made in advance of services rendered in accordance with 48 C.F.R. Subpart 32.4, unless required by the Contractor's Tariff. The applicability of this provision is limited to connection charge and line extension payments specifically cited in the Contractor's Tariff.

7.4. Each payment made by Treasury check to the Contractor shall include the Contractor's billing stub(s), or a Government or Ordering Agency payment document, that clearly and correctly lists all of the Contractor's account numbers to which the payment applies and the dollar amount applicable to each account. If payment is by Electronic Funds Transfer either through the Automated Clearing House (ACH) or the Federal Reserve Wire Transfer System, the provisions of FAR Subpart 52.232-34 shall apply (See Article 14).

ARTICLE 8. CONTRACTOR-OWNED METERS.

8.1. Metering equipment of standard manufacture suitable to measure all utility services supplied by the Contractor hereunder shall be furnished, installed, calibrated and maintained by the Contractor at its expense. In the event any meter fails to register or registers incorrectly, as determined by the regulations of the Commission, billing adjustments shall be made in accordance with such regulations.

8.2. The Contractor, so far as possible, shall read all meters at regular intervals in accordance with the Contractor's Tariff and the Commission's regulations.

8.3. Meters shall be inspected upon installation at no direct charge to the Ordering Agency. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done in such place and manner as provided by the Commission's regulations. Upon notice that a meter is failing to register correctly, the Contractor shall take immediate steps to effect replacement or repair. Ordering Agencies shall have the right to request a meter test in accordance with the procedures prescribed in the Commission's regulations. The tests and applicable meter accuracy standards are those set forth in the Commission's regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Commission's regulations.

8.4. For the purposes of this Article 8, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with Commission guidelines for utility service(s). References to meters under this Article shall not apply to meters that are to be installed by the Contractor at the request of an Ordering Agency, to be owned by the Government as a part of an Authorization for Energy Management Service or other Service.

ARTICLE 9. EQUIPMENT AND FACILITIES.

9.1. Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's regulated Tariffs. The Ordering Agency shall provide, free of charge to the Contractor, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by the Contractor and necessary to supply Service hereunder. The Contractor shall, at all times during the Term of this Areawide Contract, operate and maintain at its expense such equipment or facilities as for which it has responsibility in accordance with this Article 9.1, and shall assume all taxes and other charges in connection therewith. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995)), to the extent required by the Contractor's Tariffs and the Commission's rules and regulations, and in accordance thereof, such equipment and facilities as for which the Contractor has responsibility in accordance with this Article 9.1 shall be removed, or any underground equipment or facilities for which the Contractor has responsibility in accordance with this Article 9.1, such underground equipment or facilities may be abandoned, and in both cases, the Agency's premises restored, by the Contractor at its expense, within a reasonable time after discontinuance of service to the Ordering Agency.

9.2. All necessary rights-of-way, easements and such other rights necessary to permit the Contractor to perform under this Areawide Contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariffs and the Commission's rules and regulations.

9.3 Any special or added facilities installed at the Government's request shall be installed in accordance with Contractor's Tariffs for special or added facilities.

ARTICLE 10. LIABILITY.

10.1. If the Government and/or an Ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply service or to correct dangerous situations which are a threat to public safety, the Government shall be responsible for any liability resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article (10.1) shall not be construed to limit the Government's liability under applicable law.

10.2. The Contractor's liability to the Government and to any Ordering Agency for any failure to supply Service, for any interruptions in Service, and for any irregular or defective Service shall be determined in accordance with the Contractor's Tariffs.

10.3. Except as provided above, and in accordance with the Contractor's Tariff and Terms and Conditions, the Government shall not be liable for damage or injury to any person or property, including death, occasioned by the Contractor's, its employees' or agents' negligent installation, use, operation or intentional misuse of the Contractor's equipment or facilities.

10.4. In accordance with the Contractor's Tariff and/or Terms and Conditions, neither the Contractor nor its employees or agents, shall be liable for damage or injury to any person or property, including death, occasioned by the negligent installation, use, operation or intentional misuse of Contractor's equipment or facilities by the Government, its employees or agents.

10.5. The Contractor shall not be liable for incidents arising out of or in any way connected with the violation or compliance with any local, state or federal environmental law or regulation resulting from pre-existing conditions at a Government job site, release or spill of any pre-existing Hazardous Materials or Hazardous Waste, or out of the management and disposal of any pre-existing contaminated soils or ground water, hazardous or non-hazardous, removed from the ground as a result of work performed by the Contractor.

10.6. The Government agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability. Responsibility for testing, abatement, remediation, and/or disposal of Hazardous Material, including, but not limited to, contaminated soil, lead paint, asbestos, fuel oil, or underground fuel oil tanks, shall remain with the Government. Where there is reason to suspect that Hazardous Material is present at the work site, or where Hazardous Material is encountered during the course of work being performed, the Contractor shall stop work, notify the Contracting Officer and Activity personnel, and request that the Government test the work site for such Hazardous Material and appropriately abate and dispose of such Hazardous Material. Once the work site has been cleared of all Hazardous Material, the Contractor shall resume work in that area.

ARTICLE 11. ACCESS TO PREMISES.

11.1. The Contractor shall have access to the premises served at all reasonable times during the Term of any Exhibit executed under this Areawide Contract and for a reasonable period of time following its expiration or termination, whichever occurs earliest, to perform certain work, which shall include but not be limited to the following: for the purpose of reading meters, making installations, repairs, replacement, maintenance or removals of the Contractor's equipment, or for any other proper purposes hereunder provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be reasonably necessary or advisable. However, any such limitation or restriction shall not be to the extent to prohibit the Contractor's ability to complete all work incident to the termination or expiration of this Areawide Contract.

ARTICLE 12. PARTIES OF INTEREST.

12.1. This Areawide Contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

12.2. When the Contractor becomes aware that a change in ownership or company name has occurred, or is certain to occur, the Contractor shall notify the Contracting Officer at the address provided in Article 16.1 not later than thirty (30) days after the effectiveness of any such ownership or name change. In the event the Contractor fails to make the notification required by this Article 12.2, the Government cannot guarantee the timely payment of outstanding invoices in accordance with the provisions of Article 7.1; however, the Government shall be responsible for all payments related to the Services provided by the Contractor hereunder.

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS.

13.1. This Areawide Contract incorporates by reference the representations and certifications made by the Contractor which shall be filed annually electronically at www.sam.gov.

13.2. Contractor represents that the following persons are currently authorized to negotiate and execute on its behalf with the U.S. Government in connection with this Areawide Contract: (List names, titles, and telephone numbers of the authorized negotiators):

1. Steve Malnight, Senior Vice President Regulatory Affairs, 415-973-3247
2. Laurie Giammona, Senior Vice President Customer Care Organization, 415-973-3120
3. Greg Kirlay, Senior Vice President Distribution Operations, 415-973-3047
4. Christopher Gillis, Principal Account Manager, 415-973-3770

Contractor reserves the right to amend the above-list of persons at any time by delivering written notice to the Government at the address provided in Article 16.1.

ARTICLE 14. SUPPLEMENTAL CLAUSES.

14.1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This Areawide Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>.

<u>FAR REF</u>	<u>Federal Acquisition Regulation</u>
(1) 52.202-1	Definitions (NOV 2013)
(2) 52.203-3	Gratuities (APR 1984)
(3) 52.203-5	Covenant Against Contingent Fees (MAY 2014)
(4) 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
(5) 52.203-7	Anti-Kickback Procedures (MAY 2014)
(6) 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
(7) 52.204-4	Printed/Copied Double-Sided on Recycled Paper (MAY 2011)
(8) 52.204-7	System for Award Management (JUL 2013)
(9) 52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards (JUL 2013)
(10) 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
(11) 52.211-10	Commencement, Prosecution and Completion of Work (APR 1984)*
(12) 52.215-19	Notification of Ownership Changes (OCT 1997)
(13) 52.219-8	Utilization of Small Business Concerns (JAN 2011)
(14) 52.219-9	Small Business Subcontracting Plan (JUL 2013)
(15) 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
(16) 52.222-26	EQUAL OPPORTUNITY (MAR 2007)
(17) 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
(18) 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
(19) 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
(20) 52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEPT 2010)
(21) 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
(22) 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
(23) 52.223-4	Recovered Material Certification (May 2008)
(24) 52.223-5	Pollution Prevention and Right-To-Know Information (MAY 2011)
(25) 52.223-6	Drug-Free Workplace (May 2001)
(26) 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
(27) 52.232-18	AVAILABILITY OF FUNDS (APR 1984)
(28) 52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
(29) 52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN CERTIFICATION (SEP 2010)
(30) 52.229-1	State and Local Taxes (APR 1984)
(31) 52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)*
(32) 52.232-25	Prompt Payment (JUL 2013)
(33) 52.232-23	Assignment of Claims (JAN 1986)
(34) 52.232-34	Electronic Funds Transfer Payment (JUL 2013)
(35) 52.233-1	Disputes (MAY 2014)
(36) 52.236-5	Material and Workmanship (APR 1984)*
(37) 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
(38) 52.241-2	Order of Precedence – Utilities (FEB 1995)
(39) 52.241-3	Scope and Duration of Contract (FEB 1995)*
(40) 52.241-4	Change in Class of Service (FEB 1995)*
(41) 52.241-5	Contractor's Facilities (FEB 1995)*
(42) 52.241-8	Changes in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995)*
(43) 52.241-11	Multiple Service Locations (FEB 1995)*
(44) 52.242-13	Bankruptcy (JUL 1995)
(45) 52.243-1	Changes-Fixed Price (AUG 1987)
(46) 52.244-5	Competition in Subcontracting (Dec 1996) ¹
(47) 52.249-	Default (Particular version to be specified in Exhibit)*
(48) 52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
(49) 52.253-1	Computer Generated Forms (JAN 1991)
(50) 52.232-27	Prompt Payment for Construction Contracts (JUL 2013)*

¹ INDICATES THAT THE CLAUSE APPLIES TO THE ENERGY MANAGEMENT AUTHORIZATION AND ONLY TO THE EXTENT THAT THE CONTRACTING OFFICER OF THE DELIVERY ORDER DETERMINES THAT THE CLAUSE IS NECESSARY FOR EFFICIENT CONTRACT ADMINISTRATION.

Clauses marked with an asterisk (*) are only applicable if checked on a Exhibit, and only to the work ordered on that Exhibit.

14.2 Unregulated Services.

Pursuant to this Areawide Contract, the Contractor may provide energy related services that are not subject to rate and tariff regulations by the Commission under a pre-approved alternative (FAR 52.241-8) that demonstrates the Contractor will provide these services under terms and conditions that are competitive and otherwise in the best interests of the Ordering Agency. If, as demonstrated by the Ordering Agency, the conditions for use of this pre-approved alternative cannot be satisfied, then the Ordering Agency should consider the requirement of the Competition in Contracting Act of 1984 and the extent to which a competitive acquisition process is required to select and award a contract for these unregulated services. If an Authorization under this Areawide Contract is utilized, the prices and terms and conditions for unregulated services offered by the Contractor shall be negotiated subject to the requirements of FAR 41.5, subject to the general requirements of FAR 52.241-8.

14.3 Repeal of Clauses During Term of Areawide Contract.

If, during the Term of this Areawide Contract, any of the clauses contained in this Article are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this Areawide Contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of this Areawide Contract or other clauses referenced in this Article. The parties' conduct thereafter shall be modified accordingly and reflect the repeal, revocation, or dissolution as related to their respective rights and obligations hereunder.

14.4 Clauses Incorporated in Full Text.

1. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

As prescribed in 22.1605, insert the following clause:

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/olms/regs/compliance/E013496.htm;
or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this Clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

2. 52.241-7 Change In Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)

The items included in Contractor's Tariff are available to the government and any Ordering Agency electronically at the Contractor's website, <http://www.pge.com/en/about/rates/index.page>. In addition, the government and any Ordering Agency may register at the website maintained by each of the respective Regulatory Commissions for each docket opened regarding Contractor for automatic electronic notifications pertaining to that docket. Contractor shall comply with the Commission's regulatory requirements applicable to notifications to Contractor customers for changes to Contractor's Tariff.

(End of clause)

3. 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

As prescribed in [52.107\(a\)](#), insert the following provision:

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(SEE ARTICLE 14.1)

4. The requirements of the Disputes clause at Federal Acquisition Regulation (FAR) 52.233-1 are supplemented to provide that matters involving the interpretation of tariffed retail rates, tariff rate schedules, and tariffed terms provided under this Areawide contract are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

14.4 State Taxes.

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Government agrees either to pay the amount of the state or local taxes to the Contractor or provide evidence necessary to sustain an exemption from such taxes.

ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN.

15.1. Attached hereto and made a part hereof by reference is a SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS, SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED INDIVIDUALS, HUB ZONE BUSINESS CONCERNS, WOMAN OWNED SMALL BUSINESS CONCERNS, VETERAN-OWNED SMALL BUSINESSES CONCERNS AND DISABLED VETERAN-OWNED BUSINESSES negotiated between the Contractor and the Government, which is applicable on a company wide basis pursuant to the requirements of Section 211 of P.L. 95-507, as amended (15 U.S.C. 637(d)). The Contractor expressly understands that this subcontracting plan is an annual plan and hereby agrees to submit a new subcontracting plan by November 30th of each year during the Term of this Areawide Contract.

15.2. Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Energy Division web site accessible via <http://www.gsa.gov/energy>.

ARTICLE 16. NOTICES.

16.1. Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, PBS, Office of Facilities Management and Services Program; Director, Energy Division, 1800 F Street, NW Room 5116, Washington, DC 20405.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to: Pacific Gas and Electric Company, Corporate Account Manager, Energy Solutions & Service, 245 Market Street, Room 845D, <ail Code NBC, San Francisco, CA 94105____ (Telephone Number: (415)973-3770), (E-mail: CXGL@pge.com_) or to such other person as the Contractor may hereafter designate in writing.

16.3. The Ordering Agency shall provide GSA with a copy of all fully executed Exhibits including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING.

17.1. The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements, in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by October 30 of each year during the Term of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of system can be found at <http://www.esrs.gov>.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS.

18.1. Measurement and verification: Energy Conservation Measures (ECM) will not be normally considered unless a net overall energy usage or cost reduction can be demonstrated and verified. Verification standards for energy projects are established in the North-American Energy Measurement and Verification Protocol (NEMVP), published by the Department of Energy's Federal Energy Management Program (FEMP).

18.2. Unless otherwise provided by law, the following provisions shall apply:

(a) Payment for energy conservation measures, when authorized as Energy Management Service (EMS), shall be equal to the direct cost of capital or financing amortized over a negotiated payment term commencing on the date of acceptance of the completed installation;

(b) The payment term for Authorizations involving energy conservation measures should be calculated to enable the Ordering Agency's payment(s) to be lower than the estimated cost savings to be realized from its implementation. In no event, however, shall this term exceed eighty percent (80%) of the useful life of the equipment/material to be installed.

18.3. Subcontracting: The Contractor may perform any or all of its requested Services through subcontractors, including its unregulated affiliates. ECM subcontractors shall be competitively selected in accordance with FAR 52.244-5 (Article 14.1-44 herein). Subcontractor selection shall be based on cost, experience, past performance and other such factors as the Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Government, the Contractor shall make available to the contracting officer all documents related to the selection of a

subcontractor. In no event shall the Service be provided by subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to 48 C.F.R. 9.404 (Article 14.1-10 herein).

18.4. For all Authorizations involving Energy Conservation Measures, it is desirable to have a Warranty Clause that addresses the specific needs and requirements of the work being performed and equipment that is to be provided by the Contractor; however, in the absence of a Warranty Clause in the Authorization, the following language will serve as the default Clause:

The Company shall pass through to the Agency all warranties on equipment installed or provided by it or its subcontractors on Government property with the following representation:

Pacific Gas and Electric Company ACKNOWLEDGES THAT THE UNITED STATES OF AMERICA WILL OWN OR LEASE THE EQUIPMENT AND/OR MATERIALS BEING INSTALLED OR SUPPLIED HEREUNDER, AND, ACCORDINGLY, AGREES THAT ALL WARRANTIES SET FORTH HEREIN, OR OTHERWISE PROVIDED BY LAW IN FAVOR OF GOVERNMENT SHALL INURE ALSO TO THE BENEFIT OF THE UNITED STATES AND THAT ALL CLAIMS ARISING FROM ANY BREACH OF SUCH WARRANTIES OR AS A RESULT OF DEFECTS IN OR REPAIRS TO SUCH EQUIPMENT OR SUPPLIES MAY BE ASSERTED AGAINST **Pacific Gas and Electric Company** OR MANUFACTURER DIRECTLY BY THE UNITED STATES OF AMERICA.

18.5. The Ordering Agency shall submit to GSA a copy of all preliminary energy audit results or energy conservation measure analysis for review and compliance with Federal regulations and policy. Upon written confirmation of the aforementioned information, the Ordering Agency may negotiate Task Orders with the Contractor for the implementation of the energy conservation measures described in the preliminary documents. The Ordering Agency shall provide GSA with copies of fully executed Exhibit "B" Authorizations for any Energy Management Services resulting from confirmed/approved energy audits, including any applicable attachments, at the address provided in Article 16.1.

18.6. Contractor's Responsibilities under this Areawide Contract:

(a) The Contractor shall not provide Energy Management Service to Federal facilities unless the facility is a current customer or prospective customer of the regulated utility within the franchised service territory of the utility company providing such services.

(b) The work that is to be performed under the Authorization for Energy Management Services shall be limited to work resulting in a direct reduction in energy usage (see Article 1.1(j)) and any modification or repair that is necessary as a direct result of the installation of the ECM.

18.7. Guaranteed Savings and Scoring of UESC's by the Ordering Agency(ies):

UESC's that meet the definition of "Energy Management Service" ("EMS") prescribed in Article 1.1(k) of this Areawide Contract, and which follow the guidance prescribed in OMB Memoranda M-12-21 and M-98-13, may be scored for budgetary purposes by the Ordering Agency(ies) on an annual basis if the UESC requires:

- (a) Energy savings performance assurances or guarantees of the savings to be generated by improvements, which must cover the full cost of the Federal investment for the improvements;
- (b) Measurement and verification (M&V) of savings through commissioning and retro-commissioning; and
- (c) Competition or an alternatives analysis as part of the selection process prior to entering into a UESC

ARTICLE 19. MISCELLANEOUS.

19.1. Contract administration: The Ordering Agency shall assist in the day-to-day administration of the Service being provided to it under an Authorization.

19.2. Anti-Deficiency: Unless otherwise authorized by Public Law or Federal Regulation, nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the matter of any Authorization executed in accordance with this Areawide Contract or to involve the Government in an obligation for the future expenditure of monies before an appropriation is made (Anti-Deficiency Act, 31 U.S.C. 1341.A.1).

19.3. Obligation to Serve: Nothing contained in this Areawide Contract shall obligate the Contractor to take any action which it may consider to be detrimental to its obligations as a public utility.

19.4 Term of Authorizations: It is recognized that during the Term of this Areawide Contract, situations and/or requirements may arise where it may be desirable that the term of service to an Ordering Agency's facility extend beyond the Term of this Areawide Contract. In such event, the particular Authorization involved may specify a term extending beyond the Term of this Areawide Contract, provided that it is within the contracting authority of the Ordering Agency and appropriate termination liability provisions have been negotiated between the Contractor and Ordering Agency to address unamortized balances for connection charge or energy management service projects.

19.5. Indemnification: Any indemnification language contained in standard form agreements executed between the Ordering Agency and the Contractor shall be binding upon the Federal Government only to the extent authorized by opinions of the Government Accountability Office and the Federal Torts Claims Act.

19.6. Waiver of Sovereign Immunity: Any language contained in standard form agreements executed between the Ordering Agency and the Contractor shall not be construed to waive the federal government's sovereign immunity, and may not be applicable where the federal government's sovereign immunity has not otherwise been waived by statutory law.

19.7. Effective Date: Contractor will advise file a copy of this Areawide Contract upon execution by the Government and Contractor with the California Public Utilities Commission pursuant to General Order 96 B, Section 8.2.3. It shall become effective and binding upon Contractor's filing it with the Commission pursuant to General Order 96 B, Section 8.2.3 and Contractor shall provide a conformed copy of its filing to the Government. This Areawide Contract shall at all times be subject to such changes or modifications by the Commission as it may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Areawide Contract as of the day and the year first above written.

UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

(b)(6)

By:

GSA, PBS, Energy Division
Contracting Officer

ATTEST:

(b)(6)

By:

GSA, PBS, Energy Division

PACIFIC GAS AND ELECTRIC COMPANY

(b)(6)

By:

Title: SVP, Regulatory Affairs

ATTEST:

(b)(6)

By:

Title: Principal Accounting Officer

CERTIFICATE

I, Wendy Lee, certify that I am Assistant Corporate Secretary of **PACIFIC GAS AND ELECTRIC COMPANY**, named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-14-BSD-____; that Steven Madhant, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then Sr Vice President, Regulatory Affairs of said Corporation; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

(b)(6)
/s/ 

(Corporate Seal)

EXHIBIT "A"

Contractor's ID NO. _____ (Optional)
 Ordering Agency's ID _____ (Optional)

PACIFIC GAS AND ELECTRIC COMPANY
AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE,
OR DISCONNECTION AND/OR TERMINATION OF ELECTRIC SERVICE UNDER
CONTRACT NO. GS-OOP-14-BSD-1137

Ordering Agency: _____
 Address: _____

Pursuant to Contract No. GS-OOP-14-BSD-1137 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Article 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____
 SERVICE ADDRESS: _____

NATURE OF SERVICE: ☐ Connect, ☐ Change, ☐ Disconnect, ☐ Continue Service, ☐ DSM Work,
☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special Facilities,
☐ Transmission and Distribution Services

OTHER TERMS AND CONDITIONS: _____
 Attach any other relevant terms and conditions under which service will be provided.

POINT OF DELIVERY: _____

TERM OF SERVICE: From _____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. _____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.)

ESTIMATED ANNUAL ENERGY USAGE: _____ KWH, ESTIMATED DEMAND: _____ KW

ESTIMATED ANNUAL SERVICE COST: \$ _____

ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: \$ _____ (if applicable)**

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____

FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) _____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
- (2) _____ 52.236-5 Material and Workmanship (APR 1984)
- (3) _____ 52.241-4 Change in Class of Service (FEB 1995)
- (4) _____ 52.241-3 Scope and Duration of Contract (FEB 1995)
- (5) _____ 52.241-5 Contractor's Facilities (FEB 1995)
- (6) _____ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)
- (7) _____ 52.241-11 Multiple Service Locations (FEB 1995)
- (8) _____ 52.243-1 Changes-Fixed Price (AUG 1987)
- (9) _____ 52.249- Default (_____) (Specify appropriate Clause)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS: _____ in _____ copies.

The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

 (Ordering Agency)

PACIFIC GAS AND ELECTRIC COMPANY
 (Contractor)

By: _____
 Authorized Signature
 Title: _____
 Date: _____

By: _____
 Authorized Signature
 Title: _____
 Date: _____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "B"

Contractor's ID NO. _____ (Optional)
Ordering Agency's ID _____ (Optional)

PACIFIC GAS AND ELECTRIC COMPANY AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION OF NATURAL GAS SERVICE UNDER CONTRACT NO. GS-OOP-14-BSD-1137

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS OOP-14-BSD-1137 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: ☐ Connect ☐ Change ☐ Disconnect ☐ Continue Service
☐ Line Extension, Alteration, Relocation, or Reinforcement ☐ Transportation
☐ Full Service ☐ Local Distribution Services ☐ Billing & Ancillary Services

POINT OF DELIVERY: _____

TERM OF SERVICE: From _____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. _____, * _____, hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.)

ESTIMATED ANNUAL GAS VOLUME: : _____ (Specify THERMS or CUBIC FEET)

ESTIMATED ANNUAL SERVICE COST: \$ _____
ESTIMATED CONNECTION CHARGE: \$ _____ (if applicable)**

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____
FOR CONNECTION CHARGE: _____

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS: _____ in _____ copies.

The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

(Ordering Agency)

PACIFIC GAS AND ELECTRIC COMPANY
(Contractor)

By: _____
Authorized Signature
Title: _____
Date: _____

By: _____
Authorized Signature
Title: _____
Date: _____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Public Utilities Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "C"

Contractor's ID NO. _____ (Optional)
Ordering Agency's ID NO. _____ (Optional)

PACIFIC GAS AND ELECTRIC COMPANY AUTHORIZATION FOR, OR TERMINATION OF, ENERGY MANAGEMENT SERVICES CONTRACT NO. GS-OOP-14-BSD-1137

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-14-BSD-1137 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: ☐ Preliminary Energy Audit ☐ ECP Feasibility Study ☐ ECP Engineering & Design Study
☐ Energy Conservation Project (ECP) Installation ☐ Demand Side Management (DSM) Project
☐ Other (See Remarks Below)

SERVICE HEREUNDER shall be provided consistent with the Contractor's applicable tariffs, rates, rules, regulations, riders, practices, and/or terms and conditions of service, as modified, amended or supplemented by the Contractor and approved, to the extent required, by the Commission. (See Article 5 of this contract.)

POINT OF DELIVERY: _____

ESTIMATED PROJECT COST: \$ _____

ACCOUNTING AND APPROPRIATION DATA: _____

LIST OF ATTACHMENTS:

<input type="checkbox"/> General Conditions	<input type="checkbox"/> Payment Provisions	<input type="checkbox"/> Special Requirements	<input type="checkbox"/> Economic Analysis
<input type="checkbox"/> Facility/Site Plans	<input type="checkbox"/> Historical Data	<input type="checkbox"/> Utility Usage History	<input type="checkbox"/> ECP Feasibility Study
<input type="checkbox"/> Design Drawings	<input type="checkbox"/> Design Specifications	<input type="checkbox"/> Certifications	<input type="checkbox"/> Commission Schedules

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) 52.211-1(f) Commencement, Prosecution and Completion of Work (APR 1984)
(2) 52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014) -Supersedes provisions of payment clauses in Article 14.
(3) 52.2332-27 Prompt Payment for Construction Contracts (FEB 2002)
(4) 52.236-5 Material and Workmanship (APR 1984)
(5) 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995) (Use full Text of Clause)
(6) 52.243-1 Changes-Fixed Price (AUG 1987)
(7) 52.249 Default (_____) (Specify appropriate Clause)

In addition, the Contracting Officer negotiating the terms and conditions under this authorization shall supplement the above-referenced clauses with clauses for the appropriate type of contract.

REMARKS:

ACCEPTED:

(Ordering Agency)

PACIFIC GAS AND ELECTRIC COMPANY
(Contractor)

By: _____
Authorized Signature

Title: _____

Date: _____

Telephone No. _____

By: _____
Authorized Signature

Title: _____

Date: _____

Telephone No. _____

NOTE:

A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "D"

NO _____ (Optional)

Contractor's ID

Ordering Agency's ID
_____ (Optional)

PACIFIC GAS AND ELECTRIC COMPANY

AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER
(insert appropriate Regulatory Authority) _____
AREAWIDE CONTRACT NO. GS-00P-14-BSD-1137

Ordering Agency: _____

Address: _____

Pursuant to Areawide Contract No. GS-00P-14-BSD-1137 between PACIFIC GAS AND ELECTRIC COMPANY ("Contractor") and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed by the Ordering Agency in initiating service under this contract as described below.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: _____ [add description of the specific service requested by the Ordering Agency. For example, interconnection of the Ordering Agency's renewable energy project.]

OTHER TERMS AND CONDITIONS:

[Describe or attach description]

[Attached as Exhibit D.1 are, if applicable, Contractor's terms and conditions for the specific electric service identified above, which may include modifications that have been made by Contractor for the Ordering Agency with the approval of the (insert appropriate Regulatory Authority) _____]

TERM OF SERVICE: From _____ through _____

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:

_____ in _____ copies.
The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

(Ordering Agency)

By: _____
Authorized Signature

Title: _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY
(Contractor)

By: _____
Authorized Signature

Title: _____

Date: _____

NOTE: A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

APPENDIX A

**ACTIONS THAT REVISE THE
1980 YOSEMITE GENERAL MANAGEMENT PLAN**

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APPENDIX A

ACTIONS THAT REVISE THE 1980 YOSEMITE GENERAL MANAGEMENT PLAN

INTRODUCTION

The purpose of this appendix is to describe the ways in which the *Merced Wild and Scenic River Final Comprehensive Management Plan and Environmental Impact Statement (Final Merced River Plan/EIS)* would revise the *1980 Yosemite General Management Plan (1980 GMP)*. Because the Merced River was designated “Wild and Scenic” in 1987, seven years after the 1980 GMP was published, the National Park Service (NPS) must re-evaluate the actions called for in the 1980 GMP against the Wild and Scenic Rivers Act (WSRA) mandate to protect and enhance river values.

Once completed, the *Final Merced River Plan/EIS* will provide direction for the management of the 81 miles of the Merced Wild and Scenic River under the jurisdiction of the NPS. Although Alternative 5 (Preferred) from the *Final Merced River Plan/EIS* integrates numerous actions called for in the 1980 GMP that provide for public use and enjoyment of the river resource and that do not adversely impact river values, it proposes a number of actions that differ from what was presented in the 1980 GMP. This appendix identifies the various changes that would be made to the 1980 GMP if the NPS adopts Alternative 5 (Preferred) from the *Final Merced River Plan/EIS*.

Why the Final Merced River Plan/EIS amends the 1980 Yosemite General Management Plan

The Wild and Scenic Rivers Act directs river-managing agencies to prepare comprehensive management plans for each Wild and Scenic River. WSRA generally provides that river management plans “shall be coordinated with and may be incorporated into resource management planning for affected adjacent Federal lands” (16 USC 1274). In the case of the Merced, Congress specifically envisioned that the National Park Service would fulfill the comprehensive management plan requirements of the Act through “appropriate revisions” to the park’s General Management Plan and that such revisions “shall assure that no development or use of park lands shall be undertaken that is inconsistent with the designation of such river segments” under WSRA.

Elements of a Comprehensive Management Plan

The Wild and Scenic Rivers Act requires a comprehensive plan for a designated river to provide for the protection of the river’s water quality and free-flowing character and other values that make it worthy of designation. The Act directs that the plan shall address “resource protection, development of lands and facilities, user capacities, and other management practices necessary or desirable to achieve the purposes of this Act.” The Wild and Scenic Rivers Act also requires that boundaries and segment classifications be adopted for each river. The *Final Merced River Plan/EIS* addresses all of these legal requirements.

River Corridor Boundary and Segment Classifications

Alternative 5 (Preferred) proposes a river corridor boundary of one-quarter mile from each side of the river. This boundary defines the extent of the river corridor within Yosemite National Park and the El Portal Administrative Site. Alternative 5 (Preferred) also proposes segment classifications for each of the eight river segments. The segment classifications of wild, scenic or recreational would guide and limit future land use and development within each segment to ensure that each segment maintains its classification status.

River Values and Their Management

The *Final Merced River Plan/EIS* revises the 1980 GMP by articulating the rare, unique, or exemplary and river-related values that make the river worthy of designation as Wild and Scenic. Depending on the segment, these values include biological, hydrological/geological, scenic, cultural, and recreational values. Each river value is discussed in detail in Chapter 5 of the *Final Merced River Plan/EIS*, including a summary of its current condition, associated management concerns and specific actions needed to protect the river value. This river- value analysis is the foundation from which all alternatives were developed.

Visitor Use and User Capacity Management

The user capacity element of the *Final Merced River Plan/EIS* was developed to conform to federal court rulings interpreting the WSRA requirement that comprehensive management plans must “address . . . user capacities.” In an opinion regarding an earlier version of the *Merced River Plan*, the U.S. Court of Appeals for the Ninth Circuit interpreted the Act’s user capacity requirement to mean that the *Merced River Plan* “must deal with or discuss the maximum number of people that can be received in the river area,” and that the NPS must “adopt specific limits on user capacity consistent with both the WSRA and the instruction of the Secretarial Guidelines that such limits describe an actual level of visitor use that will not adversely impact the Merced’s ORVs”.¹ Alternative 5 (Preferred) in the *Final Merced River Plan/EIS* includes a variety of numeric visitor capacities and facility capacities for each river segment. These capacities were derived from a series of analyses which are discussed in greater detail in Chapters 5 and 7, and in Appendix S of the *Final Merced River Plan/EIS*. The 1980 GMP did not take river values into consideration when determining the visitor use and facility capacities contained in the GMP. If Alternative 5 (Preferred) from the *Final Merced River Plan/EIS* is selected for implementation, it would result in a number of discrete revisions to the 1980 GMP in terms of visitor use levels and the size of facilities in the river corridor.

Development of Lands and Facilities

The Wild and Scenic Rivers Act also requires that comprehensive management plans address “development of lands and facilities” in the river area.² The 1982 *Final Revised Guidelines for Eligibility, Classification, and Management of River Areas Secretarial Guidelines* (1982 Secretarial Guidelines) provide direction on the types of facilities that may be located within river areas. The Guidelines provide that major public use facilities should be located outside the river corridor unless they are necessary for public use or resource protection, do not adversely affect river values, and location outside the corridor is infeasible. Chapter 7 of the *Final Merced River Plan/EIS* assesses facilities in the river corridor according to these criteria. As presented in Chapter 7, some facilities or commercial services that the 1980 GMP retained have been

¹ *Friends of Yosemite Valley v. Kempthorne*, 520 F.3d 1024 (9th Cir. 2008).

² 16 U.S.C § 1274(d).

determined to be feasible to relocate outside the river corridor or are not considered necessary for public use and enjoyment of the river resource. While some of the decisions regarding public-use facilities in the river corridor may differ from the 1980 GMP; these facility decisions are consistent with the goals of the 1980 GMP to reduce the development footprint, reduce commercial services, and to promote natural processes. Specific facility decisions from the *Final Merced River Plan/EIS* that would revise provisions of the 1980 GMP are detailed below.

Development of lands and facilities within the river corridor is also addressed in Chapter 4 of the *Final Merced River Plan/EIS* which presents the process that NPS would apply to water resources projects. Water resources projects are projects that would occur within the bed or banks or on tributaries to the Merced River.

SPECIFIC REVISIONS TO THE 1980 GENERAL MANAGEMENT PLAN

Introduction (GMP Pages 1-4)

Text will be added to the General Management Plan explaining the legal background for the *Final Merced River Plan/EIS*-related revisions to the 1980 GMP. In addition, the goals of the *Final Merced River Plan/EIS*, which provide overall guidance for the management and protection of the Merced River Corridor, will be added to the GMP³ and the Introduction revised as follows.

TABLE A-1: INTRODUCTION AND MANAGEMENT GOALS OF GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Introduction Page 1.	The intent of the National Park Service is to remove all automobiles from Yosemite Valley and Mariposa Grove and to redirect development to the periphery of the park and beyond. Similarly, the essence of wilderness, which so strongly complements the Valley, will be preserved. The result will be that visitors can step into Yosemite and find nature uncluttered by piecemeal stumbling blocks of commercialism, machines, and fragments of suburbia.	The intent of the National Park Service is to remove all automobiles <u>congestion</u> from Yosemite Valley and Mariposa Grove and to redirect development to the periphery of the park and beyond. Similarly, the essence of wilderness, which so strongly complements the Valley, will be preserved. The result will be that visitors can step into Yosemite and find nature uncluttered by piecemeal stumbling blocks of commercialism, machines, and fragments of suburbia.	

³ Additions to text of the GMP are underlined in the tables, removal of GMP text is indicated with a strike-through.

TABLE A-1: INTRODUCTION AND MANAGEMENT GOALS OF GMP/MRP (CONTINUED)

Introduction Page 3	Markedly Reduce Traffic Congestion: Increasing automobile traffic is the single greatest threat to enjoyment of the natural and scenic qualities of Yosemite. In the near future, automobile congestion will be greatly reduced by restricting people's use of their cars and increasing public transportation. And the day will come when visitors will no longer drive their private automobiles into the most beautiful and fragile areas of the park. The ultimate goal of the National Park Service is to remove all private vehicles from Yosemite Valley. The Valley must be freed from the noise, the smell, the glare, and the environmental degradation caused by thousands of vehicles.	Markedly Reduce Traffic Congestion: Increasing automobile traffic <u>congestion</u> is the single greatest threat to enjoyment of the natural and scenic qualities of Yosemite. In the near future, <u>automobile congestion this problem</u> will be greatly reduced <u>addressed by improved roadway circulation, clearly delineated parking areas-restricting people's use of their cars and increasing public transportation and shuttle services.</u> And the day will come when visitors will no longer drive their private automobiles into the most beautiful and fragile areas of the park <u>such as the Mariposa Grove.</u> The ultimate goal of the National Park Service is to remove <u>the impact of all private vehicles congestion</u> from Yosemite Valley. The Valley must be freed from the noise, the smell, the glare, and the environmental degradation caused by thousands of vehicles <u>in gridlock on peak days.</u>	
Page 4	NA	<p>The following goals of the Merced River Plan Goals will be added to the GMP goals on Page 4:</p> <p>Protect and Enhance the Merced Wild and Scenic River: <u>The Final Merced River Plan/EIS revises the General Management Plan as directed by the Wild and Scenic Rivers Act. Goals of the Final Merced River Plan/EIS are:</u></p> <p><u>Protect and Enhance Ecological and Natural Resource River Values: Promote the ability of the Merced River to shape the landscape by reducing impediments to free flow, improving geologic/hydrologic processes, restoring floodplains and meadows, and protecting water quality.</u></p> <p><u>Provide Opportunities for Direct Connection to River Values: Support opportunities for people to experience and develop direct connections to the Merced River and its unique values as a place of cultural association, education, recreation, reflection, and inspiration.</u></p> <p><u>Institute a Visitor-Use Management Program: Institute a visitor-use management program that provides for high-quality, resource-related recreational opportunities in the river corridor while protecting and enhancing natural and cultural river values today and into the future.</u></p> <p><u>Determine Land Uses and Associated Developments: Provide clear direction on land uses and associated developments in the river corridor, allowing for the infrastructure necessary to support the protection and enhancement of river values.</u></p>	Chapter 1: Introduction

Management Objectives (GMP Pages 5-12)

The 1980 GMP sets forth a number of Management Objectives that guide resource management, visitor use, and park operations (NPS 1980: 5-10). The *Final Merced River Plan/EIS* revises the 1980 GMP by providing additional detailed guidance to park managers on how to achieve management objectives for the Merced River corridor based on protection of its river values.

The text in the 2014 GMP Revision column below will be added to the 1980 *Yosemite General Management Plan*:

TABLE A-2: MANAGEMENT OBJECTIVES GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Resource Management Page 8	N/A	<u>Protect and Enhance the Merced River's Outstandingly Remarkable Values, Water Quality and Free Flowing Condition as described in the Final Merced River Plan/EIS and in the table below</u> <u>Insert Table 5-1: Outstandingly Remarkable Values of the Merced Wild and Scenic River in Yosemite</u>	Chapter 5: River Values and Their Management
Visitor Use Page 9	N/A	<u>Provide for visitor use within the Merced River Corridor in a manner consistent with the User Capacity program adopted in the Final Merced River Plan/EIS</u>	Chapter 6: User Capacity

The following table will also be inserted into the 1980 GMP in the Management Objectives Section at the end of the Resource Management section on page 8. The management objectives in Table A-3 are taken from the *Final Merced River Plan/EIS* and will provide more specific guidance to park managers for protecting the outstandingly remarkable values of the Merced River.

TABLE A-3: MANAGEMENT OBJECTIVES FOR FREE FLOW, WATER QUALITY, AND OUTSTANDINGLY REMARKABLE VALUES

River Value		2014 MRP Management Objectives
FREE-FLOWING (All Segments)		Reduce the overall amount of human-constructed modifications within the bed and banks of the Merced River through restoration, redesign and other appropriate methods.
WATER QUALITY (All Segments)		Maintain exceptional water quality on all segments of the Merced River within Yosemite National Park and El Portal Administrative Area.
BIOLOGICAL VALUES	ORV 1. High-elevation Meadows and Riparian Habitat (Segment 1)	Manage human use in meadows and riparian habitat within the Merced River corridor to maintain high ecological condition; minimize habitat fragmentation; and protect the integrity of streambanks to conserve ecosystem processes associated with meadow and riparian function.
	ORV2. Mid-elevation Meadows and Riparian Habitat (Segments 2A and 2B)	The NPS would manage public use of meadows and riparian zones within the Merced River corridor to minimize habitat fragmentation, maintain high ecological condition, and protect the integrity of streambanks to conserve ecosystem processes associated with meadow hydrologic and ecological function.
	ORV 3. Sierra sweet bay (Segments 7 and 8)	Manage the Sierra sweet bay population to protect the abundance of the population along the South Fork Merced River
HYDROLOGICAL/GEOLOGICAL PROCESSES VALUES	ORV 4. Glacially-carved Canyon in Upper Merced River Canyon (Segment 1)	Manage to allow natural processes to shape the landscape and associated geologic values.
	ORV 5. "Giant Staircase " (Segments 2A and 2B)	Manage to allow natural processes to shape the landscape and associated geologic values.
	ORV 6. A Rare, Mid-elevation Alluvial River (Segments 2A and 2B)	Protect and enhance natural geologic and hydrologic processes, such as overbank flooding and channel migration, which sustain river values such as meadow and riparian communities.
	ORV 7. Boulder Bar in El Portal	Manage to allow natural processes to shape the landscape and associated geologic values.
CULTURAL VALUES	ORV 8. Yosemite Valley American Indian ethnographic resources (Segments 2A and 2B)	Maintain ethnographic resources, and encourage future propagation to meet cultural restoration purposes to the extent ecologically feasible. Support access for traditional practitioners and other traditionally associated American Indians through the administrative elements of the user capacity and non-recreational tribal pass programs, and ongoing consultation with traditionally associated tribal groups to ensure the success of these programs.
	ORV 9. Yosemite Valley Archeological District (Segments 2A and 2B)	Ensure protection and enhancement of the Yosemite Valley Archeological District as a whole, and ensure that human impacts are not adversely affecting the district's essential character and integrity.
	ORV 10. Yosemite Valley Historic Resources	Yosemite Valley Historic Resources will be managed to ensure protection and enhancement of the Yosemite Valley Historic District
	ORV 11. El Portal Archeological District (Segment 4)	Archeological sites within the El Portal Archeological District would be monitored to ensure protection and enhancement of the district as a whole, and to ensure that human impacts are not adversely affecting the district's essential character and integrity.

TABLE A-3: MANAGEMENT OBJECTIVES FOR FREE FLOW, WATER QUALITY, AND OUTSTANDINGLY REMARKABLE VALUES

River Value		2014 MRP Management Objectives
	ORV 12. Regionally Rare Archeological Features, including Rock Ring Features (Segment 5)	Prehistoric archeological sites with rock rings along the South Fork of the Merced River above Wawona will be monitored to ensure that human impacts do not adversely affect the essential character and integrity of the sites.
	ORV 13. Wawona Archeological District (Segments 5-8)	Archeological sites within the Wawona Archeological District would be monitored to ensure protection and enhancement of the district as a whole, and to ensure that human impacts are not adversely affecting the district's essential character and integrity.
	ORV 14. Wawona Historic Resources	These structures will be managed to ensure the protection and enhancement of their historical integrity. Protection and enhancement will ensure that management actions, including managing for visitor uses, do not adversely impact the ORV.
SCENIC VALUES	ORV 15. Scenic Views in Wilderness (Segment 1)	The NPS will focus efforts primarily on development in the river corridor. While visitor density or encounter rates can affect one's ability to appreciate scenery, visitor use is more appropriately addressed by the Recreation ORV. Similarly, bare soils and river bank erosion can affect foreground views, but are better addressed by the Biological ORV. This high country segment is also susceptible to regional air quality impacts, so the NPS will participate in regional efforts to reduce air pollution. Human activity contributes only to highly localized air quality problems. The NPS would maintain the visitors' ability to experience and appreciate the Scenic ORV by providing a river corridor that is relatively free of development.
	ORV 16. Iconic Scenic Views in Yosemite Valley (Segments 2A and 2B)	Segments 2A and 2B are the most highly accessible segments of the Merced River, visited by the greatest numbers of park visitors. The NPS will maintain 47 scenic vista points within the river corridor and ensure that all future development provide low contrast ratings under the VRM system analysis: form, line, color and texture. A Sense of Place: Design Guidelines for Yosemite National Park (NPS 2012) established architectural and site design guidelines that are intended to promote harmony between the built and natural environments.
	ORV 17. Scenic Views in the Merced River Gorge (Segment 3)	Segment 3 is classified as a scenic reach of the river, fully accessible by El Portal Road, and will be managed to promote visitor enjoyment from the river, from roadside pullouts, and from the roadway itself. Any further development is precluded.
	ORV 18. Scenic Wilderness Views along the South Fork Merced River (segments 5 and 8)	The NPS will maintain primitive conditions in Wilderness areas adjacent to the river, within the river corridor and beyond. The NPS will continue to manage visitor use through the Wilderness permit system, and to manage vegetation through prescribed fire and controlled burning practices when necessary and appropriate.
RECREATIONAL VALUES	ORV 19. Wilderness Recreation above Nevada Fall (Segment 1)	Provide for high quality river-related recreational opportunities oriented toward Wilderness values of unconfined, self-reliant or solitude experiences in a setting that is consistent with the Wilderness character of the area.
	ORV 20. River-related Recreation in Yosemite Valley (Segments 2A and 2B)	Provide for a diversity of high quality river-related recreational opportunities that allow visitors to directly connect with the river and its environs amidst the spectacular scenery of Yosemite Valley.

Land Management Zoning (GMP Pages 10-14)

The 1980 GMP divided Yosemite National Park and the El Portal Administrative Site into several zones based on management objectives, significance of the resources, and legislative constraints. The zoning plan described land-use policies to be achieved over the life of the plan. Much of the river corridor exists within what are referred to in the 1980 GMP as *natural zones* (including Wilderness Subzone, Environmental Protection Subzone, Outstanding Natural Feature subzone, Natural Environment Subzone, etc.).

The *Final Merced River Plan/EIS* would establish a quarter mile river boundary on each side of the river. It also divides the river corridor into eight segments, each classified as wild, scenic or recreational. The concept of “zones” established by the 1980 GMP is now complemented and, in some cases, superseded by guidance from WSRA for those areas of the park within the river corridor. The segment classifications of wild, scenic or recreational would guide and limit future land use and development within each segment to ensure that each segment maintains its classification status. Furthermore, projects proposed within the bed and banks of the Merced River or its tributaries would be subject to review under Section 7 of the Wild and Scenic Rivers Act.

With regard to Land Management Zoning prescribed in the 1980 GMP, the *Final Merced River Plan/EIS* will make the following revisions:

TABLE A-4: LAND MANAGEMENT ZONING GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Land Management Zoning-Natural Zone Page 12	N/A	<p>Insert the following new heading and subsection:</p> <p><u>Merced Wild and Scenic River Corridor</u></p> <p><u>In addition to the zones described above, all management decisions regarding lands within the Merced Wild and Scenic River Corridor shall be guided by the following segment classifications:</u></p> <p><u>Wild: Rivers or sections of rivers that are free of impoundment and generally inaccessible except by trail, with watersheds or shorelines essentially primitive and water unpolluted. These represent vestiges of primitive America.</u></p> <p><u>Scenic: Rivers or sections of rivers that are free of impoundments, with shorelines or watersheds still largely primitive and shorelines largely undeveloped, but accessible in places by roads.</u></p> <p><u>Recreational: Rivers or sections of rivers readily accessible by road or railroad, may have some development along their shorelines, and may have undergone some impoundment or diversion in the past.</u></p> <p><u>All projects proposed within the bed and banks of the Merced River or its tributaries will be evaluated according to the process described in Section 7 of the Wild and Scenic Rivers Act.</u></p> <p>Insert the following from the Final Merced River Plan/EIS: Figure 3-1 "Merced Wild and Scenic River Segment Boundaries and Classifications" and Table 3-1 "Segment Classifications for the Merced Wild and Scenic River"</p>	<p>Chapter 3 "Merced Wild and Scenic River Boundaries and Segment Classifications" Figure 3-1 and Table 3-1</p> <p>Chapter 4 "Section 7 of the Wild and Scenic Rivers Act-Determination Process for Water Resource Projects"</p>

Parkwide Policies and Programs (GMP Pages 15 – 30)

The 1980 GMP established a visitor carrying capacity that was based on the capacity of facilities and infrastructure in the park at that time (NPS 1980: 15-19). The plan recommended changes to the amount and location of development to fulfill and support the plan's objectives. As described above, the *Final Merced River Plan/EIS* revises those 1980 GMP policies and programs in order to comply with the Wild and Scenic Rivers Act and includes a user capacity program that is protective of river values. Furthermore, the field of "recreation ecology" and "social sciences" has substantially advanced since the time the 1980 GMP was developed. The National Park Service's understanding of the relationship between the amount of people and the types of impacts felt by both people and park resources is more sophisticated and has been incorporated into the *Final Merced River Plan/EIS*.

With regard to Parkwide Policies and Programs prescribed in the 1980 GMP, the *Final Merced River Plan/EIS* would make the following revisions:

TABLE A-5: PARKWIDE POLICIES AND PROGRAMS GMP/MRP

GMP Section and Page #		1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Visitor Use				
Page 15	N/A		The following text would be added under the “Parkwide Policies and Programs” heading: <u>Parkwide policies and programs with respect to visitor use, Indian cultural programs, park operations and visitor protection described in this section have been amended by the Final Merced River Plan/EIS for all areas within the Merced River corridor.</u>	Chapter 8: Alternatives, Chapter 6: User Capacity
			The following text would be added under the “VISITOR USE” heading at the top of page 15: <u>The sections below that address appropriate activities, visitor use levels, visitor facilities and services, overnight accommodations, concessions, regional cooperation, transportation, interpretation, and provisions for special populations within the Merced River Corridor will be guided by the management elements of the Final Merced River Plan/EIS. In particular, visitor use levels and activities within the corridor will be guided by, and must comply with the user capacity program presented in Chapter 6 of the MRP and the specific use limits established in Chapter 8 for Alternative 5. In the event of a conflict between Parkwide Policies and Programs in the General Management Plan and specific elements of the Final Merced River Plan/EIS, the Final Merced River Plan/EIS will control</u>	Table 8-35: “User Capacities by Use Type and Location-Alternative 5”
	At the present time, it is not proposed to limit day use by controlling entry into the park, but this may be necessary sometime into the future. The overnight use level for the developed areas of the park will be 15,713 people, based on the combined capacities of overnight accommodations and campsites. The day use level for Yosemite Valley will be lower than the level of use that is currently provided because the significant amount of parking that will be removed from the Valley will more than offset the new parking with bus service at El Portal, Crane Flat, and Wawona.	At the present time, it is not proposed to limit day use by controlling entry into the park, but this may be necessary sometime into the future The overnight capacity for the developed areas of the park will be 15,713 ⁴ people, based on the combined capacities of overnight accommodations and campsites. <u>The user capacity for Yosemite Valley (day and overnight use) will be 18,710 People-at-One-Time</u> lower than the level of use that is currently provided because the significant amount of parking that will be removed from the Valley will more than offset the new parking with bus service at El Portal, Crane Flat, and Wawona.		

⁴ Total overnight use level in the GMP has been revised to incorporate lodging and camping totals described in the MRP and reflected in the “Revised Visitor Use Levels from Merced River Plan” table below. This number does not reflect changes in overnight accommodations that have taken place parkwide since 1980 or that are proposed in the Tuolumne River Plan.

TABLE A-5: PARKWIDE POLICIES AND PROGRAMS GMP/MRP

GMP Section and Page #		1980 GMP Text		2014 GMP Revision		2014 MRP Reference	
Visitor Use Levels for Developed Areas							
	Visitor Use Levels Presented in 1980 GMP			User Capacities Established in the Merced River Plan (PAOT) ⁵			
Page 17	Location	Day Use Level	Overnight Use Level	Location	Day Use Capacity	Overnight Capacity	Table 8-35
	Yosemite Valley	10,530	7,711	Yosemite Valley	10,530 <u>9,852</u>	7,711 <u>8,860</u>	
	Cascades/Arch Rock	360	0	Cascades/Arch Rock <u>Merced River Gorge</u>	360 <u>882</u>	0	
	El Portal	765	0	El Portal	765 <u>1,960</u>	0 <u>775</u>	
	Wawona	1,689	1,622	Wawona	1,689 <u>1,666</u>	1,622 <u>908</u>	
	High Sierra Camps	0	168	High Sierra Camps	0	168 <u>156</u>	
Visitor Facilities and Services-Campgrounds							
Page 17	The number of campsites within the park will increase to 2,504 sites.			The number of campsites within the park will increase to be 2,504 <u>2,213</u> sites ⁶ .			
Visitor Facilities and Services-Overnight Accommodations							
Page 19	The number of accommodations will be reduced parkwide by 180 units, for a total of 1,552 units. The number of accommodations in the Valley will be decreased by 268.			The number of parkwide accommodations (lodging) will be reduced parkwide by 180 units, for a total of 1,552 <u>373</u> units ⁶ . The number of accommodations in the Valley will be 1,082 units. decreased by 268			
Visitor Facilities and Services-Transportation							
Pages 19	The National Park Service is committed to reduce the effects of private vehicle use on the park experience and resources. Private vehicles will ultimately be excluded from Yosemite Valley. The immediate steps to be taken include the removal of more than 1,000 parking spaces from the Valley and enforcement of an automobile carrying capacity. This will be accomplished through an information system at park entrance stations, with traffic controls at the Pohono and El Capitan crossovers to restrict access to the east end of the Valley when daily capacities are reached. The shuttle bus system will be improved to provide optimum service, including service to the Valley from parking areas at El Portal, Crane Flat, and Wawona. Traffic within Mariposa Grove will be restricted, and the shuttle will be extended.			The National Park Service is committed to reduce the effects of private vehicle use <u>traffic congestion</u> on the park experience and resources. Private vehicles will ultimately be excluded from Yosemite Valley. The immediate steps to be taken include the removal of more than 1,000 parking spaces from the Valley and enforcement of an automobile carrying capacity. This will be accomplished through an information system at park entrance stations, with traffic controls at strategic locations when daily capacities are reached. The shuttle bus system will be expanded and improved to provide optimum service, including service to the Valley from a parking area at El Portal, Crane Flat. The NPS will rely on regional agency partners to provide transit service from gateway communities to the park.			Chapter 6: User Capacity-Transportation System Performance Chapter 9: Analysis Topics-Sociocultural Resources-Transportation

⁵ User Capacities are “People-at-One-Time” (PAOT) and include both visitor and administrative use.

⁶ The total number of campsites and accommodations (lodging units) parkwide was derived from the changes proposed in the Final Merced River Plan/EIS subtracted from the number of campsites and lodging units proposed in the 1980 GMP for areas in the Merced River corridor.

TABLE A-5: PARKWIDE POLICIES AND PROGRAMS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Visitor Facilities and Services-Transportation (cont.)			
Page 19	A study will be undertaken to find a method to totally eliminate cars and other obtrusive vehicles from Yosemite Valley. As additional bus service from outlying areas on the periphery of the park and in gateway communities becomes feasible, all day visitors and ultimately all overnight visitors will be able to enjoy the Valley without their cars. Each phase of the transportation system will be adequately planned to minimize environmental impact, solve operational problems, and promote public acceptance.	A study will be undertaken to find a method to totally eliminate cars and other obtrusive vehicles from Yosemite Valley. As additional bus service from outlying areas on the periphery of the park and in gateway communities becomes feasible, all day visitors and ultimately all overnight visitors will be able to enjoy the Valley without their cars. A parkwide transportation program and intelligent transportation system will be implemented. Each phase of the The transportation system will be adequately planned managed to minimize environmental impact, to solve operational problems, and to promote public acceptance access and mobility.	
Indian Cultural Programs			
Page 24	The Indian museum in Yosemite Valley is an appropriate beginning for recognizing the Indian culture. It will be expanded in the future as part of the museum of Man in Yosemite and the existing Indian Garden will be retained.	The Indian museum in Yosemite Valley is an appropriate beginning for recognizing the Indian culture. It will be expanded in the future as part of the museum of Man in Yosemite and the existing Indian Garden will be retained. <u>The Yosemite Museum's Indian Cultural Exhibit and Village will continue to interpret the cultural history of Yosemite's native people.</u>	N/A
Park Operations/Visitor Protection			
Administration, Maintenance, Visitor Protection, and Employee Housing Pages 24-25	The park headquarters will be moved from the Valley to El Portal, along with the majority of the administrative and maintenance support facilities for government and concession operations. Only those facilities essential to daily operations in the Valley will remain, and these facilities will be redesigned and consolidated to minimize their physical intrusion. Nonessential facilities for Valley district functions will be moved to El Portal.	The p-Park headquarters will be moved from remain in the Valley to El Portal, along the majority of the while administrative and maintenance support facilities are relocated to El Portal and Mariposa. Only those facilities essential to daily operations in the Valley will remain, and these Only those facilities essential to daily operations will remain in the Valley. Nonessential facilities for Valley district functions will be moved to El Portal.	Chapter 8: Alternatives, Chapter 9: Analysis Topics- Sociocultural Resources- Park Operations and Facilities
	The National Park Service will conduct a housing study to assess the potential availability of employee housing outside the park, to determine the exact need for employee housing in the Valley and other locations, and to assess the environmental impacts of each alternative. Pending completion of this study, preliminary estimates indicate that a maximum of 480 NPS and YP&CC (concessioner) employees will reside in the Valley, 170 on a permanent basis and an additional 310 during the peak visitor season only. It appears that about a thousand employees will be relocated to Wawona and El Portal, or they will find housing outside the park, as indicated in the following table.	The National Park Service will conduct a housing study to assess the potential availability of employee housing outside the park, to determine the exact need for employee housing in the Valley and other locations, and to assess the environmental impacts of each alternative. Pending completion of this study, preliminary estimates indicate that a maximum of 480 NPS and YP&CC (concessioner) employees will reside in the Valley, 170 on a permanent basis and an additional 310 during the peak visitor season only. It appears that about a thousand employees will be relocated to Wawona and El Portal, or they will find housing outside the park, as indicated in the following table.	

TABLE A-5: PARKWIDE POLICIES AND PROGRAMS GMP/MRP

GMP Section and Page #	1980 GMP Text					2014 GMP Revision					2014 MRP Reference
	Number of Employees Housed in Areas					Number of Employees Housed in Areas					Chapter 6: User Capacity Tables 6-12,6-13,6-15
		Existing		Proposed			Existing		Proposed		
	Yosemite Valley	Summer	Winter	Summer	Winter	Yosemite Valley	Summer	Winter	Summer	Winter	
	NPS	210	70	70	30	NPS	210	70	70	30	
	YP&CC	1,240	620	400	130	YP&CC	1,240	620	400	130	
	Other	60	50	10	10	Other	60	50	10	10	
	Total	1,510	740	480	170	Total	1,510	740	480	170	
	El Portal and Nearby Communities					El Portal and Nearby Communities					
	NPS	80	50	150	70	NPS	80	50	150	70	
	YP&CC	50	40	650	390	YP&CC	50	40	650	390	
	Other	60	50	80	60	Other	60	50	80	60	
	Total	190	140	880	520	Total	190	140	880	520	
	Wawona and Nearby Communities					Wawona and Nearby Communities					
	NPS	90	30	170	60	NPS	90	30	170	60	
	YP&CC	90	20	210	40	YP&CC	90	20	210	40	
	Other			50	20	Other			50	20	
	Total	180	50	430	120	Total	180	50	430	120	

TABLE A-5: PARKWIDE POLICIES AND PROGRAMS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision				2014 MRP Reference
		Number of Employees Housed in Areas (Peak Season)				
		Yosemite Valley				
		Existing GMP Summer ⁷		Proposed MRP ⁸		
			Employees	Units	Employees (People)	
		NPS	210	71	164	
		Concessioner	1,240	865	865	
		Other	60	16	33	
		Total	1,510	952	1,062	
		El Portal				
		Existing GMP Summer		Proposed MRP		
			Employees	Units	Employees (People)	
		NPS/Other ⁹	140	178	375	
		Concessioner	50	160	160	
		Total	190	338	535	
		Wawona				
		Existing GMP Summer		Proposed MRP		
			Employees	Units	Employees (People)	
		NPS/Other	90	79	121	
		Concessioner	90	118	118	
		Total	180	197	239	

⁷ Maximum number of existing summer employees at time of 1980 GMP

⁸ Maximum number of NPS housing is shown as the number of housing units (houses and apartments) and the maximum amount of employees (people) during peak season.
Concessioner housing numbers are reported as the number of beds provided

⁹ Residents in El Portal who are neither NPS nor concessioner employees are shown here as "Other"

Developed Area Plans (GMP Pages 31 – 76)

The 1980 GMP presented Development Concepts for all development nodes within the park, including Yosemite Valley, El Portal and Wawona – all of which are located in the river corridor (NPS 1980: 31-49 and 55-58). The Development Concepts were based on information current at that time, and the 1980 GMP envisioned that final designs for these areas would be refined and shaped by new information and resource studies. Many scientific studies regarding resource conditions and visitor use have been completed since 1980, and many others were completed specifically for the *Final Merced River Plan/EIS*. This information has shaped the actions in the *Final Merced River Plan/EIS* that are designed to address user capacity, resource protection and development of lands and facilities, as required by the Wild and Scenic Rivers Act. The *Final Merced River Plan/EIS* includes site-specific resource restoration and development proposals for Yosemite Valley, the Merced River Gorge area, El Portal and Wawona. Detailed descriptions of these proposals are included in Alternative 5 (Preferred) from the *Final Merced River Plan/EIS*. The restoration and development actions proposed in Alternative 5 (Preferred) would supersede many of the proposals contained in the 1980 GMP on pages 31-53 and 57-59.

While some aspects of the 1980 GMP's Development Concepts are compatible with the site plans presented in the *Final Merced River Plan/EIS*, new conceptual design drawings have been prepared for specific areas within the river corridor. These design plans supersede those presented in the 1980 GMP. It should also be noted that the *Final Merced River Plan/EIS*'s design plans for Yosemite Valley include actions adjacent to, but outside of, the river corridor. The *Final Merced River Plan/EIS* considered the entirety of Yosemite Valley for planning purposes because actions adjacent to the river corridor but outside of the river boundary must also protect the Merced River's Outstandingly Remarkable Values.

With regard to Developed Area Plans established by the 1980 GMP, the *Final Merced River Plan/EIS* would make the following revisions:

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Yosemite Valley District –Yosemite Valley			
Page 31	While the National Park Service intends to remove all automobile traffic from the Valley, the immediate plan is to greatly reduce traffic there, by restricting automobile use to established capacities and encouraging visitors to leave their automobiles at parking areas with bus service to the Valley. Visitors who drive their automobiles to overnight accommodations or day parking areas in the Valley will use the Valley shuttle buses for transportation during their stay. Those employees who must commute to work will be encouraged to use carpools or buses, rather than private automobiles.	While the National Park Service does not intends to remove all automobile traffic from the Valley, the immediate plan is to greatly reduce traffic congestion there will be reduced by restricting automobile use <u>managing use in accordance with</u> to established capacities, and encouraging visitors to leave their automobiles at designated parking areas and expanding with bus service within and into of to the Valley. Visitors who drive their automobiles to overnight accommodations or day parking areas in the Valley will use <u>have enhanced opportunities to access</u> the Valley shuttle buses for transportation during their stay. Those employees who must commute to work will be encouraged to use carpools or buses, rather than private automobiles. <u>Future plans for the Yosemite Village, Yosemite Lodge, Curry Village, the Ahwahnee Hotel, Yosemite Valley Campgrounds, other Valley Areas, Cascades, Arch Rock, El Portal, and Wawona will comply with the management elements of the Final Merced River Plan/EIS (river boundaries, river classifications, Outstandingly Remarkable Values, Section 7 determination process, user capacity management program, ecological restoration program, monitoring program, and management actions). To the extent that any development concepts presented in the General Management Plan do not comply with the elements of the Final Merced River Plan/EIS, that development concept would be superseded by the Final Merced River Plan/EIS. Actions adjacent to the river corridor but outside of the river boundary must also protect the Merced River's established Outstandingly Remarkable Values.</u>	Chapter 4: Section 7 Determination, Chapter 5: River Values, Chapter 6: User Capacity, Chapter 8: Alternatives Chapter 8: Alternatives, Alternative 5 Maps
Page 32	Interpretation in the Valley will provide a general overview of the entire park as well as in-depth treatment of each theme in the natural history museum, the museum of Man in Yosemite, and the Happy Isles nature center. Historic sites and structures will be used as exhibits, adding to the variety and richness of the interpretive experience, and personal contact between interpreters and visitors will be emphasized.	Interpretation in the Valley will provide a general overview of the entire park as well as in-depth treatment of each theme in the natural history <u>Yosemite</u> museum, the museum of Man in Yosemite and the Happy Isles nature center. Historic sites and structures will be used as exhibits, adding to the variety and richness of the interpretive experience, and personal contact between interpreters and visitors will be emphasized.	
	The proposal removes: central warehousing, heavy maintenance, major park housing, administrative facilities, school, and all other nonessential buildings and functions	The proposal removes (from Yosemite Valley): central warehousing, heavy maintenance, and major park housing, administrative facilities, school, and all other nonessential buildings and functions	
	reduces: employee housing, offices, banking services, campsites, accommodations, clothing sales, gift shops, parking, auto movement, gas stations, and personal services	reduces: employee housing, offices, banking services, campsites, accommodations,¹⁰ campsites, accommodations, clothing sales, gift shops, parking, auto movement traffic congestion, gas stations, and personal services	
	increases: shuttle bus routes, bicycling opportunities, natural landscape, interpretive opportunities, scenic quality, air quality, facilities for special populations, and year-round use	increases: shuttle bus routes, <u>parking</u> , bicycling opportunities, natural landscape, interpretive opportunities, scenic quality, air quality, facilities for special populations, and year-round use	

¹⁰ The Final Merced River Plan/EIS increases campsites and lodging units from 2014 levels. However, a number of units have been lost due to rockfall and flooding after the 1980 GMP was completed. Therefore, there is a net reduction in lodging and camping since 1980.

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #		1980 GMP Text				2014 GMP Revision				2014 MRP Reference
Pages 33-34	Yosemite Valley Development Concept Map and Yosemite Village Development Concept Map				Replace with Alternative Map Series from Final Merced River Plan/EIS for Curry Village and Campgrounds, Yosemite Village and Housekeeping Camp, Yosemite Lodge and Camp 4, and West Yosemite Valley and Conceptual Site Drawings				Chapter 8: Alternatives, Alternative 5 Maps	
Page 35		Existing	Proposed	Change		Existing GMP ¹¹	Proposed MRP	Change	Chapter 8: Alternatives	
	Accommodations	1,528	1,260	-268	Accommodations (Lodging)	1,528	1,260 1,082	-268 -446	Tables 8-35, 8-36, 8-37, 8-38, 8-39	
	Day Parking Spaces	2,513	1,271	-1,242	Day Parking Spaces	2,513	1,271 2,520	-1242 +7 ¹²		
	Campsites	872	756	-116	Campsites	872	756 640	-116 -232		
	Employees Housed (summer maximum)	1,510	480	-1,030	Employees Housed (summer maximum)	1,510	480 1,062	1,030 - 481	Chapter 6: Segment 2	
Yosemite Village										
Page 35	<p>The village center will be redesigned to separate interpretive services and commercial visitor services.</p> <p>The Valley transportation system stop in the village will be designed so that as visitors disembark they will be visually oriented to Yosemite Falls and the interpretive services. Degnan's will be removed to provide a visual distinction between the two areas.</p> <p>The following functions will be retained or provided in the western portion of the village: Valley administration, museum of Man in Yosemite, natural history museum, and Best's Studio. Commercial and retail space will be reduced by removing some structures, such as Degnan's, the garage, and the service station, and by adapting other structures, such as the bank building and the Pohono Gift Shop, for visitor services and Valley administration. Commercial functions that will stay at present or reduced levels are grocery sales, food service, limited postal service, essential banking service, and some YP&CC offices. These will be accommodated within existing buildings in Yosemite Village. Most parking behind the Village Store will be removed. The residential areas immediately east and west of the village center will be removed.</p>				<p>The village center will be redesigned to separate interpretive services and commercial visitor services.</p> <p>The Valley transportation system stop in the village will be designed so that as visitors disembark they will be visually oriented to Yosemite Falls and the interpretive services. Degnan's will be removed to provide a visual distinction between the two areas.</p> <p>The following functions will be retained or provided in the western portion of the village: Valley administration, museum of Man in Yosemite, natural history Yosemite museum, Visitor Center, theatre and auditorium and Best's Studio, Ansel Adams Gallery, and the wilderness center. Commercial and retail space will be reduced by removing some structures, such as Degnan's the Art Activity Center building, the garage, and the service station and by adapting other structures, such as the bank building and the Pohono Gift Shop, such as the Village sport shop for visitor services and Valley administration. Commercial functions that will stay at present or reduced levels are grocery sales, food service, and postal service. essential banking service and some YP&CC offices. These will be accommodated within existing buildings in Yosemite Village. Most parking behind the Village Store will be removed. The residential areas immediately east and west of the village center will be removed.</p>				Chapter 8: Alternatives, Alternative 5 and Actions Common to All Maps: "Yosemite Village and Housekeeping Camp", Conceptual Site Drawings: "Yosemite Village Day Use Parking" and "Yosemite Valley Maintenance Area"	
Visitor Use Goals Page 36	Provide adequate parking, improved vehicular and pedestrian circulation in a central location at Yosemite Village									

¹¹ Existing Yosemite Valley accommodations (lodging), day parking spaces, campsites, and employees at time of 1980 GMP compared with proposed maximum that can be accommodated in the Final Merced River Plan/EIS for Yosemite Valley (Segment 2A/B)

¹² The total day parking spaces in the Final Merced River Plan/EIS includes a 300 car parking lot in El Portal for day visitors to Yosemite Valley

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Visitor Use Actions Pages 35-36	Redesign village mall area to remove parking spaces and include interpretive spaces, pedestrian circulation areas, shuttle bus stops, and public restrooms	Retain design village mall area to remove parking spaces and include interpretive spaces, pedestrian circulation areas, shuttle bus stops, and public restrooms	
	Immediately remove unneeded parking behind the Village Store. Retain a maximum of 50 spaces for service and employee needs	Immediately remove unneeded <u>Redesign</u> parking behind the Village Store <u>to create a day-use parking area with a total of 750 spaces at the Yosemite Village Day-use Parking Area.</u> Retain a maximum of 50 spaces for service and employee needs	
	Adaptively use the NPS headquarters building, the old museum, the post office, and bank building to accommodate a natural history museum, a museum of Man in Yosemite, Valley district office, minimal banking, personal services, and post office services	Adaptively use the <u>Retain the</u> NPS headquarters building, the old museum, <u>visitor center and</u> the post office, and bank building to accommodate a natural history museum, a museum of Man in Yosemite, Valley district office, minimal banking, personal services, and post office services	
	Remove Degnans, which includes a restaurant, fast-food service, delicatessen, and gift sales	Retain move Degnans, which includes a restaurant, fast-food service, and delicatessen, and gift sales	
	Redesign Village Store for grocery sales, YP&CC office, and food service	Retain design Village Store for grocery <u>and gift</u> sales, Concessioner office, and food service	
	Retain Best's Studio	Retain Best's Studio Ansel Adams Gallery	
		<u>Retain shuttle stops on Visitor Center Loop Drive</u>	
		<u>Replace Village Sport Shop with visitor contact station</u>	
		<u>Eliminate existing Art Activity Center and improve pedestrian access</u>	
		<u>Improve pedestrian connections and bike paths east and west of the Yosemite Village Day-use parking area</u>	
		<u>Move parking northward to provide 150-foot riparian buffer and reduce encroachment of day use parking area on river corridor. Restore wetlands and meadows</u>	
		<u>Re-route Northside Drive to conform to the 150-foot riparian buffer. Consolidate all parking north of the roadway, minimize pedestrian and vehicular conflicts</u>	
		<u>Provide 750 day-use parking spaces. Provide landscaped areas with large numbers of trees to screen parking bays and serve as bioswales that will treat storm water run-off. Provide pedestrian pathways</u>	
		<u>Construct a traffic circle to alleviate traffic congestion at the intersection of Northside Drive and Village Drive</u>	
		<u>Re-align Sentinel Drive into a "T" intersection with a re-routed Northside Drive. Create a "sense of arrival" through wayfinding and landscape treatments</u>	
		<u>Reconstruct Northside Drive and Visitor Center Loop Drive as a "T" intersection</u>	
		<u>Enhance Village Drive by establishing a tree-lined roadway as a connection to day-use parking facilities and lodging</u>	

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
		<u>Remove roadside parking along Sentinel Drive and along Cook's meadow that encroaches on sensitive habitat. Ecologically restore area to natural conditions</u>	
Park Operations Goals	Remove nonessential functions and facilities from the Valley	Remove <u>Reduce</u> nonessential functions and facilities from in the Valley	
Page 36	Consolidate essential functions of NPS and YP&CC	Consolidate essential functions of NPS and YP&CC <u>the concessioner</u>	
	Remove nonessential housing	Remove nonessential housing temporary and substandard housing	
Park Operations Actions	Relocate NPS and YP&CC headquarters to El Portal	Relocate NPS and YP&CC headquarters to El Portal Relocate non-essential NPS and concessioner personnel and offices to El Portal, Mariposa or other locations outside the park	
Pages 36-37	Remove heavy maintenance and warehousing facilities; redesign NPS maintenance area to accommodate NPS, YP&CC and Pacific Telephone Company essential maintenance functions, emergency visitor protection facilities, detention facility, and magistrate's office	Remove heavy maintenance and warehousing facilities; * Redesign NPS maintenance area to accommodate NPS and concessioner; YP&CC and Pacific Telephone Company light maintenance and custodial functions, emergency visitor protection facilities and detention facility; and magistrate's office	
	Remove the concessioner headquarters building	Remove the concessioner headquarters building Eliminate the Concessioner General Office and Concessioner Garage located between the Village Store and Ahwahnee Meadow to repurpose this area as visitor parking	
		<u>Relocate Concessioner General Office from Yosemite Village to the Concessioner Maintenance Building and Warehouse</u>	
	Relocate nonessential NPS and YP&CC personnel, plus employees of the school, Pacific Telephone Company, Wells Fargo Bank, Yosemite Institute, post office, and Yosemite Church outside the Valley	Relocate nonessential NPS and YP&CC personnel, plus employees of the school; Pacific Telephone Company, Wells Fargo Bank*, Yosemite Institute*, post office; and Yosemite Church outside the Valley	
	Remove the Lower Tecoya residential area, the Ahwahnee Row houses, and Camp 6; also remove houses in the southern portion of the NPS housing area if not needed	Remove the Lower Tecoya residential area, the Ahwahnee Row houses, and Camp 6; also remove houses in the southern portion of the NPS housing area if not needed	
	Retain the Upper Tecoya residential area (34 homes) and the northern half of the NPS residential area (44 homes) for essential permanent NPS and YP&CC employees.	Retain the Upper Tecoya residential area (34 homes) and the northern half of the NPS residential area (44 homes) for essential permanent NPS and YP&CC employees.	
		<u>Retain Ahwahnee Row, Tecoya, and NPS employee housing areas for essential NPS and concessions employees</u>	
		<u>Provide 120 beds in dormitories at Lost Arrow (behind the Valley post office)</u>	
		<u>Enhance Indian Creek by removing parking and residential yard uses within 50 feet of the creek. Use fencing and native riparian plants to create a natural area</u>	
	Convert school building to residential use	Convert <u>Retain school building to support existing residential community to residential use</u>	

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
	Remove facilities and restore the Church Bowl area to a natural condition	Remove facilities and restore <u>Retain the picnic area at the Church Bowl area to a natural condition</u>	
		<u>Relocate shuttle bus maintenance to existing service bays in the historic Government Utility Building. Maintain other existing NPS uses and operations within the building</u>	
		<u>Construct a 4,500 square-foot building with service bays and administrative office space for light-duty use by road crews, essentially covered parking and equipment repair</u>	
		<u>Rehabilitate and organize covered storage buildings for more efficient use. Improve outdoor storage area, including sand storage for winter use</u>	
		<u>Construct a structural, load-bearing pad for temporary use of emergency electric generator; improve access road</u>	
		<u>Retain concessioner fueling station</u>	
		<u>Delineate flex parking and equipment staging area.</u>	
		<u>Delineate short-term, high-turnover shuttle bus parking spaces. Use additional area for bus parking or snow storage</u>	
		<u>Maintain telecommunications building</u>	
		<u>Expand the Concessions Central Warehouse building for administrative functions.</u>	
Yosemite Lodge and Camp 4 Area			
	Provide food, gas, and gift sales services	Provide food gas * and <u>limited gift sales retail</u> services	Chapter 8: Alternatives, Alternative 5 and Actions Common to All Maps: "Yosemite Lodge and Camp 4", Conceptual Site Drawing: "Yosemite Lodge and Camp 4"
		<u>Improve traffic flow on Northside Drive while providing safe pedestrian access from Yosemite Lodge to Lower Yosemite Fall trail</u>	
Visitor Use Actions Pages 37-38	Remove 52 cabin-with-bath units and 33 cabin-without-bath units	Remove 52 cabin with bath units and 33 cabin without bath units*	
	Remove Pine Cottage, containing 16 with-bath units and 16 without-bath units	Remove Pine Cottage, containing 16 with bath units and 16 without bath units*	
	Retain 32 cabin-with-bath units, 58 cabin-without-bath units, and 274 motel units	Retain 32 cabin with bath units, 58 cabin without bath units, and 274 motel units*	
	Remove post office	Remove post office <u>and snack stands</u>	
		<u>Relocate bicycle rental facilities outside of river corridor</u>	
	Remove clothing sales, use space for interpretation/information	Remove clothing sales, use space for interpretation/information	
	Retain gift shop, restaurants, cafeteria, and bar in their present locations and capacities	Retain gift shop , grocery store, restaurants, cafeteria, and bar in their present locations and capacities	

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
		<u>Repurpose Nature Shop</u>	
		<u>Maintain existing Yosemite Lodge guest lodging buildings, consisting of 245 guest rooms, swimming pool, maintenance and housekeeping space, and parking areas</u>	
	Retain Sunnyside walk-in campground, 38 sites	<u>Retain Sunnyside walk-in campground, 38 sites</u> <u>Retain 35 existing walk-in campsites at Camp 4. Construct 35 additional walk-in sites east of the existing parking lot</u>	
		<u>Construct a shuttle stop at Camp 4</u>	
		<u>Construct 41 new parking spaces at Camp 4</u>	
	Redesign gas station for existing service levels	<u>Redesign gas station for existing service levels</u> Remove gas station*	
	Redesign Yosemite Falls parking area into shuttle bus stop, immediately removing 60 spaces	<u>Retain design Yosemite Falls parking area into shuttle bus stop on Northside Drive</u> immediately removing 60 spaces*	
		<u>Determine location and design of a grade-separated pedestrian crossing at the intersection of Northside Drive and the entrance to the Yosemite Lodge Area in a tiered consultation and compliance process</u>	
		<u>Replace a section of paved trail within Leidig Meadow side channel with an elevated boardwalk</u>	
		<u>Extend and improve existing tour bus loading and uploading areas to accommodate 6 tour buses. Add 25 spaces for lodge guests outside Alder Cottage.</u>	
		<u>Enhance on-site pedestrian circulation system</u>	
		<u>Construct 300 visitor parking spaces and a comfort station in previously-disturbed lodge "annex" area. Maintain existing vegetation to separate and screen parking bays where possible. Provide pedestrian pathways and bioswales that will treat stormwater run-off</u>	
		<u>Protect and enhance a 150-foot riparian buffer outside area of prior disturbance</u>	
		<u>Direct river access to the Swinging Bridge sandbar and fence sensitive riparian area</u>	
	Yosemite Lodge Development Concept Map	Replace with Final Merced River Plan/EIS Alternative Map Series for Yosemite Lodge and Camp 4 and Conceptual Site Drawing	
Park Operations Actions Page 39	Retain dormitory housing for 200 YP&CC employees	<u>Remove dormitory housing and construct permanent employee housing with 104 beds in 2 two-story buildings with 52 occupants per building, provide 42 employee parking spaces per building</u>	
		<u>Remove temporary employee housing structures from Highland Court, 82 beds. Return use of the existing paved area to prior parking purposes with 117 parking spaces</u>	

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
		Relocate Yosemite Lodge maintenance, linen storage and laundry buildings from the 100-year floodplain to the food service building, as an addition or outbuilding. Reconfigure truck loading and unloading area behind food service building.	
		Remove abandoned concessioner wellness center	
Curry Village			
Visitor Use Goals Pages 39-41	Reduce the density of tent cabins	Reduce the density of tent cabins	Chapter 8: Alternatives, Alternative 5 and Actions Common to All Maps: "Curry Village and Campgrounds" Conceptual Site Drawing: "Curry Village"
Visitor Use Actions Pages 39-41	Remove 83 visitor tent cabins from the rockfall zone	Remove 83 visitor tent cabins <u>structures</u> as described by the Curry Village Rockfall Hazard Zone Structures Project Environmental Assessment	
	Redesign visitor tent cabin area to provide up to 335 tent cabins	Redesign visitor tent cabin area to provide up to 335 tent cabins Provide a total of 482 guest units at Curry Village and Boys Town including tent cabins, hard sided cabins, and rooms at Stoneman Cottage	
	Retain the 99 cabin-with-bath, 19 lodge-with-bath, and 90 cabin-without-bath units	Retain the 99 cabin with bath, 19 lodge with bath, and 90 cabin without bath units	
		<u>Construct accessible pathways connecting all guest units and parking facilities</u>	
	Remove permanent ice rink (provide portable ice rink in winter)	Remove permanent ice rink (provide portable ice rink in winter) <u>Remove ice rink, bicycle and raft stands and storage facilities and provide these functions in areas outside the river corridor. Adapt the existing paved area for parking</u> <u>Reserve site for a seasonal ice rink installation in existing Curry Village Parking Area, with refrigeration unit equipment shed (outside river corridor)</u>	
	Remove shed and residence west of ice rink	Remove shed and residence west of ice rink Remove shed and residence* west of ice rink	
	Provide a grocery store and bike rental	Provide a grocery store and bike rental <u>Groceries sold from shop in reconstructed Curry Pavilion. Relocate bicycle and raft rental service outside river corridor</u>	
	Remove parking at ice rink (25 spaces)	Remove parking at ice rink (25 spaces)	
	Remove shoulder parking at east end of tent cabin area (10 spaces)	Remove shoulder parking at east end of tent cabin area (10 spaces)	
	Remove Curry dump parking and restore area	Remove Curry dump parking and restore area (160 spaces) <u>Undertake clean closure and remediation efforts at Curry Village landfill, stabilize and improve area for wilderness parking (190 spaces)</u>	

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
	Immediately remove 200 additional day parking spaces from Curry Orchard	Immediately remove 200 additional day parking spaces from Curry Orchard <u>Improve parking at the Curry Orchard Parking Area with 415 spaces and landscape buffers with trees and bioswales that will treat storm water run-off.</u>	
		<u>Re-establish the Valley Loop Trail near the historic alignment along the base of talus slope</u>	
Page 40	Curry Village Development Concept Map	Replace with Final Merced River Plan/EIS Actions Common to All, Alternative 5 Maps, and Conceptual Site Drawing for Curry Village	
Park Operations Actions Page 41	Remove 75 employee tent cabins, including those in the rockfall zone, and retain 75 tent cabins to accommodate 150 essential employees	Remove 75 employee tent cabins, including those in the rockfall zone, and retain 75 tent cabins to accommodate 150 essential employees	
		<u>Retain the historic Peterson ("Huff House") residence for employee housing</u>	
		<u>Remove tents, cabins without baths, and supporting modular structures from the temporary concessioner employee housing area</u>	
		<u>Retain 10 tents to house 20 employees with a common kitchen and sanitary building for seasonal use</u>	
	Curry Village Development Concept Map	Replace with Final Merced River Plan/EIS Alternative 5 Actions Common to All Maps and Conceptual Site Drawing for Curry Village	
Page 42	Housekeeping Camp Development Concept Map	Replace with Final Merced River Plan/EIS Alternative 5 Map for Yosemite Village and Housekeeping Camp	
The Ahwahnee Hotel			
Visitor Use Actions Page 43	Retain the 99 Ahwahnee hotel rooms and 22 cabin rooms	Retain the 99 <u>123</u> Ahwahnee hotel and cabin rooms	
	Retain 132-car parking area	Retain 132-car parking area <u>Redesign the existing parking lot. Construct new 50-space parking lot to the east</u>	
	Remove the golf course	Remove the golf course* <u>Restore the former golf course to natural conditions</u>	
Page 44	Ahwahnee Hotel Development Concept Map	Replace with Final Merced River Plan/EIS Actions Common To All Alternatives Map	

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Campgrounds			
Visitor Use Actions Page 43	Remove facilities that are sources of impact on riparian areas	Remove facilities that are sources of impact on riparian areas <u>and archeological sites</u>	Table 8-36
	Remove campground sites and other development adjacent to the Merced River: Upper Pine Campground (18 units) Lower Pine Campground (22 units) North Pine Campground (25 units) Upper River Campground (15 units) Lower River Campground (36 units) Total: 116 units	Remove campground sites and other development adjacent to the Merced River <u>and retain and restore remaining campsites as follows:</u> <u>Upper Pine Campground (18 units)</u> <u>Lower Pine Campground (22 units)</u> <u>North Pine Campground (25 units)</u> <u>Upper River Campground (15 units)</u> <u>Lower River Campground (36 units)</u> Total: 116 units	
		<u>Camp 4: Provide 70 walk in sites</u>	
		<u>Backpackers: Provide 26 walk in sites</u>	
		<u>Upper Pines: Provide 325 sites</u>	
		<u>Lower Pines: Provide 71 sites</u>	
		<u>North Pines: Provide 72 sites</u>	
		<u>Yellow Pine Administrative: Provide 4 group sites.</u>	
		<u>Upper River: Provide 30 walk-in sites and 2 group sites</u>	
		<u>Lower River: Provide 30 walk-in and 10 drive-in sites</u>	
	Retain Muir Tree and Sunnyside walk-in campgrounds (58 sites) and group campground (14 sites)	Retain Muir Tree and Sunnyside walk in campgrounds (58 sites) and group campground (14 sites)	
	Retain and revegetate 684 drive-in campsites; restrict self-contained vehicle camping and separate tent camping from vehicle camping	Retain and revegetate <u>Provide a total of 684 640 drive-in campsites; restrict self-contained vehicle camping and separate tent camping from vehicle camping;</u> <u>Restore and revegetate riparian areas</u>	
		<u>Direct visitors at Lower and North Pines campgrounds to resilient sandy beaches through signage and maps</u>	
		<u>Relocate RV dump station at Upper Pines campground away from the river to remove potential threat to water quality</u>	

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #		1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Other Valley Areas				
Visitor Use Goals Page 45	Reduce congestion and automobile activity in Yosemite Valley	Reduce congestion and automobile activity in Yosemite Valley		Chapter 5: River Values and Their Management, Chapter 6: User Capacity, Chapter 7 Development of Land and Facilities, Chapter 8: Alternatives, Alternative Maps and Conceptual Site Drawings
	Remove facilities from significant scenic areas	Remove facilities from significant scenic areas <u>Manage scenic vistas as described in the Scenic Vista Management Plan</u>		
	Remove excessive day parking spaces	Remove excessive day roadside parking spaces and consolidate parking in designated areas		
Visitor Use Actions Page 45	Enforce established use levels for Yosemite Valley; implement a visitor information and control system at gateway communities and entrance stations	Enforce <u>Manage visitation according to</u> established use levels for Yosemite Valley; implement a visitor information and control-traffic management system at <u>in coordination with</u> gateway communities and entrance stations		
	Provide a 16-mile bike trail along both sides of the river, using existing trails wherever possible	Provide a 16-mile <u>Improve the bike trail network along both sides of the river within Yosemite Valley, using existing trails infrastructure wherever possible</u>		
	Improve existing paved trails to accommodate wheelchair use	Improve existing paved trails to accommodate wheelchair use		
	Immediately remove 500 strip parking spaces; delineate remainder	Immediately r <u>Remove 500 300-400 strip roadside parking spaces that are encroaching on meadows or interfering with traffic flow ; delineate remainder</u>		
	Remove Degnan residence and Masonic Hall	Remove Degnan residence and Masonic Hall *		
	Remove superintendent's house, garage, and access road	Remove Superintendent's house and <u>garage, and access road</u>		
	Retain YP&CC stables, Happy Isles nature center, Le Conte Memorial Lodge, and Yosemite Valley Chapel	Retain YP&CC <u>concessioner</u> stables, Happy Isles nature center, Le Conte Memorial Lodge, and Yosemite Valley Chapel		
		<u>Improve wayfinding aids from shuttle stop to Happy Isles and the Mist and John Muir Trails</u>		
	Construct Indian cultural center at the former Indian village site west of Sunnyside campground	Construct Indian cultural center at the former Indian village site west of Sunnyside campground <u>Camp 4</u>		
		<u>Create an interpretive nature walk through Lower Rivers area that emphasizes river-related natural processes and stewardship</u>		
		<u>Rehabilitate informal trails that impact archeological sites. Increase interpretation and education effort about cultural resources for climbers and other visitors</u>		
		<u>Re-direct visitors accessing the Merced River near El Capitan Bridge from sensitive riverbanks to resilient sandbar points. Fence and re-vegetate the eroded areas</u>		
		<u>Construct a formal shuttle bus stop near El Capitan Bridge</u>		
		<u>Relocate parking from Devil's Elbow to the east of current parking lot. Delineate a trail for river access to the large sandbar to the east</u>		
		<u>Designate river access at Cathedral Beach Picnic Area and direct use to more resilient areas</u>		

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
		Redesign the picnic area at Sentinel Beach to better accommodate visitor use levels and delineate parking. Designate river access points and protect sensitive areas with fencing	
		Delineate picnic area at Swinging Bridge. Stabilize adjacent riverbank and restore natural resources	
Park Operations Actions Page 46	Upgrade electrical systems	Electrical systems upgraded with underground lines and new substations, augmented by energy efficient systems	
Cascades			
Park Operations Goals Page 46	Continue power production	Continue power production* <u>Continue use of the historic Cascades Powerhouse as an electrical substation</u>	
Arch Rock			
Visitor Use Actions Page 46	Redesign Entrance facility	Redesign Entrance facility and/or relocate	
Park Operations Actions Page 46	Remove two residences	Remove two residences Retain housing for NPS employees so long as there is a need to support operations in the Merced River Gorge	
El Portal			
Page 47	The El Portal administrative site, authorized by Congress in 1958, will become park headquarters and the major park administrative site.	The El Portal administrative site, authorized by Congress in 1958, will serve as become park headquarters and the major park site the NPS center for park operations and maintenance.	Chapter 8: Alternatives Actions Common To All and Alternative 5 Maps "El Portal"
Visitor Use Goals Page 47	Provide orientation and information/reservation system for overnight accommodations and campgrounds	Provide orientation and information/reservation system for overnight accommodations and campgrounds	
	Provide experimental remote staging area for Valley day visitors	Provide experimental remote <u>staging parking</u> area for Valley day visitors	

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Visitor Use Actions Page 47	Provide an information/reservation station and develop a community museum at the Bagby station	Provide an information/reservation station and develop a community museum at the Bagby station	
	Provide a commercial facilities area for services, including automobile service, restaurants, grocery store, clothing and gift sales, bank, beauty and barber shop	Provide a commercial facilities area for services, including automobile service, restaurants <u>and</u> grocery store, clothing and gift sales, bank, beauty and barber shop	
	Provide up to a 150-car day parking area and bus service into the Valley	Provide up to a 150 300-car day-use parking area, <u>restroom facilities, and bus shuttle</u> service into the Valley	
	Reserve space for possible expansion of staging area	Reserve space for possible expansion of staging area	
Park Operations Actions Pages 47-48	NPS and YP&CC maintenance, warehousing, laundry, and bus service area	NPS and YP&CC maintenance, warehousing, laundry, and bus service area, equipment and materials storage	
	NPS and YP&CC open air storage	NPS and YP&CC open air storage	
	NPS permanent housing for a maximum of 70 employees	NPS permanent housing for a maximum of 70 employees	
	YP&CC permanent housing for a maximum of 390 employees	YP&CC permanent housing for a maximum of 390 employees	
	YP&CC seasonal housing for a maximum of 60 employees	YP&CC seasonal housing for a maximum of 60 employees	
	Permanent and seasonal housing for other employees associated with the management and operation of El Portal (about 80 employees)	Permanent and seasonal housing for other employees associated with the management and operation of El Portal (about 80 employees)	
		<u>Provide permanent NPS and concessioner housing in Rancheria and El Portal for a total of 535 employees¹³</u>	
		<u>Remove or Relocate 36 existing private residences at Abbieville and Trailer Village</u>	
		<u>Remove petroleum products terminal facilities and restore site</u>	
	Residential amenities, including community recreation and services, open space and landscaping, utilities, meeting hall, fire station, post office, and law enforcement facilities	Residential amenities, including community recreation and services, open space and landscaping, utilities, meeting hall, fire station, post office, <u>elementary school, library</u> and law enforcement facilities	
Page 49	El Portal Development Concept Map	Replace with Final Merced River Plan/EIS Alternative 5 Map "El Portal"	

¹³ El Portal Employee housing total includes existing units in addition to new units constructed to replace those removed from Yosemite Valley, Abbieville and Trailer Village. It does not include private residences in El Portal Village.

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
Wawona District			
Page 56	Wawona Development Concept Map	Replace with Final Merced River Plan/EIS Alternative 5 Map "Wawona"	Chapter 8: Alternatives Actions Common To All and Alternative 5 Maps "Wawona"
Visitor Use Actions Pages 57-58	Provide 145 overnight accommodation units by utilizing historic structures and a new structure compatible with the historic district	Retain 104 lodging units at the Wawona Hotel Provide 145 overnight accommodation units by utilizing historic structures and a new structure compatible with the historic district	
	Retain golf course, YP&CC stables, tennis court, and swimming pool	Retain golf course, YP&CC concessioner stables, tennis court and swimming pool	
	Remove parking from in front of the hotel complex and construct a 145-car area north of the complex	Remove Retain parking from in front of the hotel complex and construct a 145-car area north of the complex	
		<u>Provide 120 parking spaces at the store</u>	
	Rehabilitate the existing 100-site campground and 30 person group camp for year-round use	Rehabilitate Provide 83 sites, one group site, and two stock sites for a total of 86 sites at the existing 100-site campground and 30 person group camp for year-round use	
		Remove 13 sites that are either within 100 feet of the river or in culturally sensitive areas	
	Relocate campground and amphitheater	Relocate campground and amphitheater	
	Construct 200-site campground in Section 35	Construct 200 site campground in Section 35	
	Retain 25-horse campground	Retain-Relocate horse stock campground	
	Provide trailhead parking (50 spaces) at Chilnualna Falls trailhead	<u>Retain low-impact trailhead parking at Chilnualna Falls trailhead and provide for parking and light visitor use at sites such as Flat Rock and South Fork Swinging Bridge</u>	
Park Operations Actions Pages 58-59	Provide facilities for employee housing and recreational amenities to accommodate a maximum of 60 permanent and 110 seasonal NPS employees, a maximum of 40 permanent and 170 YP&CC employees, and 20 permanent and 30 seasonal other employees, only if housing is unavailable outside the park boundary	Provide facilities for employee housing and recreational amenities to accommodate a maximum of 60 permanent and 110 seasonal NPS employees, a maximum of 40 permanent and 170 YP&CC employees, and 20 permanent and 30 seasonal other employees, only if housing is unavailable outside the park boundary <u>Retain existing housing facilities for 121 NPS employees</u>	
		<u>Relocate the existing NPS Building and Grounds Maintenance Facility to a new facility at a previously-disturbed site between Wawona Ranger District headquarters and water treatment plant. Construct storage and office administrative space. Provide 20 parking spaces for employees and service vehicles</u>	
		<u>Construct NPS wildland fire facility with engine bays, administrative office space and meeting space. Provide access driveways, hose drying rack, and snow storage area</u>	

TABLE A-6: DEVELOPED AREA PLANS GMP/MRP

GMP Section and Page #	1980 GMP Text	2014 GMP Revision	2014 MRP Reference
		Remove modular structures currently used as wildland fire facility and build 20 parking spaces for employee use (including seasonal staff)	
		Maintain existing use of the Wawona District interpretive services field office and Wawona Campground reservation center	
		Construct a district Roads Maintenance Facility headquarters consolidated into one building for a machine shop and equipment storage with administrative office space	
		Provide oversized vehicle and heavy equipment parking spaces and material stockpile bins accessed by a common drive aisle.	
		Provide general outdoor storage area with a covered sand storage shed	
		Provide 15 parking spaces for visitor and employee use	
		Remove existing wooden buildings used for Buildings and Grounds, Roads Maintenance and fire apparatus storage from the 150-foot riparian buffer	
		Relocate stock camp from sensitive resource area along the river to an alternative site located outside the riparian buffer but in the same general vicinity Protect and enhance area within the 150-foot riparian buffer	
		Maintain access to green waste transfer station	
	Construct a new water treatment, storage, and distribution system	Construct a new water treatment, storage, and distribution system Expand capacity for water treatment, storage, and distribution system to accommodate residential use and preserve free-flowing conditions in the South Fork	
	Construct a new wastewater treatment plant with provisions for year-round disposal	Construct a new wastewater treatment plant with provisions for year round disposal Expand wastewater treatment plant with provisions for waste water reclamation for the public campground and residential community at peak season	
	Connect new and existing visitor and employee facilities and Section 35 structures to the new wastewater treatment plant	Connect new and existing visitor and employee facilities and Section 35 structures to the new wastewater treatment plant*	

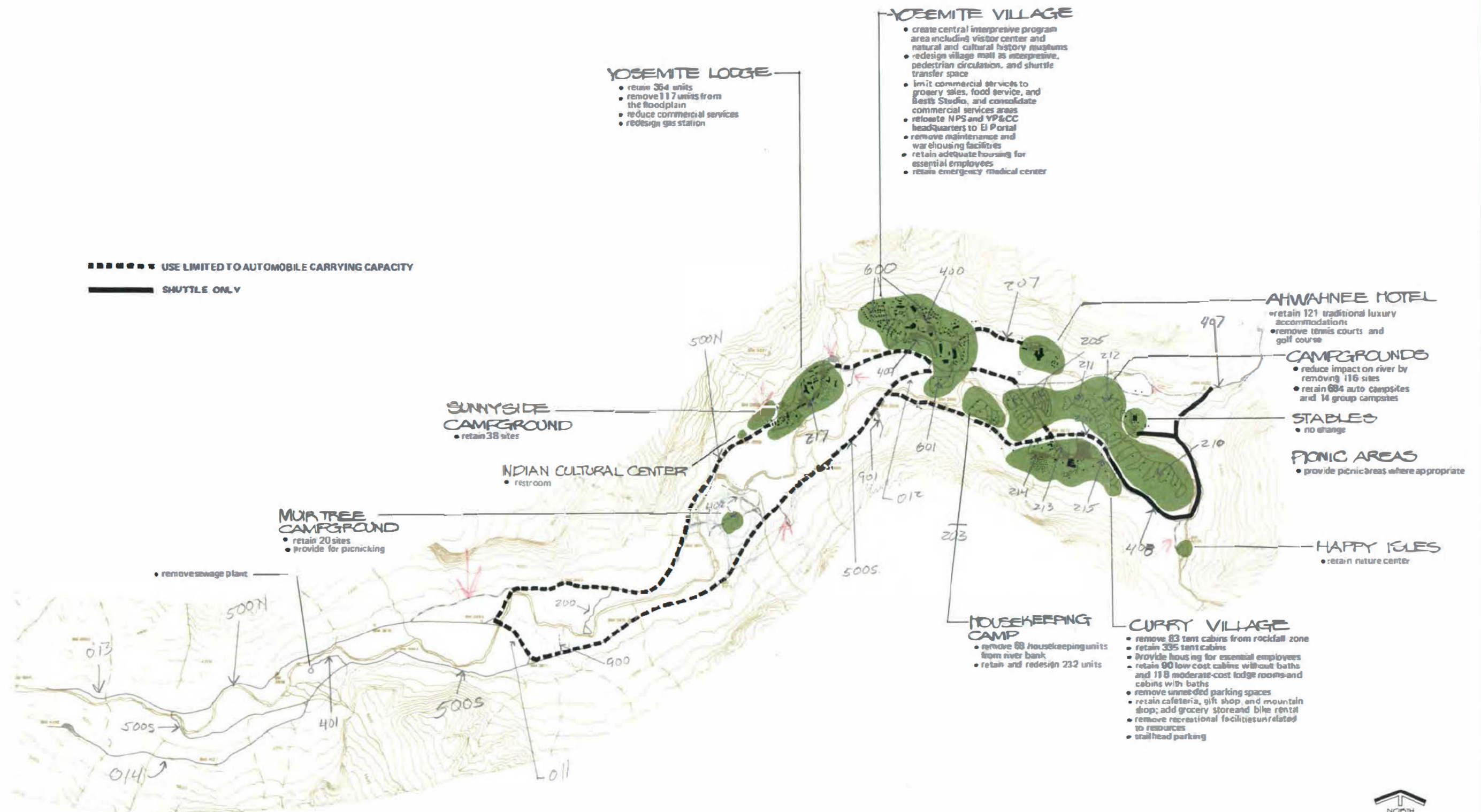
WILDERNESS

The 1980 GMP was published four years before the Yosemite Wilderness was designated in 1984 and seven years before the river was added to the Wild and Scenic Rivers System. The *Final Merced River Plan/FEIS* classifies three segments of the river as “wild” river segments (Segments 1, 5 and 8). Wild river segments are those that are generally inaccessible except by trail and with watersheds or shorelines essentially primitive. Wild segments represent vestiges of primitive America. At the time the 1980 GMP was adopted, the areas comprising these wild river segments were classified as “backcountry” areas. The 1980 GMP provided “backcountry management objectives” and established zones, capacities, and visitor use management strategies for these areas. The 1980 GMP explains that the established carrying capacities for each backcountry zone were designed to limit use and preserve resource integrity. These carrying capacities and trailhead quotas were re-evaluated during the Merced River planning process to ensure that user capacities for wild Segments 1 and 5 and 8 would be protective of river values. The user capacity limits adopted through the *Final Merced River Plan/EIS* and reflected in Table A-7 below replace the previous carrying capacity limits for these areas.

TABLE A-7: USER CAPACITY AMENDMENTS TO THE GMP FOR SEGMENTS 1, 5 AND 8

	1980 GMP	Wilderness Management Plan (post 1984 designation) and current condition	MRP Alternative 5 (Preferred) proposed User Capacities
Visitor overnight capacity			
Wilderness zone user capacities			
LYV Zone	Not Specified	150	150
Merced Lake Zone	Not Specified	50	50
Washburn Lake Zone	Not Specified	100	100
Mount Lyell Zone	Not Specified	10	10
Clark Range Zone	Not Specified	10	10
South Fork Zone	Not Specified	15	15
Johnson Creek	Not Specified	5	5
Chilnualna Creek	Not Specified	0	0
Merced Lake HSC	Not Specified	60	42
Total	Not Specified	400	382

Under the Wilderness Act, the NPS can only authorize commercial services in wilderness if they are necessary to realize wilderness purposes. Furthermore, the *Final Merced River Plan/EIS* allows only the amount of commercial use in wilderness that is within the established user capacities. The *Final Merced River Plan/EIS* would revise and augment management of commercial use in wilderness areas throughout the Merced river corridor consistent with the Extent Necessary Determination described in Appendix L.



Yosemite Valley Development Concept

Yosemite National Park

U.S. Department of the Interior

National Park Service

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	Existing	Proposed	Change
Accommodations	1,528	1,260	-268
Day Parking Spaces	2,513	1,271	-1,242
Campsites	872	756	-116
Employees Housed (summer maximum)	1,510	480	-1,030

Yosemite Village

The village center will be redesigned to separate interpretive services and commercial visitor services.

The Valley transportation system stop in the village will be designed so that as visitors debark they will be visually oriented to Yosemite Falls and the interpretive services. Degnans will be removed to provide a visual distinction between the two areas.

The following functions will be retained or provided in the western portion of the village: Valley administration, museum of Man in Yosemite, natural history museum, and Best's Studio. Commercial and retail space will be reduced by removing some structures, such as Degnans, the garage, and the service station, and by adapting other structures, such as the bank building and the Pohono Gift Shop, for visitor services and Valley administration. Commercial functions that will stay at present or reduced levels are grocery sales, food service, limited postal service, essential banking service, and some YP&CC offices. These will be accommodated within existing buildings in Yosemite Village. Most parking behind the Village Store will be removed. The residential areas immediately east and west of the village center will be removed.

Yosemite Village

Goals	Actions
Visitor Use	Visitor Use
Interpret the natural and cultural environments	— Redesign village mall area to remove parking spaces and include interpretive spaces, pedestrian circulation areas, shuttle bus stops, and public rest rooms
Provide minimal food, postal and banking services	
Redesign visitor facilities to blend with the natural environment	— Redesign the interior of the visitor center

Phase out other facilities and activities that are not directly related to resource enjoyment or that exceed visitor demand

- Immediately remove unneeded parking behind the Village Store. Retain a maximum of 50 spaces for service and employee needs
- Adaptively use the NPS headquarters building, the old museum, the post office, and bank building to accommodate a natural history museum, a museum of Man in Yosemite, Valley district offices, minimal banking, personal services, and post office services
- Remove Degnans, which includes a restaurant, fast-food service, delicatessen, and gift sales
- Adaptively use Pohono Gift Shop
- Remove service station
- Remove car rental and garage
- Redesign Village Store for grocery sales, YP&CC offices, and food service
- Retain Best's Studio

Park Operations

Remove nonessential functions and facilities from the Valley

Retain functions and facilities that are essential to the operation of the district: maintenance for Valley facilities, NPS stables, emergency medical care, and housing for essential employees

Consolidate essential functions of NPS and YP&CC

Remove nonessential housing

Park Operations

- Relocate NPS and YP&CC headquarters to El Portal
- Relocate administrative offices of the Yosemite Institute outside Valley
- Relocate Yosemite Natural History Association office outside the Valley
- Remove heavy maintenance and warehousing facilities; redesign NPS maintenance area to accommodate NPS, YP&CC and Pacific Telephone Company essential maintenance functions, emergency visitor protection facilities, detention facility, and magistrate's office

- Remove the concessioner headquarters building
- Retain the hospital/dental building as an emergency medical center
- Retain the NPS stables
- Relocate nonessential NPS and YP&CC personnel, plus employees of the school, Pacific Telephone Company, Wells Fargo Bank, Yosemite Institute, post office, and Yosemite Church outside the Valley
- Remove the Lower Tecoya residential area, the Ahwahnee Row houses, and Camp 6; also remove houses in the southern portion of the NPS housing area if not needed
- Retain the Upper Tecoya residential area (34 homes) and the northern half of the NPS residential area (44 homes) for essential permanent NPS and YP&CC employees
- Convert school building to residential use
- Provide for community recreation needs
- Remove facilities and restore the Church Bowl area to a natural condition

Yosemite Lodge Area

Goals

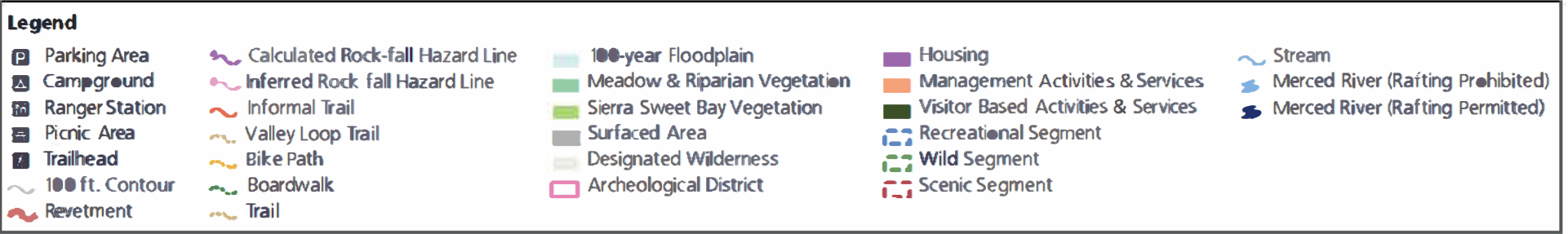
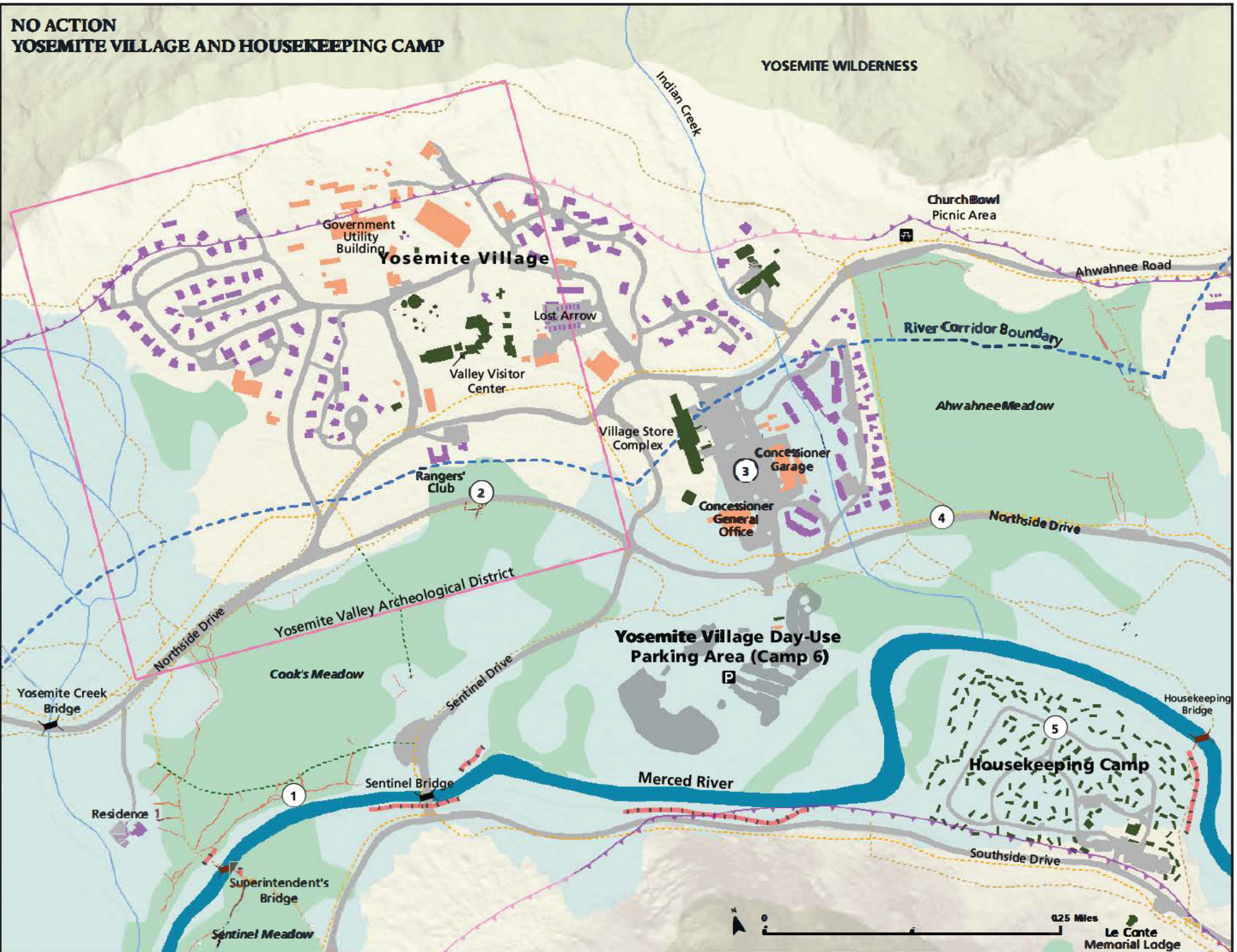
Visitor Use

Provide year-round visitor accommodations and campground

Actions

Visitor Use

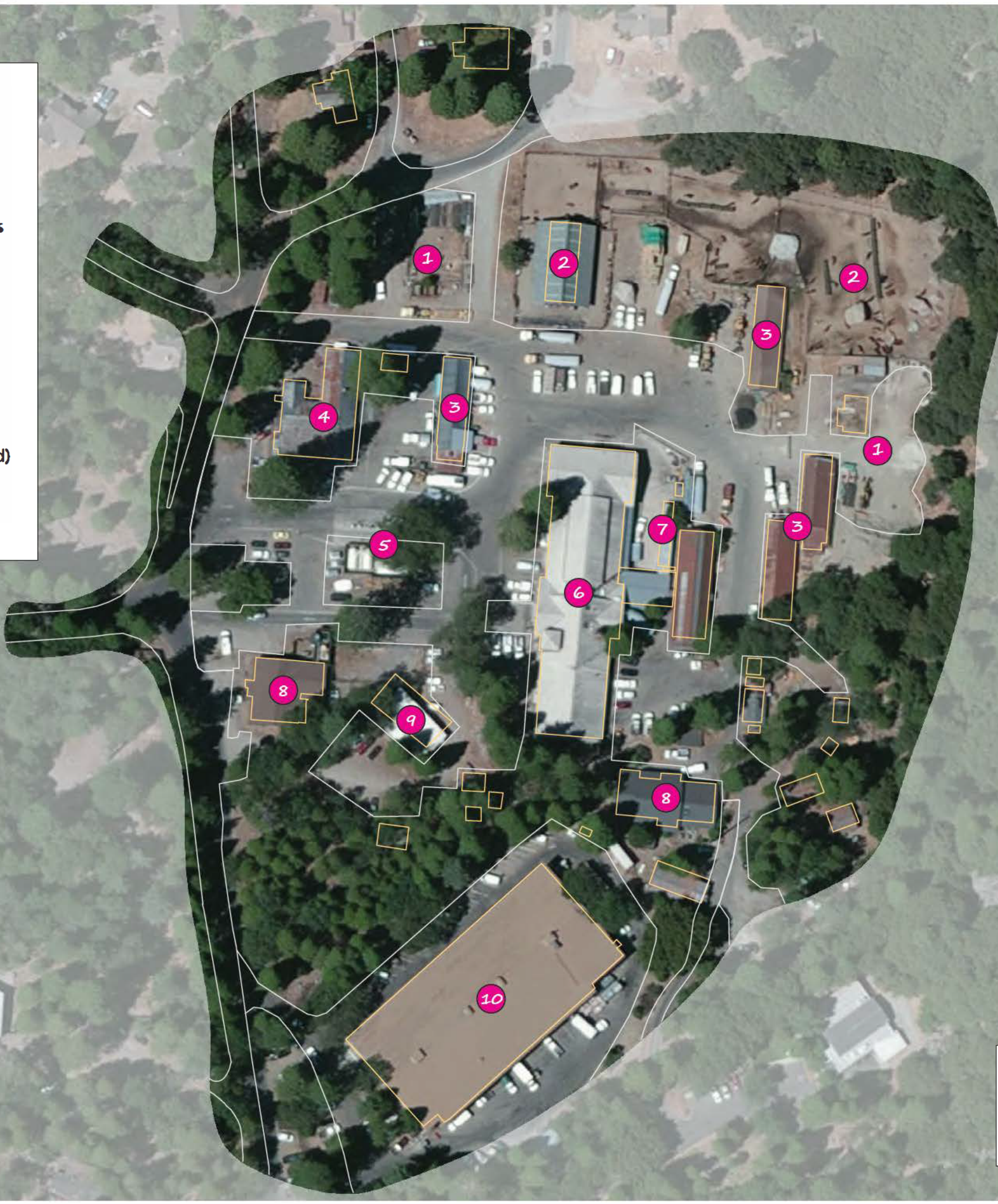
- Remove 52 cabin-with-bath units and 33 cabin-without-bath units



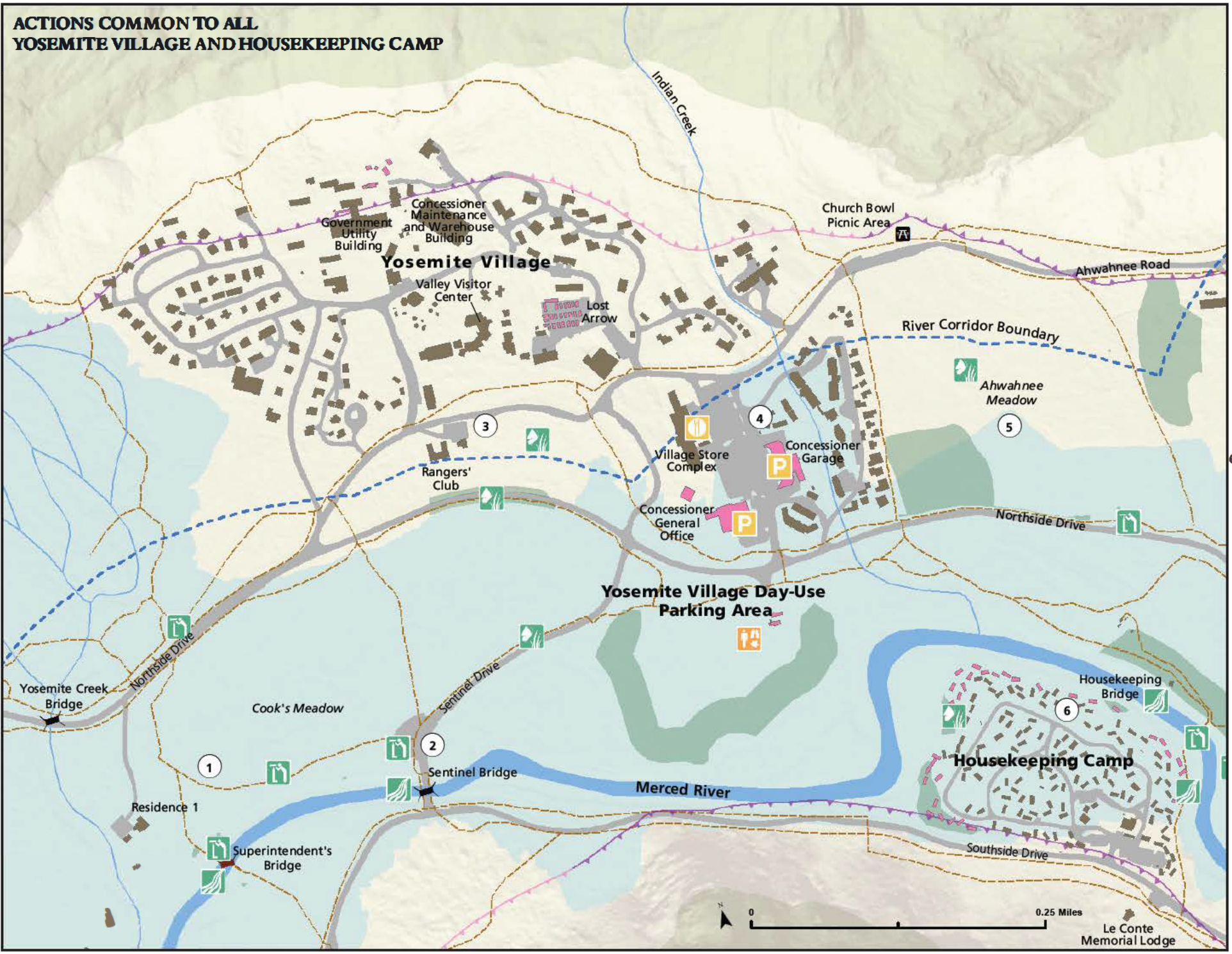
EAST YOSEMITE VALLEY: YOSEMITE VILLAGE AND HOUSEKEEPING CAMP

- 1. Superintendent's and Sentinel Bridge Areas**
 - Superintendent's and Sentinel Bridges: The bridges would continue to have footings within the bed and banks of the Merced River.
 - Southside Drive Intersection: The three-way intersection at Sentinel Drive and Southside Drive would remain.
 - 2. Cook's Meadow Area**
 - Informal Shoulder Parking Along Meadows and Sensitive Habitat: Informal parking would continue along meadow edges and sensitive habitats at Cook's Meadow.
 - Cook's Meadow Abandoned Roadbed: The old roadbed north of Northside Drive between the Rangers' Club and the three-way stop would remain in meadow habitat.
 - 3. Yosemite Village**
 - Wayfinding from the Yosemite Village Day-use Parking Area: Visitors would continue to have difficulty finding the Village visitor center from the Camp 6 day-use parking area.
 - Yosemite Village Day-Use Parking Area: This parking area would continue to be an unimproved parking lot in close proximity to the river (portions in the 5- and 10-year floodplain). Approximately 517 vehicles would be accommodated. The Yosemite Village parking lot would continue to have approximately 237 parking spaces.
 - Concessioner General Office Building: The Concessioner General Office would remain in the river corridor and the 100-year floodplain.
 - Lost Arrow: Concessioner employees would continue to be housed in these temporary accommodations.
 - Intersections: The three-way intersection at Sentinel Drive and Southside Drive would remain, and the offset four-way intersection at Village Drive and Northside Drive (Camp 6) would remain.
 - Yosemite Village Services and Facilities: The level of services and facilities offered in Yosemite Village would remain unchanged.
 - Valley Garage: The Valley Garage, located in the river corridor and 100-year floodplain, would continue to service shuttles, tour buses, and visitor and concessioner vehicles.
 - Concessioner Employee Housing: Tecoya and Ahwahnee Row employee housing would continue to house concessioner employees.
 - 4. Ahwahnee Meadow Area**
 - Ahwahnee Meadow: Northside Drive, the adjacent bike path and other formal trails would continue to bisect the meadow.
 - Ditches in Meadows: Human-constructed ditches would remain in meadows throughout Yosemite Valley.
 - 5. Housekeeping Camp Area**
 - Housekeeping Camp Lodging: Many of the 266 Housekeeping Camp lodging units would continue to exist in the 2- to 10-year floodplain. The riprap that armors the riverbank to protect this infrastructure would be retained. High visitor use in this area would continue to result in denuded riverbanks in some areas.
 - Housekeeping Camp Services and Facilities: Visitor use facilities would remain unchanged. Services would include shower houses, restrooms, laundry, and groceries.
- Scenic Vista Management:** Scenic Views: Conifers would continue to impinge views of iconic viewpoints and locations.
- Cultural Resources:** Informal trails and rock-climbing activities impact culturally sensitive areas. The LeConte Memorial Lodge National Historic Landmark would remain in "fair" condition.

- 1 Open storage areas
- 2 NPS stables and corral
- 3 Covered storage structures
- 4 Search and Rescue operations
- 5 Fueling station
- 6 Government Utility Building
- 7 Service bay access
- 8 Utility buildings
- 9 Former construction management office (removed)
- 10 Concessioner Maintenance and Warehouse Building



Alternative 1: No Action
Yosemite Valley Maintenance Area
Yosemite National Park
United States Department of the Interior • National Park Service



Management Actions	Lodging	River Access	Buildings	Calculated Rock-fall Hazard Line
Camping	Meadow and Riparian Restoration	Scenic Restoration	Remove Building	Inferred Rock-fall Hazard Line
Circulation	New Shuttle Stop	Services and Facilities	Retained or Varies by Alternative	Recreational Segment
Cultural Resources	Operations	Visitor Experience	Road bridge	Wild Segment
Free-flow	Parking	Water Quality	Footbridge	Scenic Segment
Housing	Picnicking	Restoration Area	Stream	Surfaced Areas
			Trails	100-year Floodplain
				Designated Wilderness

EAST YOSEMITE VALLEY: YOSEMITE VILLAGE AND HOUSEKEEPING CAMP

- 1. Superintendent's Bridge Area**
 - Cook's Meadow South Boardwalk: Selectively thin conifers encroaching on open vistas across the meadows and views of Yosemite Falls, Sentinel Rock, North Dome, and Glacier Point.
 - Superintendent's Bridge FreeFlowing Condition: Install constructed log jams on the Merced River, and utilize bioengineered stabilization on rip-rap to improve hydrologic function.
 - Superintendent's Bridge Scenic Views: Thin conifers to maintain views of Sentinel Rock and North Dome.
 - Hutchings View: Selectively thin conifers to maintain distant views of Half Dome, Yosemite Falls, Sentinel Rock, North Dome, Glacier Point, Royal Arches, and Washington Column.
 - 2. Sentinel Bridge Area**
 - FreeFlowing Condition: Place large wood to lessen scouring from the bridge. Place a constructed log jam to increase channel complexity.
 - Scenic Views: Selectively thin encroaching conifers and burn undergrowth to open distant views of Half Dome.
 - Informal Shoulder Parking: Remove roadside parking along Sentinel Drive that encroaches on sensitive habitat. Ecologically restore area to natural conditions.
 - 3. West Yosemite Village**
 - Informal Shoulder Parking: Remove roadside parking along Cook's Meadow. Restore meadow conditions.
 - Riparian Restoration near Cook's Meadow: Remove fill of former roadbed north of Northside Drive between the Rangers' Club and the three-way stop. Re-vegetate with native meadow species.
 - 4. East Yosemite Village**
 - Village Visitor Contact Center: Re-purpose the Village Sport Shop for public use with pathways leading from the Yosemite Village Day-use Parking Area to the building. Remove the Art and Activities Center.
 - Yosemite Village Services and Facilities: Retain Village Store and Grill. Re-purpose the Village Sport (Mountain) Shop as a visitor contact center.
 - Concessioner General Office: Remove building from river corridor. Re-locate essential concessioner functions to the Concessioner Central Warehouse building.
 - Concessioner Garage Relocation: Remove Concessioner Garage building, and re-locate the function to the Government Utility Building area, outside the river corridor. Re-develop garage footprint as visitor parking. Provide essential visitor vehicle service and emergency repair at El Portal and Wawona service stations.
 - 5. Ahwahnee Meadow Area**
 - Valley Meadow Ditch Restoration: Fill 2,155 feet of human-constructed ditches in Valley.
 - Ahwahnee Meadow Scenic Views: Selectively thin encroaching conifers from oak woodland and meadow to maintain distant view of Yosemite Falls, North Dome, Royal Arches, Half Dome, Glacier Point, and Castle Cliffs.
 - 6. Housekeeping Camp Area**
 - Ecological Restoration and River Access: Restore riverbank by brush layering, decompacting soils, and planting riparian species. Direct visitors to two resilient beach locations at the western edge of camp. Fence off current eastern river access point on a steep eroded bank.
 - Scenic Views: Selectively thin conifers to maintain views of Glacier Point and Yosemite Falls.
 - Revetment Removal: Remove 3,400 feet of revetment built into the riverbank that impacts hydrologic flow. Re-vegetate with riparian species. Replace 2,300 feet of revetment with bioengineered riverbank stabilization.
- Cultural Resource Protection**
- Remove informal trails that contribute to archeological site disturbance. Develop historic structure report and address recommendations for treatment to bring Le Conte Memorial Lodge, which is a National Historic Landmark, to "good condition".

Other facility-related actions that are common to Alternatives 2-6 include the following:

- Limited fleet maintenance functions would be provided at a redesigned Government Utility Building in the NPS Maintenance Yard, outside of the river corridor. Private vehicle repair service would be eliminated from Yosemite Valley.
- All Concessioner General Office functions would be moved to the location of the Concessioner Warehouse, outside of the river corridor.

Camping

- Alternatives 2-6 propose new walk-in campsites east of Camp 4 (35 sites) and west of Backpackers Campground (16 sites). Additionally the following reductions in the campsites inventory would occur from implementing the restoration actions listed above:
 - Backpackers Campground (-15 sites)
 - Lower Pines Campground (- 5 sites)
 - North Pines Campground (-14 sites)
 - Upper Pines Campground (-2 sites)

The alternatives vary in the number and type of campsites provided at other locations in Segment 2.

Lodging

- Alternatives 2-6 would remove 34 units at Housekeeping Camp that are located within the ordinary high-water mark.

The alternatives vary in the total number and type of lodging units provided in Segment 2.

Parking and Transit

- Redesign the parking lot at the Ahwahnee Hotel to provide proper drainage. Construct an additional 50-space parking lot to the east of the existing parking lot to replace parking lost due to rock-fall activity.
- Undertake a clean closure and stabilization process at the wilderness parking lot, which was once a landfill for Yosemite Park and Curry Company, and provide parking area for 190 vehicles.
- Remove ad hoc, unimproved roadside parking from natural areas where parking does resource damage or is in conflict with river values. Specifically, this includes 40 spaces along Cook's Meadow, 89 spaces along Sentinel Drive, 34 spaces along Superintendent's Straight, 85 spaces along Stoneman Meadow, and 14 spaces between Big Oak Flat Road/El Portal Road intersection and El Portal Bridge.
- Support the establishment of public transit service between Fresno/Oakhurst and Yosemite Valley.
- Discontinue the in-park shuttle service from Wawona to Yosemite Valley.
- Provide a shuttle bus stop in the vicinity of the El Capitan Crossover Bridge.

six vehicles for a total parking capacity of 26 vehicles along this section of road. Curbs would be installed along the remaining south side of the road shoulder to prevent resource damage. Of the 13 existing drainage culverts along this segment of the road, two would be removed and the remainder either retained or reconstructed in a manner that is consistent with their historic character and function. (No site drawing is provided to illustrate these actions.)

NPS Maintenance Yard

The NPS Government Utility Building and Maintenance Yard, located just north of Yosemite Village, is the primary operations center for utilities, visitor and resource protection, and maintenance. It consists of a large, central operations building, multiple smaller outbuildings, administrative fueling station, NPS stables, yard, and search and rescue headquarters. Eleven of the buildings and sheds are contributing elements to the Yosemite Valley Historic District. In order to improve circulation at the complex and to provide parking spaces for larger vehicles, six of the non-historic outbuildings would be removed or relocated as NPS operations are further consolidated within existing facilities in El Portal. The historic Government Utility Building would be adapted to accommodate light maintenance and repair for park shuttle busses and concessioner service vehicles. A new roads and trails maintenance building would be built that would house essential winter park operations equipment, such as snow removal and sand spreading vehicles and equipment. The new building would include four vehicle bays with support functions. All anticipated development activities and improvements would occur within the existing 4.75-acre site. The NPS maintenance area lies outside the Merced River corridor, but proposed modifications are addressed herein as connected actions.

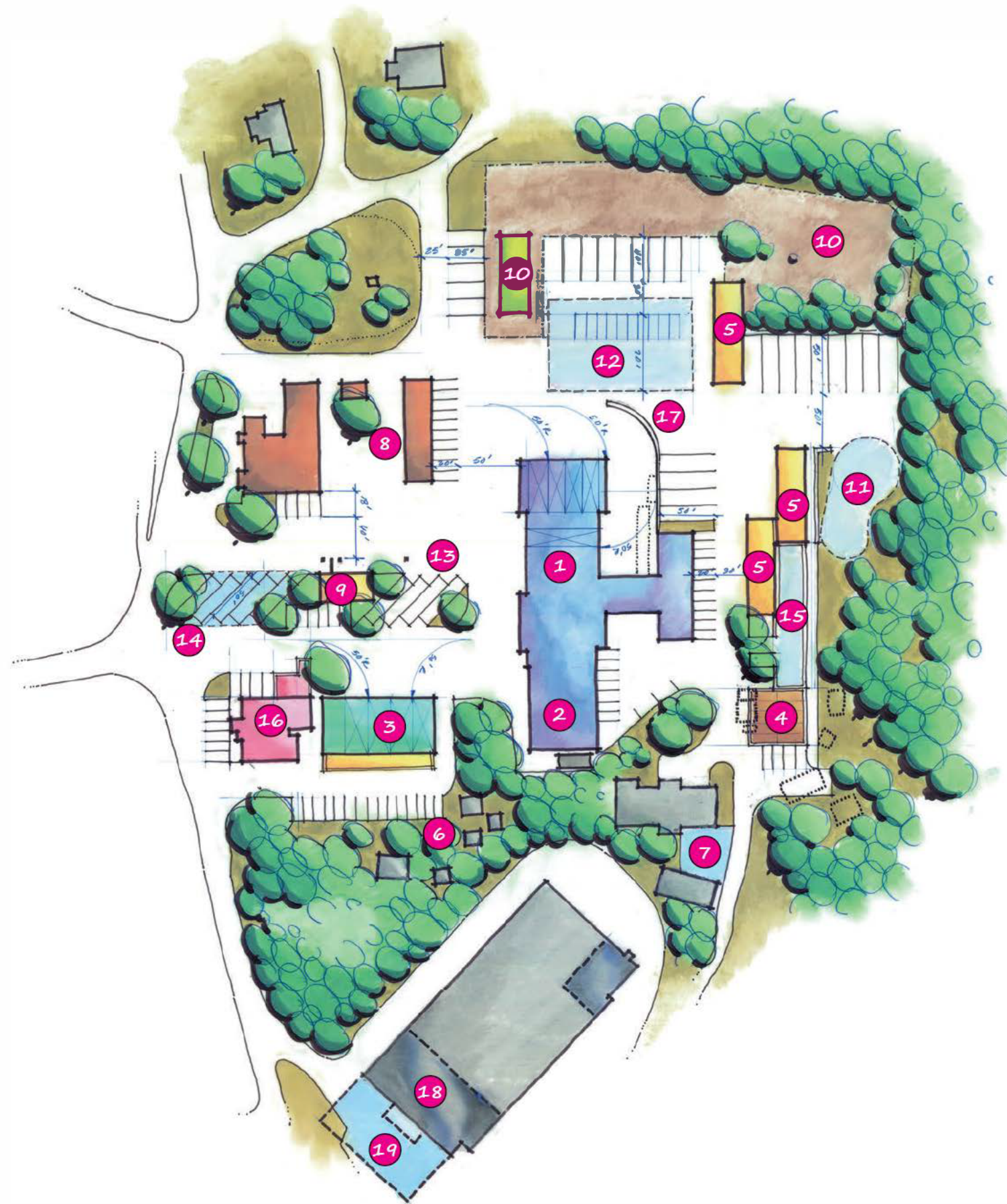
Concessioner General Office

The existing 18,000 square foot Concessioner General Office building located in Yosemite Village, just south of the Village Store parking lot, would be removed under all alternatives to allow redesign and expansion of visitor parking, improved traffic and pedestrian circulation, and resource restoration. The park has developed two alternatives that would allow the concessioner to modify the existing central warehouse, with a limit of approximately 5,000 square feet in new construction of replacement office space and modifications to the existing building's interior. The existing Concessioner Central Warehouse lies outside the Merced River corridor, but proposed modifications are addressed herein as connected actions.

Alternatives 2-4

The office space would be replaced by reconfiguring the interior of the existing Concessioner Maintenance and Warehouse building. The existing structure would be updated to include office space on a mezzanine floor. Additionally, nearby concessioner employee housing would be converted to office use. The residential needs of employees displaced from housing facilities would be accommodated in other buildings in Yosemite Valley.

Additional parking spaces would be provided near the facility to accommodate the increased occupancy of the remodeled worksite. Specific locations being considered for parking include formalizing approximately 17 spaces along Village Drive, six spaces to the northeast of the warehouse building, approximately 16 spaces along Boulder Lane, approximately 15 spaces along the north side of Tenaya Way, and an additional



- 1. Relocate shuttle bus maintenance to existing service bays in the Government Utility Building.
- 2. Maintain NPS use and operation of historic Government Utility Building.
- 9. Construct a 4,500 square-foot building with light-duty service bays with administrative office space. Provide covered parking for road-clearing vehicles and equipment.
- 9. Relocate outdoor vehicle temporary storage yard.
- 5. Rehabilitate covered storage buildings for more efficient use.
- 1. Retain historic Camp 1 employee housing unit complex.
- 7. Construct a structural, load-bearing pad for emergency generator; improve access road.
- 9. Retain search and rescue operations.
- 9. Retain concessioner fueling station.
- 10. Retain NPS stables and corrals.
- 12. Maintain outdoor sand storage area for winter use.
- 12. Delineate flex parking and equipment staging area.
- 12. Delineate short-term, high-turnover shuttle bus parking spaces.
- 14. Provide additional shuttle bus parking or designated snow storage area.
- 19. Outdoor storage area to be re-organized and improved.
- 12. Maintain utility building use with park partner.
- 19. Reconstruct retaining wall to provide for bus access to existing bay door.
- 12. Construct a 10,000 square-foot mezzanine in the existing Concessioner Maintenance Building and Warehouse. Relocate Concessioner General Office from Yosemite Village Day-use Parking Area; Alternatives 2, 3, 4 and 5 only.
- 19. Construct a 4,000 square-foot office addition to the Concessioner Maintenance Building and Warehouse for Concessioner General Office use; Alternative 6 only.



NORTH

Alternatives 2,3,4,5,6 Conceptual Site Drawing for Yosemite Valley Maintenance Area Yosemite National Park

United States Department of the Interior • National Park Service

* These drawings are provided to demonstrate where facilities would be removed, relocated, or constructed according to actions more fully described by project alternatives. The drawings do not represent a final proposal. More detailed design and construction documents would be developed consistent with the general concepts presented here.



Government Housing Assignment Agreement

8/19/2021

0 bedroom (0 used), 0 sq ft Trailer Pad/Space (Tenant RV), built in 1950, 71 years old

Installation	NPS - YOSEMITE NP	CPI	2021 CPI
Housing Unit	00T00E08, EPQ TRAILER PAD 00T00E08	Survey	2017 CALIFORNIA SURVEY
Survey Region	California	Prepared By	Schree Yager
Effective Date of Rent	8/19/2021	Date Prepared	8/19/2021

Occupant _____

Arrival Date _____

Federal Employee _____ (yes/no)

Type of Payment Quarters Rent

Rent Payment Method _____

The National Park Service (hereinafter called the Agency/Bureau) hereby assigns to the above named occupant the government housing unit described above.

Net Tenant Rent will be: (check only one of the following and cross out the other)

_____ Federal rent of \$114.45 Biweekly (\$248.00 Monthly, \$8.26 Daily)

_____ Non-Federal rent of (b)(6) Biweekly (b)(6) Monthly, (b)(6) Daily

as indicated on the attached Housing Rent Summary. Rent will be payable _____ (e.g. monthly) by _____ (e.g. cash collection).

The rent will be subject to automatic periodic adjustments due to rental surveys and annual inflation adjustments required by OMB Circular A-45, Rental and Construction of Government Housing (A-45), and OMB Circular A-25, User Fees. Baseline rental market surveys will be conducted once every four years, in accordance with A-45, to bring the Government housing rents back in alignment with the local private rental markets. In addition to the survey market values, annual adjustments for rent, utilities, services and furnishings to reflect national Consumer Price Index (CPI) inflation measures published by Bureau of Labor Statistics, will become effective in the first full pay period in March each year, in accordance with A-45.

Therefore, future rental rates will be different than the charges at assignment due to required adjustments for CPI and market surveys. The occupant will be provided with a 30 day advance written notice of the March rent adjustment. A new Housing Assignment Agreement will be required only when rates are revised pursuant to a new rental survey.

Occupants should also be aware that rent is calculated from the housing description recorded by the Agency/Bureau in the Internet Quarters Management Information System (iQMIS) rent-setting application. This description includes the physical attributes of the housing unit, the number of unrelated occupants (roommates) sharing the unit rent, as well as all utilities, services and furnishings provided. Occupants should be provided a copy of this housing description and are responsible, along with Agency/Bureau representatives, for ensuring accuracy.

The rent will be subject to revision if the housing description is found to be inaccurate or is revised at the request of the occupant. Rental rates for occupants of shared housing depend upon the rents paid by roommates, as in the private market. This unit is currently designated for 1 occupant. If a roommate moves out of a housing unit, and a replacement cannot be located, the remaining occupant(s) shall be responsible for the full unit rent.

The occupant will be provided with a 30 day advance written notice of any increase in the net tenant rent, while reductions to the rent may take effect as soon as practicable. A new Housing Assignment Agreement will not be required for a rent correction.

Occupancy of the subject housing unit will begin on _____ (date). If the occupant is an Agency/Bureau employee, occupancy will end upon expiration of the occupant's employment at this location, unless previously terminated at the option of either party upon _____ days written notice. If the occupant is not an Agency/Bureau employee, occupancy will end on _____ (date) unless previously terminated at the option of either party upon _____ days written notice. As part of the consideration set forth above, the Agency/Bureau will furnish the occupant with the equipment, utilities, and other services indicated on the attached Housing Rent Summary.

REQUIRED OCCUPANT:

Occupancy of the subject housing unit by the named occupant _____ (is/is not) mandatory under the definition of required occupancy. (If occupancy is required, attach a copy of the Certificate of Required Occupancy.)

NOTICE OF GOVERNMENT RIGHTS:

The Federal government, as the owner and manager of its housing, reserves the right to eliminate its housing, relocate employees, or terminate an employee lease at any time, with at least a 30-day advance written notice. Assignment to government housing is not a right or a benefit of government employment; assignment to housing is never guaranteed. At all times, the Government reserves the right to manage its housing in whatever way it deems necessary to meet mission requirements and to rely on the private market to meet employee housing needs to the maximum extent possible.

HARDSHIP:

In certain hardship cases, continued occupancy of Government housing by employees and their dependents, or by dependents of deceased employees, is permitted. Occupancy of housing in such instances will normally not exceed 60 days. Such occupants, if not employed by the organization, will continue to pay the established rental rate for the housing through a bill of collection. If the dependent is an employee, a new agreement will be created and the dependent will pay by payroll deduction.

NOTICE OF APPEAL RIGHTS:

An occupant may address erroneous factual matters that affect their rent directly with the Park Housing Manager at any time.

Only Federal employees/tenants may request reconsideration of housing management and rental rate determinations. Non-federal tenants may not seek a reconsideration or a subsequent appeal.

APPEAL RIGHTS RELATED TO EVICTIONS:

Occupant agrees first to follow any procedural steps contained in relevant bureau notices, including, when appropriate, the occupant's right to respond within a stated time to the asserted ground(s) of eviction. Thereafter, occupant agrees that he/she may assert any substantive or procedural defenses to a pending or proposed eviction only as permitted in a court of competent jurisdiction. Except as provided in bureau/office notices, there is no intended right of administrative appeal regarding a proposed action to evict the occupant or related procedure to effectuate the eviction.

Form DI 1881



Government Housing General Terms and Conditions

8/19/2021

1. This lease shall be terminated by the Agency/Bureau for: (1) separation from employment; (2) breach of this agreement; (3) refusal to sign this or subsequent Government Housing Assignment Agreements; (4) failure to pay rent; or (5) for being a serious threat to the public health and welfare.
2. The premises shall be used for residential purposes only. It shall not be assigned or sublet by the occupant in whole or in part, nor shall any business be conducted on the premises unless authorized in writing by the Agency/Bureau head or his/her designated representative.
3. Occupant shall keep the premises in clean, sightly and safe condition at all times and, upon vacating, will leave the housing unit, including appliances and furnishings, in a clean and orderly condition. Upon occupancy and vacancy, a Housing Occupancy/Vacancy Inspection Form shall be completed and signed by occupant and designated Agency/Bureau representative.
4. Occupant shall notify the Agency/Bureau of maintenance needs but shall make no repairs, alterations, improvements or additions to the premises, unless authorized in advance in writing by the Agency/Bureau. All alterations, improvements or additions made, whether authorized or not, shall become and remain the property of the United States. Unacceptable repairs and alterations may be charged back to the tenant.

Do not scrape or sand painted surfaces. Many homes built before 1978 have lead-based paint. Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window. If your rental unit was built prior to 1978, report any peeling or chipping paint immediately to the Facility Maintenance Office. Lead from paint, chips and dust can pose serious health hazards, and is especially dangerous to fetal development and children below age 6. Learn how to protect yourself and your family from lead hazards at <https://www.epa.gov/lead>.

Do not disturb or remove floor tiles, roofing tiles, insulation, or textured ceiling surfaces. Many homes have construction materials containing asbestos. Most uses of asbestos are not banned; a few are banned under existing regulations. These materials are generally safe unless disturbed. See <https://www.epa.gov/asbestos/learn-about-asbestos> for more information. Government maintenance personnel and construction workers have received training in the safe handling of these materials and will conduct testing before removal.

5. Occupant shall be charged rent for the housing unit, even during periods of temporary absence (such as temporary duty, furlough, personal leave, sick leave/disability, military leave or administrative leave), unless the housing unit is permanently vacated by the occupant and made available for reassignment.
6. Occupant shall occupy the housing unit and control his/her family and guests in such a manner as not to interfere with Agency/Bureau operations at the installation.
7. The Agency/Bureau will maintain the housing unit, and the Installation Manager or his/her designated representative shall have free access to the premises at all reasonable hours with prior notice to occupant for the purposes of examining the same and to make repairs or alterations, except for emergency situations.
8. Any damage to the premises resulting from neglect of the occupant, except reasonable wear and tear, shall be repaired by occupant in accordance with No. 4 above. Any repairs so occasioned may be made by Agency/Bureau and the cost to same to be reimbursed by occupant by payroll deduction or cash collection.
9. As Government liability under the Military Personnel and Civilian Employees Claims Act, or the Tort Claims Act, is limited, the tenant should strongly consider carrying property/renters insurance.
10. Other Conditions:
EI Portal Trailer Court Action Plan, Yosemite Pet Policy and Residential Yard Care Policy

5001 Trailer Court, EI Portal, CA 95318

Agency/Bureau Representative: _____ Date: _____

Occupant: _____ Date: _____