

PROJECT REPORT

TO: PLANNING COMMISSION AGENDA DATE December 14, 2022
FROM: Planning & Development Services Dept. AGENDA TIME 9:00 am/No.7

Development Agreement for a Battery Energy Storage System Project
PROJECT TYPE: CUP #17-0027 and CUP #17-0030 (PV Solar) SUPERVISOR DIST #2

LOCATION: 1126 Liebert Road, APN: 051-350-015 et al
El Centro, CA 92243 PARCEL SIZE: +/- 929 Acres (combined)

GENERAL PLAN (existing) Agriculture GENERAL PLAN (proposed) N/A
A-2-R-RE (General Agriculture-Rural-RE Overlay)
ZONE (existing) A-3-RE (Heavy Agriculture-RE Overlay), ZONE (proposed) N/A

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION: HEARING DATE: 12/14/2022

APPROVED DENIED OTHER
PLANNING DIRECTORS DECISION: HEARING DATE: _____

APPROVED DENIED OTHER
ENVIROMENTAL EVALUATION COMMITTEE DECISION: HEARING DATE: N/A

INITIAL STUDY: #22-0047

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION ADDENDUM
DEPARTMENTAL REPORTS / APPROVALS:

PUBLIC WORKS	<input type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
AG / APCD	<input type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
E.H.S.	<input type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
FIRE / OES	<input type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
OTHER	<input type="checkbox"/>	None		

REQUESTED ACTION:

IT IS RECOMMENDED THAT YOU CONDUCT A PUBLIC HEARING, THAT YOU HEAR ALL OPPONENTS AND PROPONENTS OF THE PROPOSED PROJECT. STAFF WOULD THEN RECOMMEND THAT YOU TAKE THE FOLLOWING ACTIONS:

- 1) RECOMMEND THE BOARD OF SUPERVISORS ADOPT THE ADDENDUM FOR THE FINAL EIR (SCH #2017121078) FOR THE LAUREL CLUSTER SOLAR FARMS 3 AND 4 PROJECTS, WITH FINDINGS AND RESOLUTION; AND,
- 2) RECOMMEND THE BOARD OF SUPERVISORS APPROVE THE ATTACHED RESOLUTION WITH FINDINGS FOR THE DEVELOPMENT AGREEMENT FOR THE LAUREL CLUSTER SOLAR FARMS 3 AND 4 PROJECTS.

STAFF REPORT
Planning Commission
December 14, 2022
Development Agreement

Subject:

- A. Adoption of an Addendum to the Final EIR (SCH# 2017121078) for the Laurel Cluster Solar Farms 3 and 4 Projects, with Findings
- B. Development Agreement (DA) and Resolution, with Findings for the Laurel Cluster Solar Farms 3 and 4 Projects

Project Name: Laurel Cluster Solar Farm 3 and 4 Battery Energy Storage System Project

Applicants: 92JT 8me, LLC (aka Avantus)

Project Location:

The previously-approved Laurel Cluster Solar Farm 3 Project is located on APNs 051-270-027-000, 051-270-047-000, 051-300-008-000, 051-300-009-000, 051-300-030-000, 051-300-039-000, and 051-330-001-000, which are privately-owned parcels totaling 587 acres.

The previously-approved Laurel Cluster Solar Farm 4 Project is located on APNs 051-330-024, 051-360-038, 051-350-015, 051-350-016, and 051-360-028, which are privately-owned parcels totaling 342 acres. The proposed Laurel Cluster Solar Farm 4 is the site of the Battery Energy Storage System Project (BESS), subject to the Development Agreement, and is located on the 107-acre parcel, APN 051-350-015, within the previously-approved Laurel Cluster Solar Farm 4 Project site.

Project Background:

On January 15, 2019, the Imperial County Board of Supervisors certified the Final Environmental Impact Report (EIR) and adopted four Conditional Use Permits (CUPs) for the Laurel Cluster Solar Farms Project. The Laurel Cluster Solar Farms Project consisted of four photovoltaic (PV) solar farm facilities and associated infrastructure, which would collectively generate up to 325 megawatts on approximately 1,380 acres. 92JT 8ME, LLC and 90FI 8ME, LLC applied for individual CUPs for each of the proposed locations: Laurel Cluster Solar Farm 1 (CUP 17-0028), Laurel Cluster Solar Farm 2 (CUP 17-0029), Laurel Cluster Solar

Farm 3 (CUP 17-0030), and Laurel Cluster Solar Farm 4 (CUP 17-0027). Table 1 provides the acreage and proposed MW output of each of the projects.

Table 1. Laurel Cluster Solar Farms Acreage and Proposed Megawatt Output

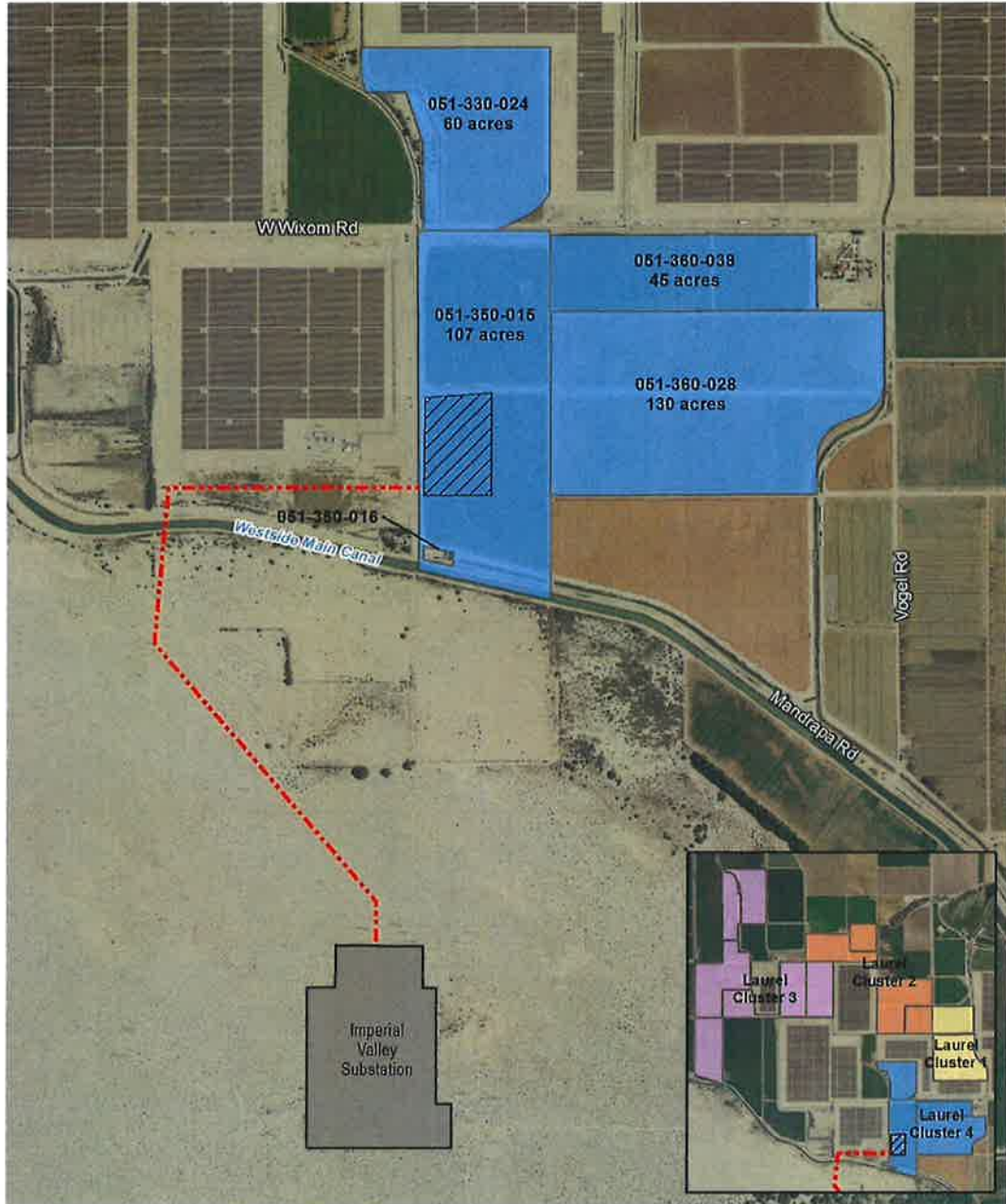
Project	CUP	Acreage	Proposed MW
Laurel Cluster Solar Farm 1	17-0028	171	40
Laurel Cluster Solar Farm 2	17-0029	280	70
Laurel Cluster Solar Farm 3	17-0030	587	140
Laurel Cluster Solar Farm 4	17-0027	342	75
Total	--	1,380	325

The Board-Certified Laurel Cluster Solar Farms Project Final EIR (State Clearinghouse No. 2017121078) determined that all significant impacts could be reduced to a level less than significant with the incorporation of mitigation measures. The potentially significant effects that were mitigated consisted of the following: Aesthetics (specifically related to light and glare), Agriculture Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Hydrology/Water Quality.

Project Summary:

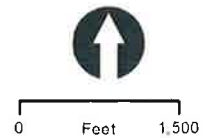
The applicant is proposing a Development Agreement concerning the originally approved CUP #17-0030 and CUP #17-0027 for the addition of a Battery Energy Storage System to the site. The original CUP #17-0030 (Laurel Cluster 3) was approved for 140 MW photovoltaic solar project, including battery storage. CUP #17-0027 (Laurel Cluster 4) was approved for a 75-MW photovoltaic solar project, including battery storage; however, approval of the Development Agreement would require a revised site plan for Laurel Cluster Solar Farm 4 to accommodate a more expansive battery storage system and substation, as well as supporting infrastructure.

Under the existing zoning for the site (A-3 Heavy Agriculture and A-2-R General Agriculture-Rural): Pursuant to Title 9, Division 5, Chapter 9, “Solar Energy Plants” and “Transmission lines, including supporting towers, poles microwave towers, utility substations” are uses that are permitted in the A-3 Zone, subject to approval of a CUP. Battery Energy Storage Systems are allowed as an ancillary component to the solar generating facility. The Development Agreement would allow for the development of a Battery Energy Storage System prior to the Photovoltaic Solar Electrical Generation Facility within the Laurel Cluster Solar Farm 3 and 4 under CUP #17-0030, Resolution 2019-19 and CUP #17-0027, Resolution 2019-16.



LEGEND

- - - Gen-Tie
- / / / / Proposed Battery Energy Storage System (BESS Project)
- Laurel Cluster Solar Farm 4 Project
- Imperial Valley Substation



As shown on **Error! Reference source not found.** above-referenced image, according to the Development Agreement the applicant is proposing a Battery Energy Storage System at the site of the previously-approved CUPs and within the previously-approved 107-acre parcel. The proposed Battery Energy Storage System would not result any changes to the size or intensity of disturbance to the previously-approved project footprint as analyzed in the Final EIR:

- Construct and operate a 250-MW Battery Energy Storage System (BESS facilities) on an area totaling approximately 20 acres; and
- Connect associated infrastructure (primarily an on-site substation(s)/switchyard(s)) to the electrical grid via an existing transmission line on an area totaling approximately 30 acres.

The total combined acreage of the BESS facilities and associated infrastructure within APN 051-350-015 is a 50-acre area within the current footprint of the previously-approved CUP site.


Additionally, the balance of acres remaining on APN 051-350-015 would be for up to 125 MW of PV facilities. The applicant intends to allow any remainder of the parcel 051-350-015 to be farmed or remain in cultivation. However, if continued cultivation of the remainder of the parcel cannot be secured, the applicant would manage the fallowed lands in accordance with conditions of approval outlined in CUP #17-0030 and #17-0027, as applicable.


RECOMMENDED ACTIONS

Staff recommends that the Planning Commission hold a public hearing and hear all proponents and opponents of the proposed project, and consider the following actions to advise the Board to approve the following actions:

- A. Recommend the Board of Supervisors adopt the Addendum to the Final EIR (SCH #2017121078) for the Laurel Cluster Solar Farms 3 and 4 Project with Findings and Resolutions; and
- B. Recommend the Board of Supervisors approve the attached Resolutions with Findings for Development Agreement.

PREPARED BY: 
Diana Robinson, Planning Division Manager

REVIEWED BY: 
Michael Abraham, AICP, Asst. Director
Planning & Dev. Services Department

APPROVED BY: 
Jim Minnick, Director
Planning & Dev. Services Department

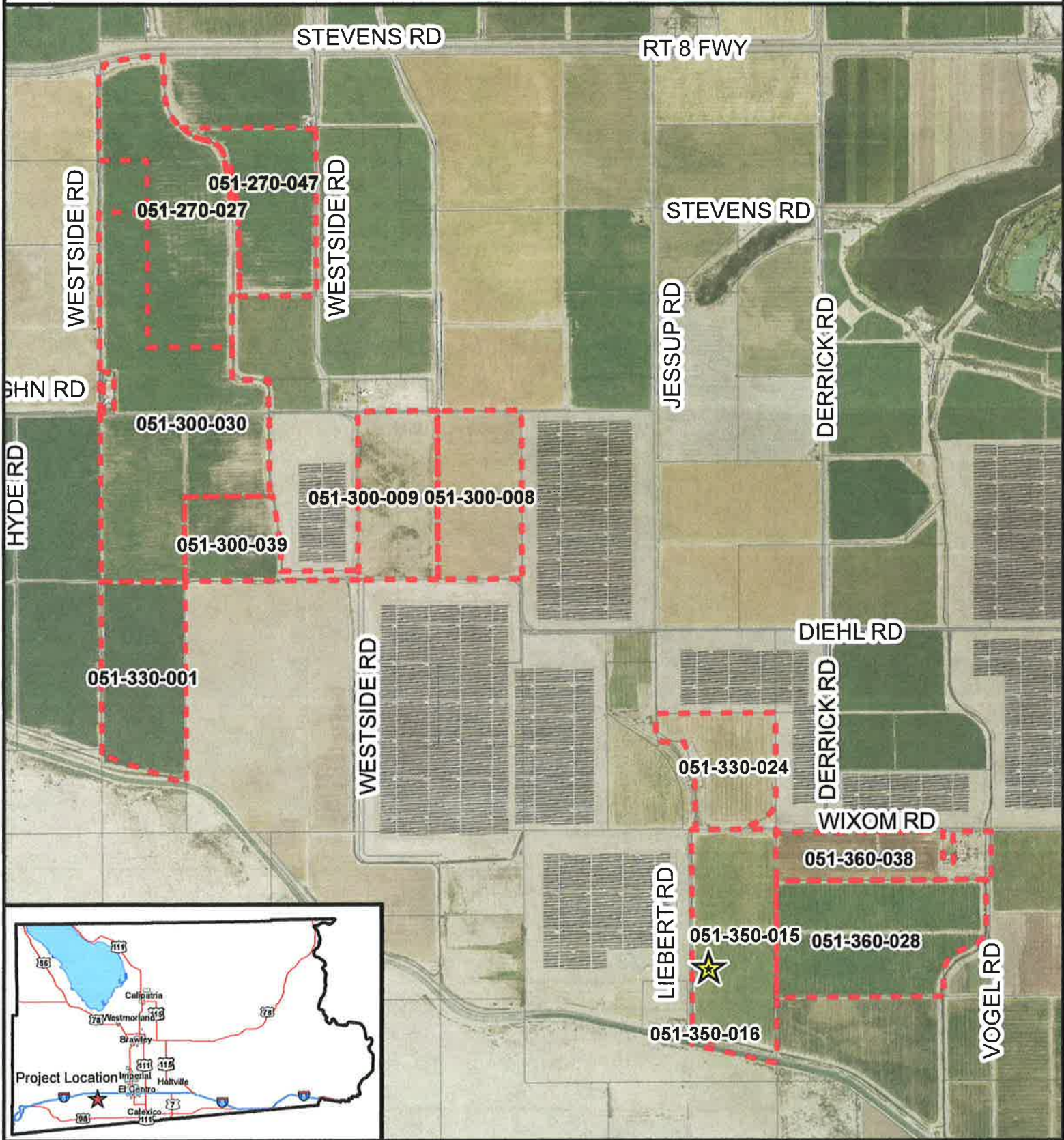
Attachments:

- Attachment A Location Maps
- Attachment B: Site Plan
- Attachment C: Addendum to the FEIR for the Laurel Cluster Solar Farms 3 and 4 Battery Energy Storage System Project with Resolution
- Attachment D: Development Agreement, with Resolution
- Attachment E: CUP #17-0027 & 0030

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ATTACHMENT A
LOCATION MAP

PROJECT LOCATION MAP



LAUREL CLUSTER SOLAR FARM
 051-270-027, 051-270-047, 051-300-008,
 051-300-009, 051-300-030, 051-300-039,
 051-330-001, 051-350-015, 051-330-016,
 051-330-024, 051-360-028, 051-360-038





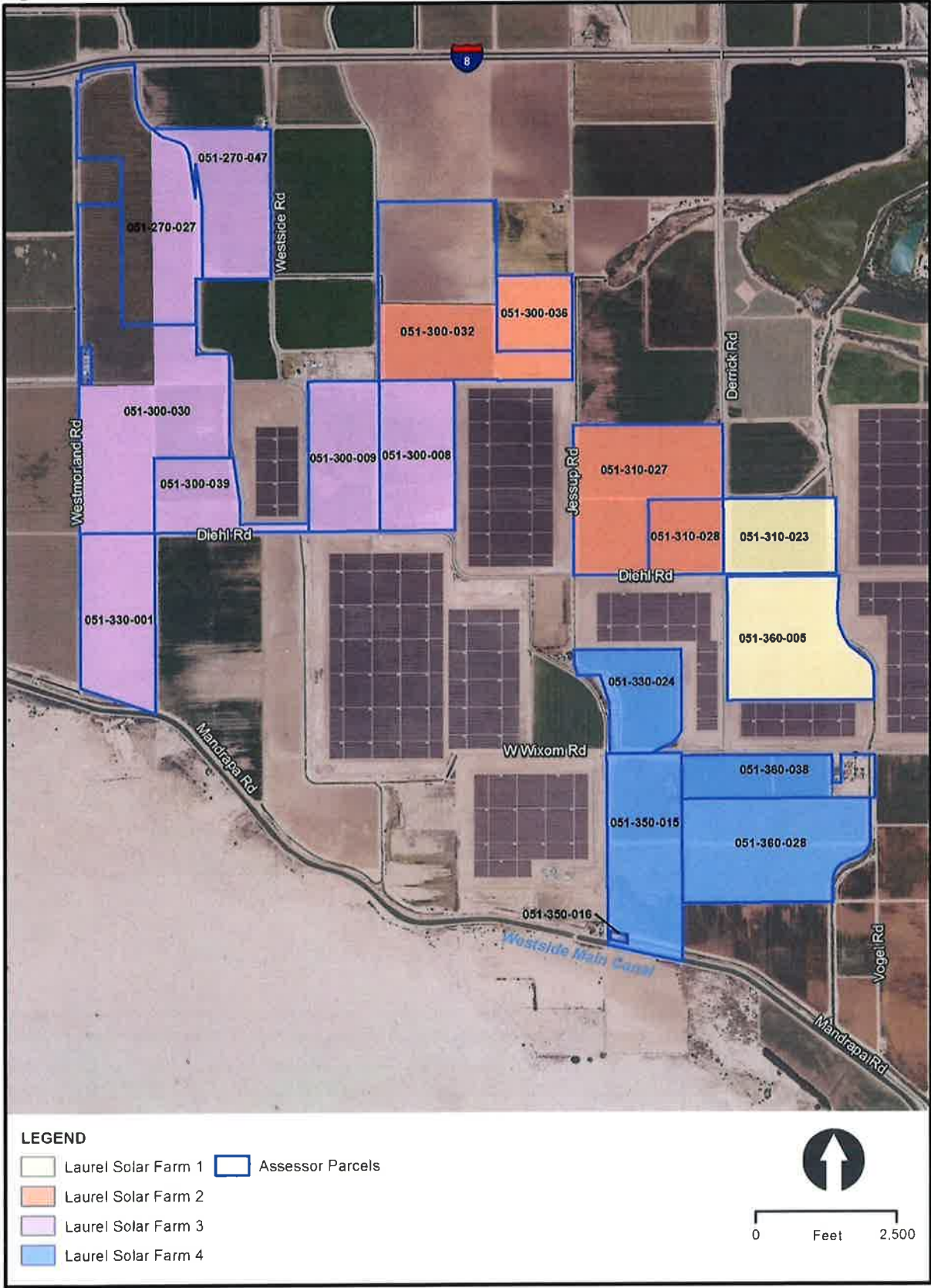
-  Project Location
-  Roads
-  Parcels
-  Battery Storage

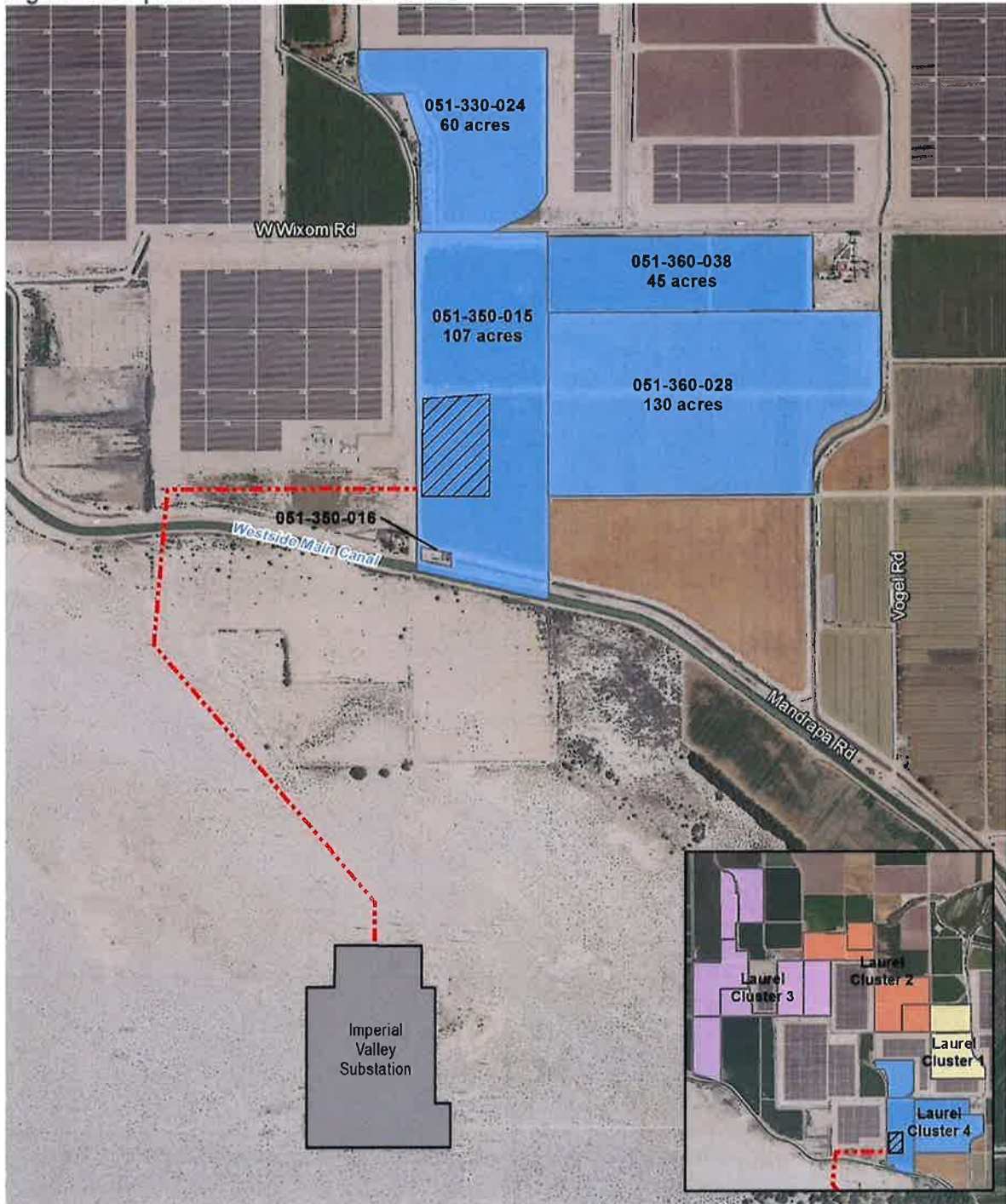


Figure 1. Previously Approved Laurel Cluster Solar Farms Project



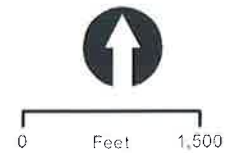
ATTACHMENT B
SITE PLAN

Figure 2. Proposed CUP Modification Area



LEGEND

-  Gen-Tie
-  Proposed Battery Energy Storage System (BESS Project)
-  Laurel Cluster Solar Farm 4 Project
-  Imperial Valley Substation



ATTACHMENT C
ADDENDUM TO THE EIR FOR THE LAUREL CLUSTER
SOLAR FARMS 3 AND 4 PROJECTS AND INITIAL
STUDY #22-0047

RESOLUTION NO. _

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, RECOMMENDING THE IMPERIAL COUNTY BOARD OF SUPERVISORS ADOPT THE ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE LAUREL CLUSTER SOLAR FARM PROJECT.

WHEREAS, 92JT 8ME, LLC have filed a request for an Addendum to the Final Environmental Impact Report for the Laurel Cluster Solar Farms 3 and 4 Projects; and,

WHEREAS, on January 15, 2019, the Imperial County Board of Supervisors certified a Final Environmental Impact Report (SCH #2017121078) and adopted a Statement of Findings, and a Mitigation Monitoring and Reporting Plan, and based thereon approved four (4) Laurel Cluster Solar Farm Conditional Use Permits; and,

WHEREAS, the Planning Commission of the County of Imperial has been delegated with the responsibility of making recommendations to the Imperial County Board of Supervisors for changes to General Plan including the Land Use Element; and

WHEREAS, public notice of said application has been given, and the Planning Commission has considered evidence presented by the Imperial County Planning & Development Services Department and other interested parties at a public hearing held with respect to this item on December 14, 2022;

NOW THEREFORE, the Planning Commission of the County of Imperial **DOES HEREBY RESOLVE** as follows:

SECTION 1. The Planning Commission has considered the proposed Addendum prior to making a decision to recommend that the Board of Supervisors adopt the proposed Addendum. The Planning Commission finds and determines that the Project will not result in any new or additional significant adverse impacts. An addendum is the proper and appropriate environmental document for the Project in accordance with the provision of California Environmental Quality Act (CEQA).

The Project will not result in substantial changes that would lead to the identification of a new or previously unidentified significant environmental effect that would require revision of the Final Environmental Impact Report for the Laurel Cluster Solar Farm Project.

No new information of substantial importance which was not known, and could not have been known with the exercise of reasonable diligence at the time the Environmental Impact Report for the Laurel Cluster Solar Farm Project was certified, has been discovered which would require revision of the previously certified Environmental Impact Report.

**PLANNING COMMISSION RESOLUTION FOR
Addendum for the Laurel Cluster Solar Farms 3 and 4 Projects
Page 2 of 2**

NOW, THEREFORE, based on the above, the Planning Commission of Imperial County **DOES HEREBY RECOMMEND** that the Board of Supervisors adopt the Addendum for the Laurel Cluster Solar Farms 3 and 4 Project.

Rudy Schaffner, Chairperson
Imperial County Planning Commission

I hereby certify that the preceding resolution was taken by the Planning Commission at a meeting conducted on December 14, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Jim Minnick, Director of Planning and Development Services
Secretary to the Planning Commission

**Addendum to the Environmental Impact Report
for the Laurel Cluster Solar Farms Project
Imperial County, California
SCH No. 2017121078**

***Laurel Cluster Solar Farm 3 and 4 Battery Energy Storage System Project
Imperial County Development Agreement Concerning Laurel Cluster Solar Farm
3 and 4 Project CUP #17-0030 and CUP#17-0027
(CUP#17-0030 and CUP #17-0027)***



Prepared By:

HDR
591 Camino de la Reina, Suite 300
San Diego, CA 92108

Reviewed by:

COUNTY OF IMPERIAL
Planning & Development Services Department
801 Main Street
El Centro, CA 92243
(442) 265-1750
www.icpds.com

November 2022

BACKGROUND

On January 15, 2019, the Imperial County Board of Supervisors certified the Final Environmental Impact Report (Final EIR) and adopted four Conditional Use Permits (CUPs) for the Laurel Cluster Solar Farms Project. The Laurel Cluster Solar Farms Project consisted of four photovoltaic (PV) solar farm facilities, including battery energy storage (BESS), substation(s)/switchyard(s), on- and off-site gen-tie lines, and other associated infrastructure, which would collectively generate up to 325 megawatts on approximately 1,380 acres of land.

92JT 8me LLC and 90FI 8me LLC applied for individual CUPs for each of the proposed locations: Laurel Cluster Solar Farm 1 (CUP 17-0028), Laurel Cluster Solar Farm 2 (CUP 17-0029), Laurel Cluster Solar Farm 3 (CUP 17-0030), and Laurel Cluster Solar Farm 4 (CUP 17-0027). Table 1 provides the acreage and proposed MW output of each of the projects.

Table 1. Previously Approved Laurel Cluster Solar Farms Acreage and Proposed Megawatt Output

Project	CUP	Acreage	Proposed MW
Laurel Cluster Solar Farm 1	17-0028	171	40
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Laurel Cluster Solar Farm 3	17-0030	587	140
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Total	--	1,380	325

The Board-certified Laurel Cluster Solar Farms Project Final EIR (State Clearinghouse No. 2017121078) determined that all significant impacts could be reduced to a level less than significant with the incorporation of mitigation measures. The potentially significant effects that were mitigated consisted of the following: Aesthetics (specifically related to light and glare), Agriculture Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Hydrology/Water Quality. **Error! Reference source not found.** illustrates the area approved for solar development in 2019 and differentiates between the four individual CUPs.

As analyzed in the previously-certified Final EIR, "Each project would include a ground mounted photovoltaic solar power generating system, supporting structures, inverter modules, pad mounted transformers, energy storage system, access road and fencing, an O&M building, and an on-site substation." Additionally, pursuant to the proposed project as analyzed in the Final EIR (Section 3 Project Description) indicates that, "The projects may share O&M buildings, energy storage system, substation, and/or transmission facilities as necessary with one another and/or with nearby solar projects ..." Final EIR Section 3.3.7 Energy Storage System specifically identifies the battery energy storage component of the previously approved Laurel Cluster Solar Farms Project as follows:

"As identified on each of the site plans, the projects may include an energy storage system. These are proposed to be located at or near one or more substations, depending on whether they are constructed on the specific project site or shared with an adjacent project (e.g., LSF1 and LSF2 share a substation and/or energy storage system). The energy storage system could also be located at the inverter stations. While co-located the energy storage system with either a substation or inverter station, there is a possibility that the energy storage system would be located in a different portion of the site.

The energy storage modules, which may include commercially available flow batteries, typically consist of independent system operator (ISO) standard containers (approximately 40 feet long by 8 feet wide by 8 feet high) housed in pad- or post-mounted, stackable metal structures but may also be housed in a dedicated building in compliance with applicable regulations. The maximum height of a dedicated structure or the energy storage system itself is not expected to exceed 25 feet. Figure 3-13 provides representative examples of a typical energy storage system. The actual dimensions and number of energy storage modules and structures vary depending on the application, supplier, and configuration chosen, as well as on off-taker/power purchase agreement (PPA) requirements and local building standards. The projects may share an energy storage system with one another and/or nearby solar projects." (Final EIR page 3-20).

Further, pursuant to Conditional Use Permits #17-0030 and #17-0027 for the Laurel Cluster Solar Farms 3 and 4, respectively (January 2019), Condition of Approval "Site Specific Conditions: S-1 Authorized Scope of Activities" states:

(H) "The storage component for the entire Project (all four (4) CUPs) is likely to be shared by all four CUP's... The storage component may be centralized and located adjacent to the substation or switchgear or, alternatively, the energy storage component may be distributed throughout the facility adjacent to individual power conversion centers. The storage component would be housed in a warehouse type building or in smaller modular structures such as cargo shipping containers."

PROJECT DESCRIPTION - PROPOSED DEVELOPMENT AGREEMENT/CUP #17-0030 and CUP #17-0027 MODIFICATION

The currently proposed project involves the approval of a Development Agreement, which would allow for a modification to CUP#17-0030 for the Laurel Cluster Solar Farm 3 and CUP #17-0027 for the Laurel Cluster Solar Farm 4. The specific modifications would be subject to the stipulations of the "Imperial County Development Agreement Concerning Laurel Cluster Solar Farm 3 and 4 (Big Rock 1)."

The previously-approved Laurel Cluster Solar Farm 3 Project is located on APNs 051-270-027-000, 051-270-047-000, 051-300-008-000, 051-300-009-000, 051-300-030-000, 051-300-039-000, and 051-330-001-000, totaling 587 acres.

The previously-approved Laurel Cluster Solar Farm 4 Project is located on APNs 051-330-024, 051-360-038, 051-350-015, 051-350-016, and 051-360-028 (**Error! Reference source not found.**), which are privately-owned parcels comprising 342 acres of land. The currently proposed Laurel Cluster Solar Farm 4 Battery Energy Storage System Project (BESS) site (subject to the Development Agreement) is located on the 107-acre parcel, APN 051-350-015, within the previously-approved Laurel Cluster Solar Farm 4 Project site (**Error! Reference source not found.**).

The applicant is requesting to modify the originally approved CUP #17-0030 and CUP #17-0027 to add a battery storage system to the site. The original CUP #17-0030 (Laurel Cluster 3) was approved for 140 MW photovoltaic solar project, including battery storage. CUP #17-0027 (Laurel Cluster 4) was approved for a 75-MW photovoltaic solar project, including battery storage; however, approval of the Development Agreement would require a revised site plan for Laurel Cluster Solar Farm 4 to accommodate a more expansive battery storage system and substation, as well as supporting infrastructure.

Under the existing zoning for the site (A-3 Heavy Agriculture and A-2-R General Agriculture-Rural): Pursuant to Title 9, Division 5, Chapter 9, "Solar Energy Plants" and "Transmission lines, including supporting towers, poles microwave towers, utility substations" are uses that are permitted in the A-3 Zone, subject to approval of a CUP. BESS systems are allowed as an ancillary component to the solar generating facility. However, the Development Agreement includes one Zone Change (ZC #17-0002) to change the zone of the property from A-2-R (General Agriculture-Rural) and A-3 (Heavy Agriculture) to A-2-R-RE (General Agriculture-Rural with Renewable Energy Overlay and A-3-RE (Heavy Agriculture with Renewable Energy Overlay) and a General Plan Amendment (GPA #17-0003) to create an Island Overlay for the project site. The Development Agreement would allow for the development of a Photovoltaic Solar Electrical Generation Facility and a BESS within the Laurel Cluster Solar Farm 3 and 4 under CUP #17-0030, Resolution 2019-19 and CUP #17-0027, Resolution 2019-16.

As shown in **Error! Reference source not found.**, under the Development Agreement, the applicant is proposing the following modifications to the previously-approved CUP and within the previously-approved 107-acre parcel. The proposed battery storage system would not result in changes to the size or intensity of disturbance to the previously-approved project footprint as analyzed in the Final EIR):

- Construct and operate a 250-MW battery storage system (BESS facilities) on an area totaling approximately 20 acres; and

- Connect associated infrastructure (primarily an on-site substation(s)/switchyard(s)) to the electrical grid via an existing transmission line on an area totaling approximately 30 acres.

The total combined acreage of the BESS facilities and associated infrastructure within APN 051-350-015 is a 50-acre area within the current footprint of the previously-approved CUP site subject to the Development Agreement.

Additionally, the balance of acres remaining on APN 051-350-015 would be available for up to 125 MW of PV facilities. The applicant intends to allow any remainder of the parcel 051-350-015 to be farmed or remain in cultivation. However, if continued cultivation of the remainder of the parcel cannot be secured, the applicant would manage the fallowed lands in accordance with conditions of approval outlined in CUP #17-0030 and #17-0027, as applicable.

The proposed development agreement also stipulates the following, which is consistent with the previously approved project:

- **PERMITTED USES.** The permitted uses of the Property are those uses authorized and described in the CUP, including photovoltaic (PV), BESS, and associated infrastructure as described in the FEIR, and those uses allowed by right and conditionally and/or by zone change.
- **DENSITY/INTENSITY OF USE.** The permitted density and intensity of the use shall not exceed the density and intensity of the uses authorized and described in the CUP, these uses described in the FEIR, or those uses allowed by right and conditionally within existing zones and/or zone change.
- **HEIGHT AND SIZE.** The permitted height and size of proposed structures shall be the limits allowed by the existing zone and or variance(s), and those uses allowed by right and conditionally and/or by zone change.

Figure 1. Previously Approved Laurel Cluster Solar Farms Project

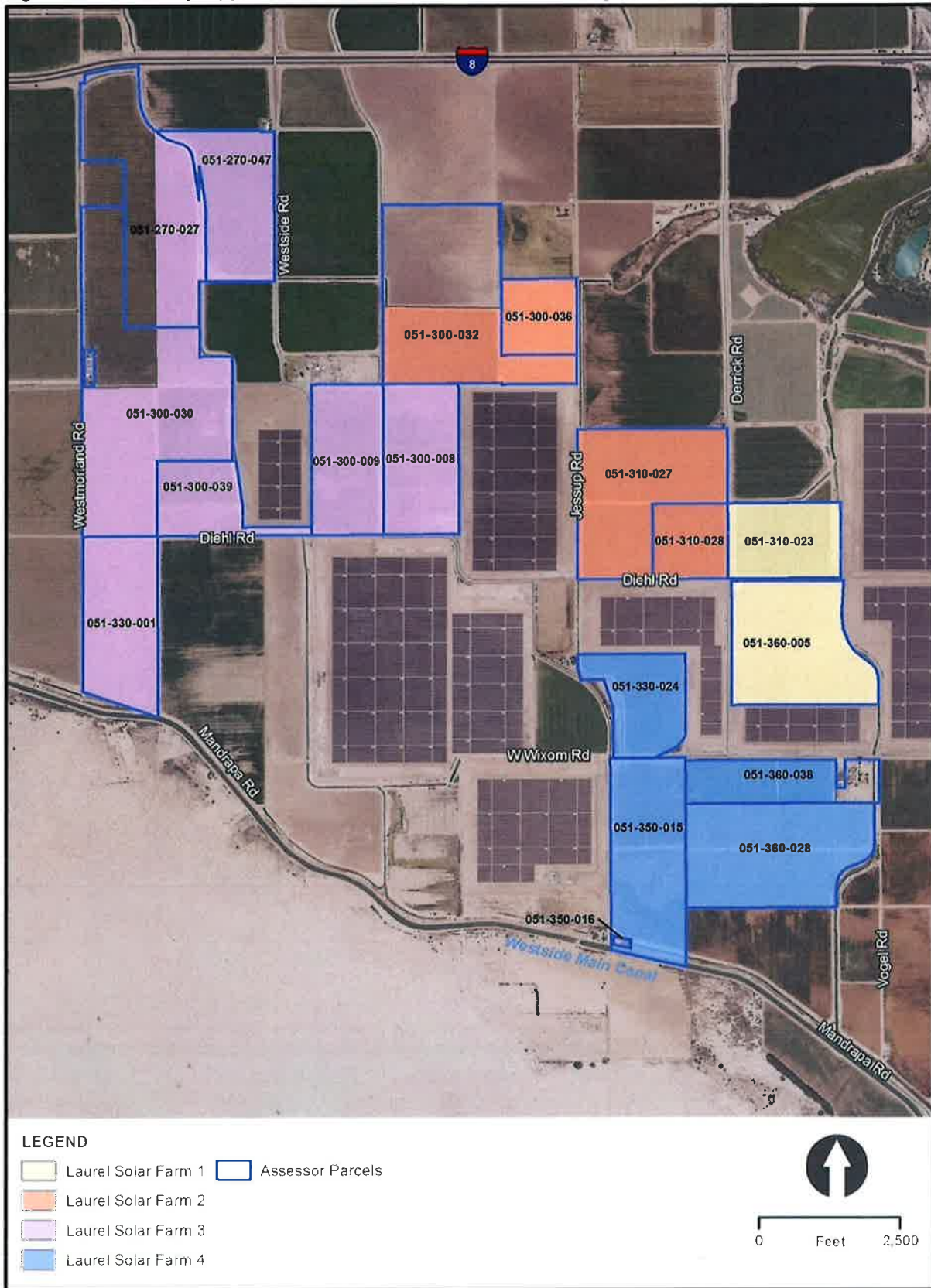
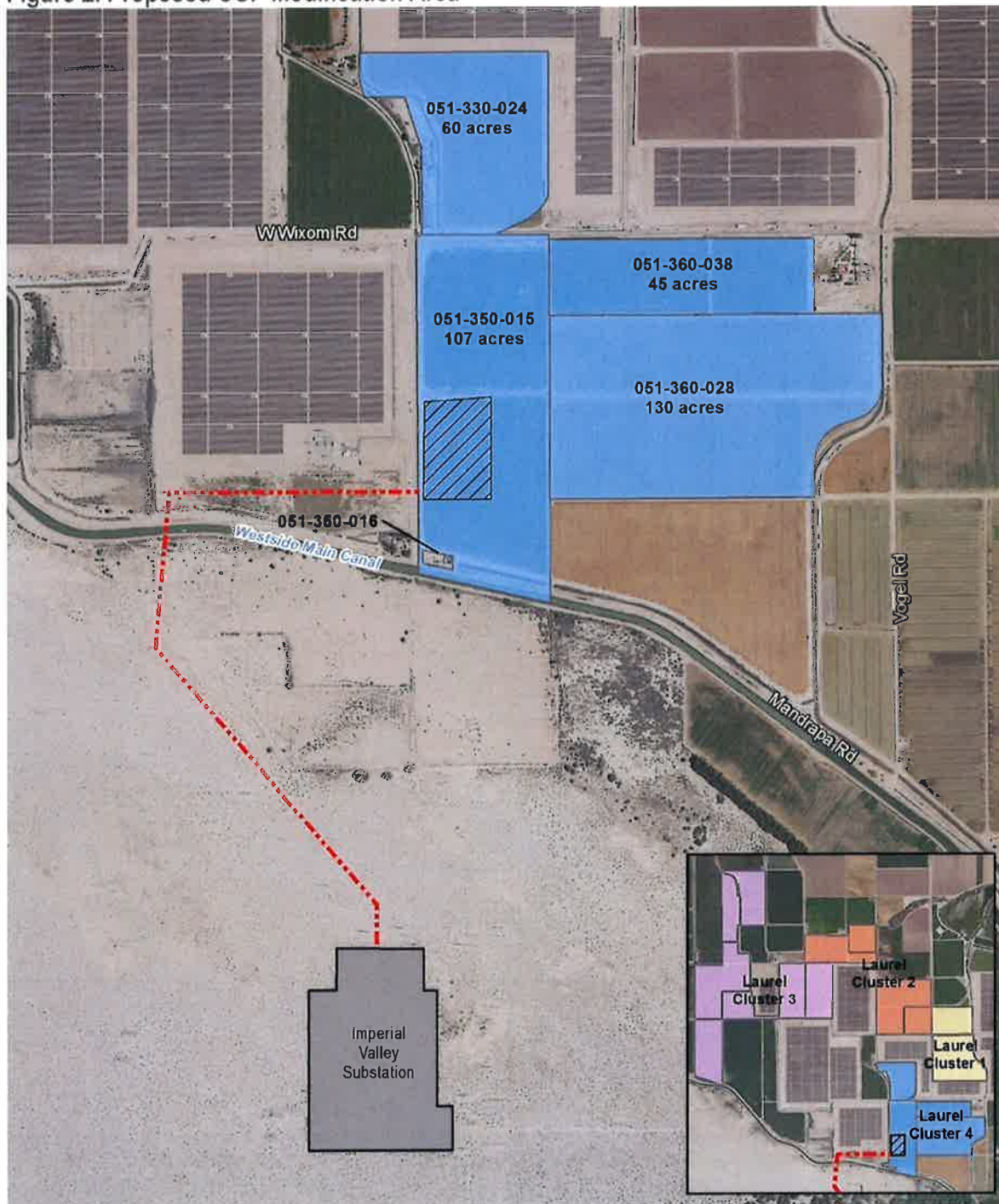






Figure 2. Proposed CUP Modification Area



LEGEND

-  Gen-Tie
-  Proposed Battery Energy Storage System (BESS) Project
-  Laurel Cluster Solar Farm 4 Project
-  Imperial Valley Substation



ANALYSIS

CEQA Guidelines Sections 15162 through 15164 set forth the criteria for determining the appropriate additional environmental documentation, if any, to be completed when there is a previously-approved Negative Declaration or a previously certified EIR for the project. CEQA Guidelines, Sections 15162(a) and 15163, state that when a Negative Declaration has been adopted or an EIR certified for a project, no Subsequent or Supplemental EIR or Subsequent Negative Declaration shall be prepared for that project unless the lead agency determines that none of the conditions described in Section 15162 requiring the preparation of a subsequent Negative Declaration or EIR have occurred. The CEQA Guidelines require that a brief explanation be provided to support the findings that no subsequent EIR or Negative Declaration is needed for further discretionary approval. These findings are described below. The analysis in support of these findings is provided on the following pages.

1. *Required Finding: Substantial changes are not proposed for the project that will require major revisions of the previous EIR due to the involvement of new, significant environmental effects or a substantial increase in the severity of previously identified effects.*

Substantial changes from the originally approved CUP/Laurel Cluster Solar Farm project are not proposed in order to construct and operate the BESS Project in accordance with the proposed Development Agreement. No revisions to the Laurel Cluster Solar Farms Project Final EIR would be required. The previously-certified Final EIR analyzed the direct and physical changes to the environment that would result from the construction and operation of a solar energy facility specifically on the Laurel Cluster Solar Farm 4 development area, including the provision of BESS systems to support the project. As discussed previously, the Final EIR contemplated that the final configuration and locations of BESS systems may change depending on several factors. The proposed BESS Project would not expand or increase the development footprint as previously evaluated, nor would the fundamental characteristics of the project change from that previously analyzed in the certified Final EIR. The project applicant is requesting approval of a CUP for the construction and operation of a battery energy storage system specifically within 50 acres of the previously-approved 342-acre Laurel Cluster Solar Farm 4 Project area specially on APN 051-350-015 (a 107-acre parcel).

The BESS Project site is currently zoned A-2-R (General Agriculture-Rural) and A-3 (Heavy Agriculture). Pursuant to Title 9, Division 5, Chapter 9, the following uses are permitted in the A-3 zone subject to approval of a CUP from Imperial County: solar energy electrical generator, electrical power generating plant, major facilities relating to the generation and transmission of electrical energy, and resource extraction and energy development. In addition, Title 9, Division 5, Chapter 8 states uses permitted with a CUP in the A-2-R zone includes major facilities relating to the generation and transmission of electrical energy. Therefore, with approval of the CUP, the proposed BESS Project would be consistent with the A-3 and A-2-R zoning designation.

Additionally, with ZC #17-0002 and GPA #17-0003, the property would change to A-2-R-RE and A-3-RE to be within the Renewable Energy Overlay and create an Island Overlay for the project site. Further, the Laurel Cluster Solar Farm CUP (and as analyzed in the Final EIR) contemplated that "The storage component for the entire Project (all four (4) CUPs) is likely to be shared by all four CUP's... The storage component may be centralized and located adjacent to the substation or switchgear or, alternatively, the energy storage component may be distributed throughout the facility adjacent to individual power conversion centers. The storage component would be housed in a warehouse type building or in smaller modular structures such as cargo shipping containers." There would be no other changes to the previously approved project.

Therefore, no proposed changes or revisions to the Laurel Cluster Solar Farms Project Final EIR are required. In addition, all previously adopted mitigation measures presented in the Laurel Cluster Solar Farms Project Final EIR are incorporated herein by reference.

2. *Required Finding: Substantial changes have not occurred with respect to the circumstances under which the project is undertaken, that would require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.*

Updates to the State CEQA Guidelines

Since certification of the Laurel Cluster Solar Farms Project Final EIR in January 2019, the Office of Planning and Research updated portions of Appendix G of the State CEQA Guidelines as follows:

- Addition of a new impact category – “Energy”
- Addition of a new impact category – “Tribal Cultural Resources”
- Addition of a new impact category – “Wildfire”
- Addition of a new threshold under the Transportation category to analyze vehicle miles traveled:
 - Would the project conflict or be inconsistent with the CEQA Guidelines section 15064.3, subdivision (b)?

Energy. Energy was not previously analyzed as a separate individual topic in the Laurel Cluster Solar Farms Final EIR. However, the Final EIR addressed impacts related to energy within the greenhouse gas emissions analysis (Section 4.7 Greenhouse Gas Emissions of the Final EIR), utilities/service systems analysis (Section 4.14 Utilities/Service Systems of the Final EIR), and Chapter 5, Analysis of Long-Term Effects of the Final EIR. As described in the Initial Study, the proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to energy. Implementation of the BESS would provide an energy storage facility that would accommodate power generated by solar energy generators in the general vicinity and allow for the release of the stored energy into the power grid in an efficient manner.

Tribal Cultural Resources. As part of the Laurel Cluster Solar Farms Project Final EIR, the County conducted the appropriate outreach to Native American Tribes pursuant to AB 52. AB 52 requires that lead agencies, upon request of a California Native American tribe, begin consultation prior to the release of a negative declaration, mitigated negative declaration, or EIR for a project. Responses were not received from any Native American tribes that were notified of the projects.

As this CEQA document is an Addendum, the AB 52 requirements are not applicable. The proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to tribal cultural resources.

Wildfire. At the time of the prior environmental analysis, Wildfire, was not a specific topic analyzed because the CEQA criteria and thresholds related to analyzing Wildfire did not exist at the time the Final EIR was prepared. However, impacts related to Wildfire were addressed in Section 4.8, Hazards and Hazardous Materials, of the Final EIR. As described in the Initial Study, the proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to Wildfire.

Vehicle Miles Traveled. At the time of the prior environmental analysis, Vehicle Miles Traveled (VMT), was not a specific topic analyzed because the CEQA criteria and threshold related to analyzing VMT did not exist at the time the Final EIR was prepared. As described in the Initial Study, the proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to VMT.

Summary of Impacts from Initial Study

An Initial Study was prepared to analyze the potential impacts of the BESS Project. The following is a summary of the potential impacts.

Aesthetics

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located specifically within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint and, while implementation of the proposed battery storage system may result in minor alterations in the views from surrounding lands and roadways, it would not substantially alter the visual character and quality of the area when considered in the context of the associated PV infrastructure previously analyzed in the Final EIR and the existing solar facilities immediately west of the project site. Therefore, the proposed BESS Project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings as discussed in the Final EIR. Further, there are no scenic vistas or scenic roadways located in proximity to the BESS Project site and the conclusions and mitigation measure (Mitigation Measure VQ-1), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

Agriculture Resources

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measures (Mitigation Measures AG-1a and AG-1b), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project. As previously mentioned, the applicant intends to allow any remainder of the APN 051-350-015 to be farmed or remain in cultivation. However, if continued cultivation of the remainder of the parcel cannot be secured, the applicant would manage the fallowed lands in accordance with conditions of approval outlined in CUP #17-0027 and #17-0030, as applicable. Therefore, with approval of the Development Agreement and corresponding CUP modification, the proposed BESS Project would result in no new or significant changes to the impacts to agricultural resources as discussed in the Final EIR.

Air Quality

The potential air quality impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measures (Mitigation Measures AQ-1 through AQ-5), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project. Therefore, with approval of the Development Agreement and corresponding CUP modifications, the proposed BESS Project would result in no new or significant changes to the impacts to air quality as discussed in the Final EIR.

Biological Resources

The potential biological resource impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measures (Mitigation Measures BIO-1 through BIO-6), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project. Therefore, with approval of the Development

Agreement and corresponding CUP modifications, the proposed BESS Project would result in no new or significant changes to the impacts to biological resources as discussed in the Final EIR.

Cultural Resources

The potential cultural resource impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measures (Mitigation Measures CR-1 through CR-8), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project. Therefore, with approval of the Development Agreement and corresponding CUP modification, the proposed BESS Project would result in no new or significant changes to the impacts to cultural resources as discussed in the Final EIR.

Energy

Energy was not previously analyzed as a separate individual topic in the Laurel Cluster Solar Farms Final EIR. However, the Final EIR addressed impacts related to energy within the greenhouse gas emissions analysis (Section 4.7 Greenhouse Gas Emissions of the Final EIR), utilities/service systems analysis (Section 4.14 Utilities/Service Systems of the Final EIR), and Chapter 5, Analysis of Long-Term Effects of the Final EIR. Since the State CEQA Guidelines has been revised by the Office of Planning and Research to include separate criteria and thresholds, this Addendum includes Energy as a separate topic.

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. Therefore, energy use would be similar as analyzed in the Final EIR for the Laurel Cluster Solar Farm 4 Project. In addition, the proposed BESS Project would provide storage for the Laurel Cluster Solar Farms Project and other solar projects in the general vicinity. These renewable energy projects would displace electricity generated by fossil fuel combustion and provide low-GHG electricity to customers. Implementation of the BESS would provide an energy storage facility that would accommodate power generated by solar energy generators in the general vicinity and allow for the release of the stored energy into the power grid in an efficient manner; therefore, Energy impacts would be less than significant.

Geology and Soils

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any geology and soils and paleontological resources impacts as discussed in the Final EIR. Further, the conclusions and mitigation measures (Mitigation Measures GEO-1 through GEO-3, HYD-1, and CR-7), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

Greenhouse Gas Emissions

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint.

The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any greenhouse gas emissions impacts as discussed in the Final EIR. The BESS would support the efficient operation and transmission of renewable energy to the electricity grid.

Hazards and Hazardous Materials

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. Specifically, protection for the battery storage system would be provided as part of the BESS Project design by housing the battery units in enclosed structures to provide containment should a fire break out. Any potential fire risk that the traditional lithium-ion cells have will most likely be caused by over-charging or through short circuit due to age. This risk will be mitigated through monitoring and a fire suppression system that includes water and or a suppression agent (eg FM-200, Novatech) with smoke detectors, control panel, alarm, piping and nozzles. The fire protection system will be designed by a certified fire protection engineer and installed by a fire protection system contractor licensed in California and in accordance with all relevant building and fire codes in effect in the County at the time of building permit submission. Fire protection systems for battery systems would be designed in accordance with California Fire Code and would take into consideration the recommendations of the National Fire Protection Association (NFPA) 855.

The fire protection plan is anticipated to include a combination of prevention, suppression, and isolation methods and materials. The general approach to fire mitigation at the project site would be prevention of an incident, followed by attempts to isolate and control the incident to the immediately affected equipment, then to suppress any fire with a clean agent so as to reduce damage to uninvolved equipment. Fire suppression agents such as Novec 1230 or FM 2000, or water may be used as a suppressant. In addition, fire prevention methods would be implemented to reduce potential fire risk, including voltage, current, and temperature alarms. Energy storage equipment would comply with Underwriters Laboratory (UL)-95401 and test methods associated with UL-9540A. For lithium-ion batteries storage, a system would be used that would contain the fire event and encourage suppression through cooling, isolation, and containment. Suppressing a lithium-ion battery is best accomplished by cooling the burning material. A gaseous fire suppressant agent (e.g., 3M™ Novec™ 1230 Fire Protection Fluid or similar) and an automatic fire extinguishing system with sound and light alarms would be used for lithium-ion batteries.

To mitigate potential hazards, redundant separate methods of failure detection would be implemented. These would include alarms from the BMS, including voltage, current, and temperature alarms. Detection methods for off gas detection would be implemented, as applicable. These are in addition to other potential protective measures such as ventilation, overcurrent protection, battery controls maintaining batteries within designated parameters, temperature and humidity controls, smoke detection, and maintenance in accordance with manufacturer guidelines. Remote alarms would be installed for operations personnel as well as emergency response teams in addition to exterior hazard lighting. In addition, an Incidence Response Plan would be implemented. In this context, impacts would be considered less than significant for this impact area as discussed in the Final EIR.

The proposed Development Agreement includes provisions for fire safety, as discussed in further detail under Section 9.3, Office of Emergency Services Obligations. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any hazards and hazardous materials impacts as discussed in the Final EIR.

Hydrology and Water Quality

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any hydrology and water quality impacts as discussed in the Final EIR. Further, the conclusions and mitigation measures (Mitigation Measures HYD-1 through HYD-3), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

Land Use and Planning

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any land use and planning impacts as discussed in the Final EIR. The proposed Development Agreement indicates that proposed uses would be consistent with conditionally-permitted uses within the A-3 zone. Specifically, Development Agreement Section 5.2 Permitted Uses specifies that, "The permitted uses of the Property are those uses authorized and described in the CUP, including photovoltaic (PV), BESS, and associated infrastructure as described in the FEIR, and those uses allowed by right and conditionally and/or by zone change."

Mineral Resources

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any mineral resources impacts as discussed in the Final EIR.

Noise

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any noise impacts as discussed in the Final EIR.

Population and Housing

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any population and housing impacts as discussed in the Final EIR.

Public Services

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. Section 9.3 Office of Emergency Services Obligations of the proposed Development Agreement considers potential hazards to County Office of Emergency Services ("Fire/OES") employees associated with responding to fires originating at utility-scale energy sites such as the proposed project. This section of the proposed Development Agreement includes the provision by the applicant of the purchase of fire suppression equipment (i.e., All-Terrain Vehicle or Fire Truck), payment of a lump-sum fee to address Imperial County Fire/OE expenses for service calls and/or training within the project's utility/transmission area, provision of adequate water supply and flow as determine by Appendix B of the 2019 California Fire Code, fire suppression system(s), provision of fire access roads and gates installed and maintained in accordance with the current adapted fire code, and handling, storage, and disposal of hazardous materials in compliance with local, state, and federal regulations. Further, Section 9.4, Imperial County Sheriff's Office Obligations of the proposed Development Agreement includes provisions for payment of development fees to offset additional police service needs for the proposed project. Therefore, the addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any public services impacts as discussed in the Final EIR.

Recreation

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any recreation impacts as discussed in the Final EIR.

Transportation/Traffic

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction (including maximum workforce estimates and corresponding worker vehicle trips, as well as construction vehicle trips), and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any transportation/traffic impacts as discussed in the Final EIR.

Tribal Cultural Resources

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any tribal cultural resources impacts as discussed in the Final EIR.

As this CEQA document is an Addendum, the AB 52 requirements are not applicable. The proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to tribal cultural resources.

Utilities and Service Systems

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any utilities and service systems impacts as discussed in the Final EIR. Further, as discussed under Public Services, Section 9.3 Office of Emergency Services Obligations of the proposed Development Agreement considers potential hazards to County Office of Emergency Services ("Fire/OES") employees associated with responding to fires originating at utility-scale energy sites such as the proposed project, and includes the requirements for fire protection service and systems for the project to maintain adequate levels of service.

Wildfire

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. According to the Fire Hazard Severity Zones in State and local Responsibility Areas map for Imperial County prepared by the California Department of Forestry and Fire Protection, the BESS Project site is not located within a fire hazard severity zone (Office of the State Fire Marshall 2022). Additionally, the proposed BESS Project would be designed to incorporate fire safety features including portable fire extinguishers on buildings and inverters, electric pumps for pressurized fire water and use of nonflammable material where applicable. On-site water storage is also required for fire protection. Additional provisions for fire suppression are stipulated in the proposed Development Agreement, and summarized under Public Services above.

Conclusion

Based on the considerations above, no new significant environmental effects or a substantial increase in the severity of previously identified significant effects would occur with implementation of the proposed BESS Project. Therefore, no proposed changes or revisions to the Final EIR are required. In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference.

3. *Required Finding: No new information has been provided that would indicate that the proposed project would result in one or more significant effects not discussed in the previous EIR.*

There is nothing in the proposed project that would suggest that its adoption and implementation would result in any new significant environmental effects not previously discussed in the certified Laurel Cluster Solar Farms Project Final EIR. Therefore, no proposed changes or revisions to the EIR are required. In addition, all previously adopted mitigation measures presented in the Laurel Cluster Solar Farms Project Final EIR are incorporated herein by reference and part of the CUP #17-0027 and CUP #17-0030 modifications for Laurel Cluster Solar Farm 3 and 4 project.

CONCLUSION

Based on the findings and information contained in the previously-certified Laurel Cluster Solar Farms Project Final EIR, the analysis above and contained within the Initial Study, the CEQA statute and State CEQA Guidelines, including

Sections 15164 and 15162, the proposed Development Agreement, which would allow for the implementation of the BESS Project will not result in any new, increased, or substantially different impacts, other than those previously considered and addressed in the Laurel Cluster Solar Farms Project Final EIR. No changes or additions to the Laurel Cluster Solar Farms Project Final EIR analyses are necessary, nor is there a need for any additional mitigation measures. Therefore, pursuant to State CEQA Guidelines, Section 15164, the Imperial County Board of Supervisors will adopt CEQA Guideline Sections 15162 and 15164 findings as its consideration of the CEQA compliance for the proposed *Imperial County Development Agreement Concerning Laurel Cluster Solar Farm 3 and 4 (Big Rock 1)* (CUP #17-0030 and CUP #17-0027 Modification, including proposed Zone Change described above) project.

*Initial Study & Environmental Analysis
For:*

**Laurel Cluster Solar Farm 4 Battery Energy Storage System Project (SCH No. 2017121078)
Imperial County Development Agreement Concerning Laurel Cluster Solar Farm 3 and 4 (Big Rock
1) Project CUP #17-0030 and CUP #17-0027
(CUP #17-0030 and CUP #17-0027)**



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SECTION 1 INTRODUCTION

1. PURPOSE

This document is a policy-level, project level Initial Study for evaluation of potential environmental impacts resulting from proposed actions and approvals associated with a proposed Development Agreement that that will modify the originally approved Conditional Use Permits (CUP) #17-0030 for Laurel Cluster Solar Farm 3 Project and (CUP) #17-0027 for Laurel Cluster Solar Farm 4 Project.. The original CUP's were approved for a 140-megawatt (MW) and 75-MW photovoltaic solar project and supporting uses and infrastructure, including ancillary battery storage system(s). Pursuant to the proposed Development Agreement, the applicant is proposing to construct and operate a 250-MW battery storage system (BESS) and supporting infrastructure on 50 acres within the previously-approved 342-acre footprint of the Laurel Cluster Solar Farm 4 Project site and would be shared with the solar generation associated with the Laurel Cluster Solar Farm 3 project site. The BESS would occupy an approximately 20-acre area, with supporting infrastructure occupying approximately 30 acres.

2. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REQUIREMENTS AND THE IMPERIAL COUNTY'S GUIDELINES FOR IMPLEMENTING CEQA

As defined by Section 15063 of the State California Environmental Quality Act (CEQA) Guidelines and Section 7 of the County's "CEQA Regulations Guidelines for the Implementation of CEQA, as amended", an **Initial Study** is prepared primarily to provide the Lead Agency with information to use as the basis for determining whether an Environmental Impact Report (EIR), Negative Declaration, or Mitigated Negative Declaration would be appropriate for providing the necessary environmental documentation and clearance for any proposed project.

According to Section 15065, an **EIR** is deemed appropriate for a particular proposal if the following conditions occur:

1. The proposal has the potential to substantially degrade quality of the environment.
1. The proposal has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.
1. The proposal has possible environmental effects that are individually limited but cumulatively considerable.
1. The proposal could cause direct or indirect adverse effects on human beings.

According to Section 15070(a), a **Negative Declaration** is deemed appropriate if the proposal would not result in any significant effect on the environment.

According to Section 15070(b), a **Mitigated Negative Declaration** is deemed appropriate if it is determined that though a proposal could result in a significant effect, mitigation measures are available to reduce these significant effects to insignificant levels.

This Initial Study has determined that the proposed applications will not result in any potentially significant environmental impacts that were not previously evaluated, or otherwise meet any of the conditions identified in CEQA Guidelines Section 15162. As such, pursuant to CEQA Guidelines Section 15164, an EIR Addendum to the previously certified Laurel Cluster Final EIR has been prepared.

This Initial Study is prepared in conformance with the California Environmental Quality Act of 1970, as amended (Public Resources Code, Section 21000 et. seq.); Section 15063 of the State & County of Imperial's Guidelines for Implementation of the California Environmental Quality Act of 1970, as amended (California Code of Regulations, Title 14, Chapter 3, Section 15000, et. seq.); applicable requirements of the County of Imperial; and the regulations, requirements, and procedures of any other responsible public agency or an agency with jurisdiction by law.

Pursuant to the County of Imperial Guidelines for Implementing CEQA, depending on the project scope, the County

of Imperial Board of Supervisors, Planning Commission and/or Planning Director is designated the Lead Agency, in accordance with Section 15050 of the CEQA Guidelines. The Lead Agency is the public agency which has the principal responsibility for approving the necessary environmental clearances and analyses for any project in the County.

C. INTENDED USES OF INITIAL STUDY

This Initial Study is an informational document which is intended to inform County of Imperial decision makers, other responsible or interested agencies, and the general public of potential environmental effects of the proposed applications. The environmental review process has been established to enable public agencies to evaluate environmental consequences and to examine and implement methods of eliminating or reducing any potentially adverse impacts. While CEQA requires that consideration be given to avoiding environmental damage, the Lead Agency and other responsible public agencies must balance adverse environmental effects against other public objectives, including economic and social goals.

D. CONTENTS OF INITIAL STUDY & NEGATIVE DECLARATION

This Initial Study is organized to facilitate a basic understanding of the existing setting and environmental implications of the proposed applications.

SECTION 1

I. INTRODUCTION presents an introduction to the entire report. This section discusses the environmental process, scope of environmental review, and incorporation by reference documents.

SECTION 2

II. ENVIRONMENTAL CHECKLIST FORM contains the County's Environmental Checklist Form. The checklist form presents results of the environmental evaluation for the proposed applications and those issue areas that would have either a potentially significant impact, potentially significant unless mitigation incorporated, less than significant impact or no impact.

PROJECT SUMMARY, LOCATION AND ENVIRONMENTAL SETTINGS describes the proposed project entitlements and required applications. A description of discretionary approvals and permits required for project implementation is also included. It also identifies the location of the project and a general description of the surrounding environmental settings.

ENVIRONMENTAL ANALYSIS evaluates each response provided in the environmental checklist form. Each response checked in the checklist form is discussed and supported with sufficient data and analysis as necessary. As appropriate, each response discussion describes and identifies specific impacts anticipated with project implementation.

SECTION 3

III. MANDATORY FINDINGS presents Mandatory Findings of Significance in accordance with Section 15065 of the CEQA Guidelines.

IV. PERSONS AND ORGANIZATIONS CONSULTED identifies those persons consulted and involved in preparation of this Initial Study and Negative Declaration.

V. REFERENCES lists bibliographical materials used in preparation of this document.

VI. ENVIRONMENTAL DOCUMENT – COUNTY OF IMPERIAL

VII. FINDINGS

SECTION 4

VIII. RESPONSE TO COMMENTS (IF ANY)

IX. MITIGATION MONITORING & REPORTING PROGRAM (MMRP) (IF ANY)

1. SCOPE OF ENVIRONMENTAL ANALYSIS

For evaluation of environmental impacts, each question from the Environmental Checklist Form is summarized and responses are provided according to the analysis undertaken as part of the Initial Study. Impacts and effects will be evaluated and quantified, when appropriate. To each question, there are four possible responses, including:

1. **No Impact:** A "No Impact" response is adequately supported if the impact simply does not apply to the proposed applications.
2. **Less Than Significant Impact:** The proposed applications will have the potential to impact the environment. These impacts, however, will be less than significant; no additional analysis is required.
3. **Potentially Significant Unless Mitigation Incorporated:** This applies where incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact".
4. **Potentially Significant Impact:** The proposed applications could have impacts that are considered significant. Additional analyses and possibly an EIR could be required to identify mitigation measures that could reduce these impacts to less than significant levels.

5. POLICY-LEVEL or PROJECT LEVEL ENVIRONMENTAL ANALYSIS

This Initial Study and Negative Declaration will be conducted under a policy-level, project level analysis. Regarding mitigation measures, it is not the intent of this document to "overlap" or restate conditions of approval that are commonly established for future known projects or the proposed applications. Additionally, those other standard requirements and regulations that any development must comply with, that are outside the County's jurisdiction, are also not considered mitigation measures and therefore, will not be identified in this document.

G. TIERED DOCUMENTS AND INCORPORATION BY REFERENCE

Information, findings, and conclusions contained in this document are based on incorporation by reference of tiered documentation, which are discussed in the following section.

Tiered Documents

As permitted in Section 15152(a) of the CEQA Guidelines, information and discussions from other documents can be included into this document. Tiering is defined as follows:

"Tiering refers to using the analysis of general matters contained in a broader EIR (such as the one prepared for a general plan or policy statement) with later EIRs and negative declarations on narrower projects; incorporating by reference the general discussions from the broader EIR; and concentrating the later EIR or negative declaration solely on the issues specific to the later project."

Tiering also allows this document to comply with Section 15152(b) of the CEQA Guidelines, which discourages redundant analyses, as follows:

"Agencies are encouraged to tier the environmental analyses which they prepare for separate but related projects including the general plans, zoning changes, and development projects. This approach can eliminate repetitive discussion of the same issues and focus the later EIR or negative declaration on the actual issues ripe for decision at each level of environmental review. Tiering is appropriate when the sequence of analysis is from an EIR prepared for a general plan, policy or program to an EIR or negative declaration for another plan, policy, or program of lesser scope, or to a site-specific EIR or negative declaration."

Further, Section 15152(d) of the CEQA Guidelines states:

"Where an EIR has been prepared and certified for a program, plan, policy, or ordinance consistent with the requirements of this section, any lead agency for a later project pursuant to or consistent with the program, plan, policy, or ordinance should limit the EIR or negative declaration on the later project to effects which:

(1) Were not examined as significant effects on the environment in the prior EIR; or

(2) Are susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, by the imposition of conditions, or other means."

Incorporation By Reference

Incorporation by reference is a procedure for reducing the size of EIRs/MND and is most appropriate for including long, descriptive, or technical materials that provide general background information, but do not contribute directly to the specific analysis of the project itself. This procedure is particularly useful when an EIR or Negative Declaration relies on a broadly-drafted EIR for its evaluation of cumulative impacts of related projects (*Las Virgenes Homeowners Federation v. County of Los Angeles* [1986, 177 Ca.3d 300]). If an EIR or Negative Declaration relies on information from a supporting study that is available to the public, the EIR or Negative Declaration cannot be deemed unsupported by evidence or analysis (*San Francisco Ecology Center v. City and County of San Francisco* [1975, 48 Ca.3d 584, 595]). This document incorporates by reference appropriate information from the "Final Environmental Impact Report and Environmental Assessment for the "County of Imperial General Plan EIR" prepared by Brian F. Mooney Associates in 1993 and updates.

When an EIR or Negative Declaration incorporates a document by reference, the incorporation must comply with Section 15150 of the CEQA Guidelines as follows:

1. The incorporated document must be available to the public or be a matter of public record (CEQA Guidelines Section 15150[a]). The General Plan EIR and updates are available, along with this document, at the County of Imperial Planning & Development Services Department, 801 Main Street, El Centro, CA 92243 Ph. (442) 265-1736.
2. This document must be available for inspection by the public at an office of the lead agency (CEQA Guidelines Section 15150[b]). These documents are available at the County of Imperial Planning & Development Services Department, 801 Main Street, El Centro, CA 92243 Ph. (442) 265-1736.
3. These documents must summarize the portion of the document being incorporated by reference or briefly describe information that cannot be summarized. Furthermore, these documents must describe the relationship between the incorporated information and the analysis in the tiered documents (CEQA Guidelines Section 15150[c]). As discussed above, the tiered EIRs address the entire project site and provide background and inventory information and data which apply to the project site. Incorporated information and/or data will be cited in the appropriate sections.
4. These documents must include the State identification number of the incorporated documents (CEQA Guidelines Section 15150[d]). The State Clearinghouse Number for the County of Imperial General Plan EIR is SCH #93011023.
5. The material to be incorporated in this document will include general background information (CEQA Guidelines Section 15150[f]). This has been previously discussed in this document.

II. *Environmental Checklist*

1. **Project Title:** *Imperial County Development Agreement Concerning Laurel Cluster Solar Farm 3 and 4 (Big Rock 1) Project* (CUP #17-0027 and CUP #17-0030 (CUP #17-0027 and CUP #17-0030 Modification, including Zone Change)).
2. **Lead Agency:** Imperial County Planning & Development Services Department
3. **Contact person and phone number:** Diana Robinson, Planning Division Manager (442) 265-1746
4. **Address:** 801 Main Street, El Centro CA, 92243
5. **E-mail:** Diana.Robinson@co.imperial.ca.us
6. **Project location:** The previously-approved Laurel Cluster Solar Farm 3 Project (CUP #17-0030) and Laurel Cluster Solar Farm 4 Project (CUP #17-0027) is located approximately eight miles southwest of the City of El Centro and approximately 13 miles northwest of the City of Calexico, respectively, in an unincorporated area of the County of Imperial. The Laurel Cluster Solar Farm 3 Project site encompasses 587 acres and is located north of Mandrapa Road, west of Westside Road, east of Hyde Road, and south of Interstate 8. The Laurel Cluster Solar Farm 4 Project site encompasses approximately 342 acres and is located north and adjacent to the Westside Main Canal and Mandrapa Road, west of Vogel Road, and east of Liebert Road.

The subject site of development associated with this addendum, is located within the Laurel Cluster Solar Farm 4, and is a proposed Battery Energy Storage System Project (BESS Project), encompasses approximately 50 acres within the 107-acre southeastern parcel (APN 051-350-015) of the previously approved 342-acre Laurel Cluster Solar Farm 4 Project site.
7. **Project sponsor's name and address:** 92JT 8me LLC
8. **General Plan designation:** Agriculture
9. **Zoning:** A-3 (Heavy Agriculture) and A-2-R (General Agriculture-Rural)
10. **Description of project:** See Project Summary for detailed project description.
11. **Surrounding land uses and setting:** The project site is located on private lands south of Interstate-8. Properties surrounding the site consist of agricultural lands and other solar farms, including the Campo Verde Solar Farm (operational) located immediately west of the proposed project. Two residences are located along Liebert Road, immediately west (one northwest and one southwest) of the BESS Project site.
12. **Other public agencies whose approval is required** (e.g., permits, financing approval, or participation agreement.):
 1. Public Works Department – Ministerial permits (building, grading, encroachment)
 2. Imperial Irrigation District – Rights-of-Way Permit
 3. Regional Water Quality Control Board
13. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentially, etc.?**

As part of the Laurel Cluster Solar Farms Project Final EIR, the County conducted the appropriate outreach to Native American Tribes pursuant to Assembly Bill (AB) 52 and Senate Bill 18. AB 52 requires that lead agencies, upon request of a California Native American tribe, begin consultation prior to the release of a negative declaration, mitigated negative declaration, or EIR for a project. Responses were not received from any Native American tribes that were notified of the projects.

Assembly Bill 52 does not apply to an Addendum, therefore, no additional consultation was conducted beyond that described above.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code, Section 21080.3.2). Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code, Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code, Section 21082.3 (c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input checked="" type="checkbox"/> Aesthetics	<input checked="" type="checkbox"/> Agriculture and Forestry Resources	<input checked="" type="checkbox"/> Air Quality
<input checked="" type="checkbox"/> Biological Resources	<input checked="" type="checkbox"/> Cultural Resources	<input type="checkbox"/> Energy
<input checked="" type="checkbox"/> Geology /Soils	<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards & Hazardous Materials
<input checked="" type="checkbox"/> Hydrology / Water Quality	<input type="checkbox"/> Land Use / Planning	<input type="checkbox"/> Mineral Resources
<input type="checkbox"/> Noise	<input type="checkbox"/> Population / Housing	<input type="checkbox"/> Public Services
<input type="checkbox"/> Recreation	<input type="checkbox"/> Transportation	<input type="checkbox"/> Tribal Cultural Resources
<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Wildfire	<input type="checkbox"/> Mandatory Findings of Significance

ENVIRONMENTAL EVALUATION COMMITTEE (EEC) DETERMINATION

After Review of the Initial Study, the Environmental Evaluation Committee has:

Found that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

Found that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

Found that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

Found that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

Found that although the proposed project could have a significant effect on the environment, all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE DE MINIMIS IMPACT FINDING: Yes No

<u>EEC VOTES</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
PUBLIC WORKS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL HEALTH SVCS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OFFICE EMERGENCY SERVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APCD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AG	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SHERIFF DEPARTMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ICPDS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Jim Minnick, Director of Planning/EEC Chairman

Date: _____

PROJECT SUMMARY

Project Location: The previously-approved Laurel Cluster Solar Farm 3 Project (CUP #17-0030) and Laurel Cluster Solar Farm 4 Project (CUP #17-0027) is located approximately eight miles southwest of the City of El Centro and approximately 13 miles northwest of the City of Calexico, respectively, in an unincorporated area of the County of Imperial. The Laurel Cluster Solar Farm 3 Project site encompasses 587 acres and is located north of Mandrapa Road, west of Westside Road, east of Hyde Road, and south of Interstate 8. The Laurel Cluster Solar Farm 4 Project site encompasses approximately 342 acres and is located north and adjacent to the Westside Main Canal and Mandrapa Road, west of Vogel Road, and east of Liebert Road. The subject development site for this addendum, the Laurel Cluster Solar Farm 4 Battery Energy Storage System Project (BESS Project), encompasses approximately 50 acres within the 107-acre southeastern parcel (APN 051-350-015) of the previously approved 342-acre Laurel Cluster Solar Farm 4 Project site.

Project Summary:

Background

On January 15, 2019, the Imperial County Board of Supervisors certified the Final Environmental Impact Report (EIR) and adopted four Conditional Use Permits (CUPs) for the Laurel Cluster Solar Farms Project. The Laurel Cluster Solar Farms Project consisted of four photovoltaic (PV) solar farm facilities and associated infrastructure, which would collectively generate up to 325 megawatts on approximately 1,380 acres. 92JT 8me LLC and 90FI 8me LLC applied for individual CUPs for each of the proposed locations: Laurel Cluster Solar Farm 1 (CUP 17-0028), Laurel Cluster Solar Farm 2 (CUP 17-0029), Laurel Cluster Solar Farm 3 (CUP 17-0030), and Laurel Cluster Solar Farm 4 (CUP 17-0027). Table 1 provides the acreage and proposed MW output of each of the projects.

Table 1. Laurel Cluster Solar Farms Acreage and Proposed Megawatt Output

Project	CUP	Acreage	Proposed MW
Laurel Cluster Solar Farm 1	17-0028	171	40
Laurel Cluster Solar Farm 2	17-0029	280	70
Laurel Cluster Solar Farm 3	17-0030	587	140
Laurel Cluster Solar Farm 4	17-0027	342	75
Total	--	1,380	325

The Board-certified Laurel Cluster Solar Farms Project Final EIR (State Clearinghouse No. 2017121078) determined that all significant impacts could be reduced to a level less than significant with the incorporation of mitigation measures. The potentially significant effects that were mitigated consisted of the following: Aesthetics (specifically related to light and glare), Agriculture Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Hydrology/Water Quality. Figure 1 illustrates the area approved for solar development in 2019 and differentiates between the four individual CUPs.

Project Description

The currently proposed project involves the approval of a Development Agreement, which would allow for a modification to CUP#17-0030 for the Laurel Cluster Solar Farm 3 and CUP #17-0027 for the Laurel Cluster Solar Farm 4.. The specific modifications would be subject to the stipulations of the "Imperial County Development Agreement Concerning Laurel Cluster Solar Farm 3 and 4 (Big Rock 1)."

The previously-approved Laurel Cluster Solar Farm 3 Project is located on APNs 051-270-027-000, 051-270-047-000, 051-300-008-000, 051-300-009-000, 051-300-030-000, 051-300-039-000, and 051-330-001-000, totaling 587 acres. The previously-approved Laurel Cluster Solar Farm 4 Project is located on APNs 051-330-024, 051-360-038, 051-350-015, 051-350-016, and 051-360-028 (Figure 1), which are privately-owned parcels comprising 342 acres of land. The currently proposed Laurel Cluster Solar Farm 4 Battery Energy Storage System Project (BESS) site (subject to the Development Agreement) is located on the 107-acre parcel, APN 051-350-015, within the previously-approved Laurel Cluster Solar Farm 4 Project site (Figure 2).

The applicant is requesting to modify the originally approved CUP #17-0030 and CUP #17-0027 to add a battery

storage system, specifically to the Laurel 4 (CUP #17-0027) site. The original Laurel 3 (CUP #17-0030) was approved for a 140-MW photovoltaic solar project, including battery storage and Laurel 4 (CUP #17-0030) was approved for a 75-MW photovoltaic solar project, including battery storage; however, approval of the Development Agreement would require a revised site plan for Laurel Cluster Solar Farm 4 to accommodate a more expansive battery storage system and substation, as well as supporting infrastructure.

Under the existing zoning for the site (A-3 Heavy Agriculture and A-2-R General Agriculture-Rural): Pursuant to Title 9, Division 5, Chapter 9, "Solar Energy Plants" and "Transmission lines, including supporting towers, poles microwave towers, utility substations" are uses that are permitted in the A-3 Zone, subject to approval of a CUP. BESS systems are allowed as an ancillary component to the solar generating facility. In addition, Title 9, Division 5, Chapter 8 states uses permitted with a CUP in the A-2-R zone includes major facilities relating to the generation and transmission of electrical energy. However, the Development Agreement includes one Zone Change (ZC #17-0002) to change the zone of the property from A-2-R (General Agriculture-Rural) and A-3 (Heavy Agriculture) to A-2-R-RE (General Agriculture-Rural with Renewable Energy Overlay and A-3-RE (Heavy Agriculture with Renewable Energy Overlay) and a General Plan Amendment (GPA #17-0003) to create an Island Overlay for the project site. The proposed Development Agreement would allow for the development of a Photovoltaic Solar Electrical Generation Facility and a BESS within the Laurel Cluster Solar Farm 3 CUP #17-0030, Resolution 2019-19 and 4 under CUP #17-0027, Resolution 2019-16..

As shown in Figure 2, under the Development Agreement, the applicant is proposing the following modifications to the previously-approved CUP and within the previously-approved 107-acre parcel. The proposed battery storage system would not result in changes to the size or intensity of disturbance to the previously-approved project footprint as analyzed in the Final EIR):

- Construct and operate a 250-MW battery storage system (BESS facilities) on an area totaling approximately 20 acres; and
- Connect associated infrastructure (primarily an on-site substation(s)/switchyard(s)) to the electrical grid via an existing transmission line on an area totaling approximately 30 acres.

The total combined acreage of the BESS facilities and associated infrastructure within APN 051-350-015 is a 50-acre area within the current footprint of the previously-approved CUP site subject to the Development Agreement.

Additionally, the balance of acres remaining on APN 051-350-015 would be available for up to 125 MW of PV facilities. The applicant intends to allow any remainder of the parcel 051-350-015 to be farmed or remain in cultivation. However, if continued cultivation of the remainder of the parcel cannot be secured, the applicant would manage the fallowed lands in accordance with conditions of approval outlined in CUP #17-0027 and #17-0030, as applicable.

The proposed development agreement also stipulates the following, which is consistent with the previously approved project:

- **PERMITTED USES.** The permitted uses of the Property are those uses authorized and described in the CUP, including photovoltaic (PV), BESS, and associated infrastructure as described in the FEIR, and those uses allowed by right and conditionally and/or by zone change.
- **DENSITY/INTENSITY OF USE.** The permitted density and intensity of the use shall not exceed the density and intensity of the uses authorized and described in the CUP, these uses described in the FEIR, or those uses allowed by right and conditionally within existing zones and/or zone change.
- **HEIGHT AND SIZE.** The permitted height and size of proposed structures shall be the limits allowed by the existing zone and or variance(s), and those uses allowed by right and conditionally and/or by zone change.

Environmental Setting: The project site is located on private lands south of Interstate-8. Properties surrounding the site consist of agricultural lands and other solar farms, including the Campo Verde Solar Farm (operational) located

immediately west of the proposed project. Two residences are located along Liebert Road, immediately west (one northwest and one southwest) of the project site.

Analysis: CEQA Guidelines, Sections 15162 through 15164 set forth the criteria for determining the appropriate additional environmental documentation, if any, to be completed when there is a previously-approved Negative Declaration or a previously certified EIR for the project. CEQA Guidelines, Sections 15162(a) and 15163, state that when a Negative Declaration has been adopted or an EIR certified for a project, no Subsequent or Supplemental EIR or Subsequent Negative Declaration shall be prepared for that project unless the lead agency determines that none of the conditions described in Section 15162 requiring the preparation of a subsequent Negative Declaration or EIR have occurred. The CEQA Guidelines require that a brief explanation be provided to support the findings that no subsequent EIR or Negative Declaration is needed for further discretionary approval. These findings are described below. The analysis in support of these findings is provided in the Initial Study portion of this document.

1. *Required Finding: Substantial changes are not proposed for the project that will require major revisions of the previous EIR due to the involvement of new, significant environmental effects or a substantial increase in the severity of previously identified effects.*

Substantial changes from the originally approved CUP/Laurel Cluster Solar Farm project are not proposed in order to construct and operate the BESS Project in accordance with the proposed Development Agreement. No revisions to the Laurel Cluster Solar Farms Project Final EIR would be required. The previously-certified Final EIR analyzed the direct and physical changes to the environment that would result from the construction and operation of a solar energy facility on the Laurel Cluster Solar Farm 4 development area, including the provision of BESS systems to support the project. As discussed previously, the Final EIR contemplated that the final configuration and locations of BESS systems may change depending on several factors. The proposed BESS Project would not expand or increase the development footprint as previously evaluated, nor would the fundamental characteristics of the project change from that previously analyzed in the certified Final EIR. The project applicant is requesting approval of a CUP for the construction and operation of a battery energy storage system within 50 acres of the previously-approved 342-acre Laurel Cluster Solar Farm 4 Project area specially on APN 051-350-015 (a 107-acre parcel).

The BESS Project site is currently zoned A-2-R (General Agriculture-Rural) and A-3 (Heavy Agriculture). Pursuant to Title 9, Division 5, Chapter 9, the following uses are permitted in the A-3 zone subject to approval of a CUP from Imperial County: solar energy electrical generator, electrical power generating plant, major facilities relating to the generation and transmission of electrical energy, and resource extraction and energy development. In addition, Title 9, Division 5, Chapter 8 states uses permitted with a CUP in the A-2-R zone includes major facilities relating to the generation and transmission of electrical energy. Therefore, with approval of the CUP, the proposed BESS Project would be consistent with the A-3 zoning designation.

Additionally, with ZC #17-0002 and GPA #17-0003, the property would change to A-2-R-RE and A-3-RE to be within the Renewable Energy Overlay and create an Island Overlay for the project site. Further, the Laurel Cluster Solar Farm CUP (and as analyzed in the Final EIR) contemplated that "The storage component for the entire Project (all four (4) CUPs) is likely to be shared by all four CUP's... The storage component may be centralized and located adjacent to the substation or switchgear or, alternatively, the energy storage component may be distributed throughout the facility adjacent to individual power conversion centers. The storage component would be housed in a warehouse type building or in smaller modular structures such as cargo shipping containers." There would be no other changes to the previously approved project.

Therefore, no proposed changes or revisions to the Laurel Cluster Solar Farms Project Final EIR are required. In addition, all previously adopted mitigation measures presented in the Laurel Cluster Solar Farms Project Final EIR are incorporated herein by reference.

2. *Required Finding: Substantial changes have not occurred with respect to the circumstances under which the project is undertaken, that would require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.*

Since certification of the Laurel Cluster Solar Farms Project Final EIR in January 2019, the Office of Planning and Research updated portions of Appendix G of the State CEQA Guidelines as follows:

- Addition of a new impact category – “Energy”
- Addition of a new impact category – “Tribal Cultural Resources”
- Addition of a new impact category – “Wildfire”
- Addition of a new threshold under the Transportation category to analyze vehicle miles traveled:
 - (a) Would the project conflict or be inconsistent with the CEQA Guidelines section 15064.3, subdivision (b)?

Energy. Energy was not previously analyzed as a separate individual topic in the Laurel Cluster Solar Farms Final EIR. However, the Final EIR addressed impacts related to energy within the greenhouse gas emissions analysis (Section 4.7 Greenhouse Gas Emissions of the Final EIR), utilities/service systems analysis (Section 4.14 Utilities/Service Systems of the Final EIR), and Chapter 5, Analysis of Long-Term Effects of the Final EIR. As described in the Initial Study, the proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to energy. Implementation of the BESS would provide an energy storage facility that would accommodate power generated by solar energy generators in the general vicinity and allow for the release of the stored energy into the power grid in an efficient manner.

Tribal Cultural Resources. As part of the Laurel Cluster Solar Farms Project Final EIR, the County conducted the appropriate outreach to Native American Tribes pursuant to AB 52. AB 52 requires that lead agencies, upon request of a California Native American tribe, begin consultation prior to the release of a negative declaration, mitigated negative declaration, or EIR for a project. Responses were not received from any Native American tribes that were notified of the projects.

As this CEQA document is an Addendum, the AB 52 requirements are not applicable. The proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to tribal cultural resources.

Wildfire. At the time of the prior environmental analysis, Wildfire, was not a specific topic analyzed because the CEQA criteria and thresholds related to analyzing Wildfire did not exist at the time the Final EIR was prepared. However, impacts related to Wildfire were addressed in Section 4.8, Hazards and Hazardous Materials, of the Final EIR. As described in this Initial Study, the proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to Wildfire.

Vehicle Miles Traveled. At the time of the prior environmental analysis, Vehicle Miles Traveled (VMT), was not a specific topic analyzed because the CEQA criteria and threshold related to analyzing VMT did not exist at the time the Final EIR was prepared. As described in this Initial Study, the proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to VMT.

3. *Required Finding: No new information has been provided that would indicate that the proposed project would result in one or more significant effects not discussed in the previous EIR.*

There is nothing in the proposed BESS Project that would suggest that its adoption and implementation would result in any new significant environmental effects not previously discussed in the certified Laurel Cluster Solar Farms Project Final EIR. Therefore, no proposed changes or revisions to the EIR are required. In addition, all previously adopted mitigation measures presented in the Laurel Cluster Solar Farms Project Final EIR are incorporated herein by reference and as part of the CUP for the BESS Project.

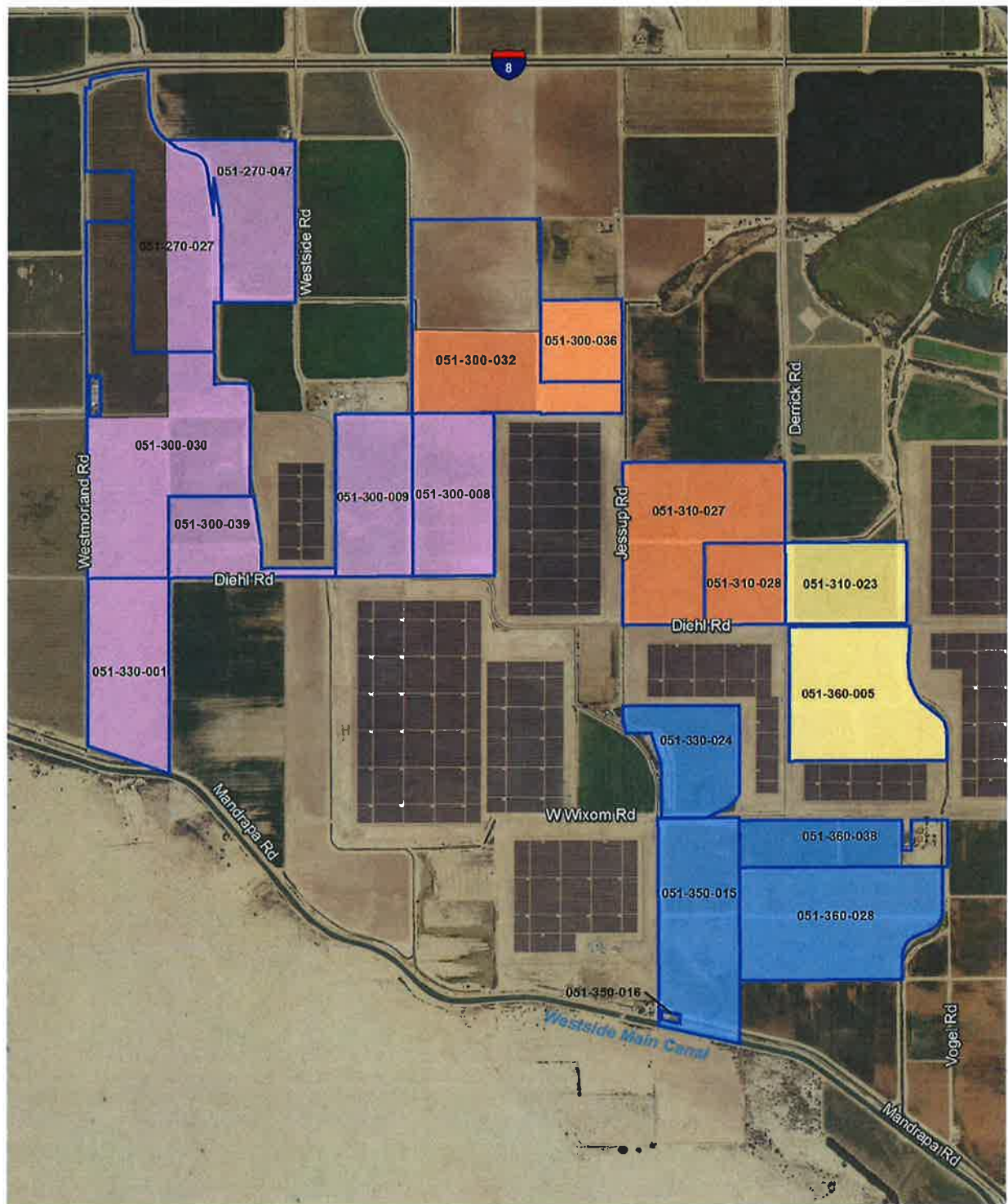
CONCLUSION

The Initial Study provided in a subsequent section of this document substantiates the conclusions that no additional CEQA documentation is required for the *Imperial County Development Agreement Concerning Laurel Cluster Solar Farm 3 and 4 (Big Rock 1)* (CUP modifications and Zone Change) to allow development and operation of the BESS Project. Based on the findings and information contained in the previously-certified Laurel Cluster Solar Farms Project Final EIR, the analysis above and contained within the Initial Study, the CEQA statutes and State CEQA Guidelines,

including Sections 15164 and 15162, the BESS Project will not result in any new, increased, or substantially different impacts, other than those previously considered and addressed in the Laurel Cluster Solar Farms Project Final EIR. No changes or additions to the Laurel Cluster Solar Farms Project Final EIR analyses are necessary, nor is there a need for any additional mitigation measures. Therefore, pursuant to State CEQA Guidelines, Section 15164, the Imperial County Board of Supervisors will adopt CEQA Guideline Sections 15162 and 15164 findings as its consideration of the CEQA compliance for the proposed project.

General Plan Consistency: The proposed Development Agreement, which would allow for the construction and operation of the BESS Project is located within the unincorporated area of Imperial County. The existing General Plan land use designation is "Agriculture." Pursuant to Title 9, Division 5, Chapter 9, the following uses are permitted in the A-3 zone subject to approval of a CUP from Imperial County: solar energy electrical generator, electrical power generating plant, major facilities relating to the generation and transmission of electrical energy, and resource extraction and energy development. In addition, Title 9, Division 5, Chapter 8 state uses permitted with a CUP in the A-2-R zone includes major facilities relating to the generation and transmission of electrical energy. Therefore, with approval of the CUP, the proposed BESS Project would be consistent with the A-3 and A-2-R zoning designation. The Development Agreement would include ZC #17-0002 and GPA #17-0003, the property would change to A-2-R-RE and A-3-RE to be within the Renewable Energy Overlay and create an Island Overlay for the project site. Therefore, with approval of the CUP #17-0030 and CUP #17-0027, the proposed BESS Project would be consistent with their zoning designations.

Figure 1. Previously Approved Laurel Cluster Solar Farms Project



LEGEND

- Laurel Solar Farm 1
- Laurel Solar Farm 2
- Laurel Solar Farm 3
- Laurel Solar Farm 4
- Assessor Parcels

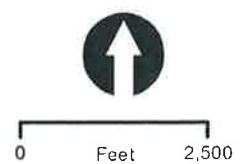
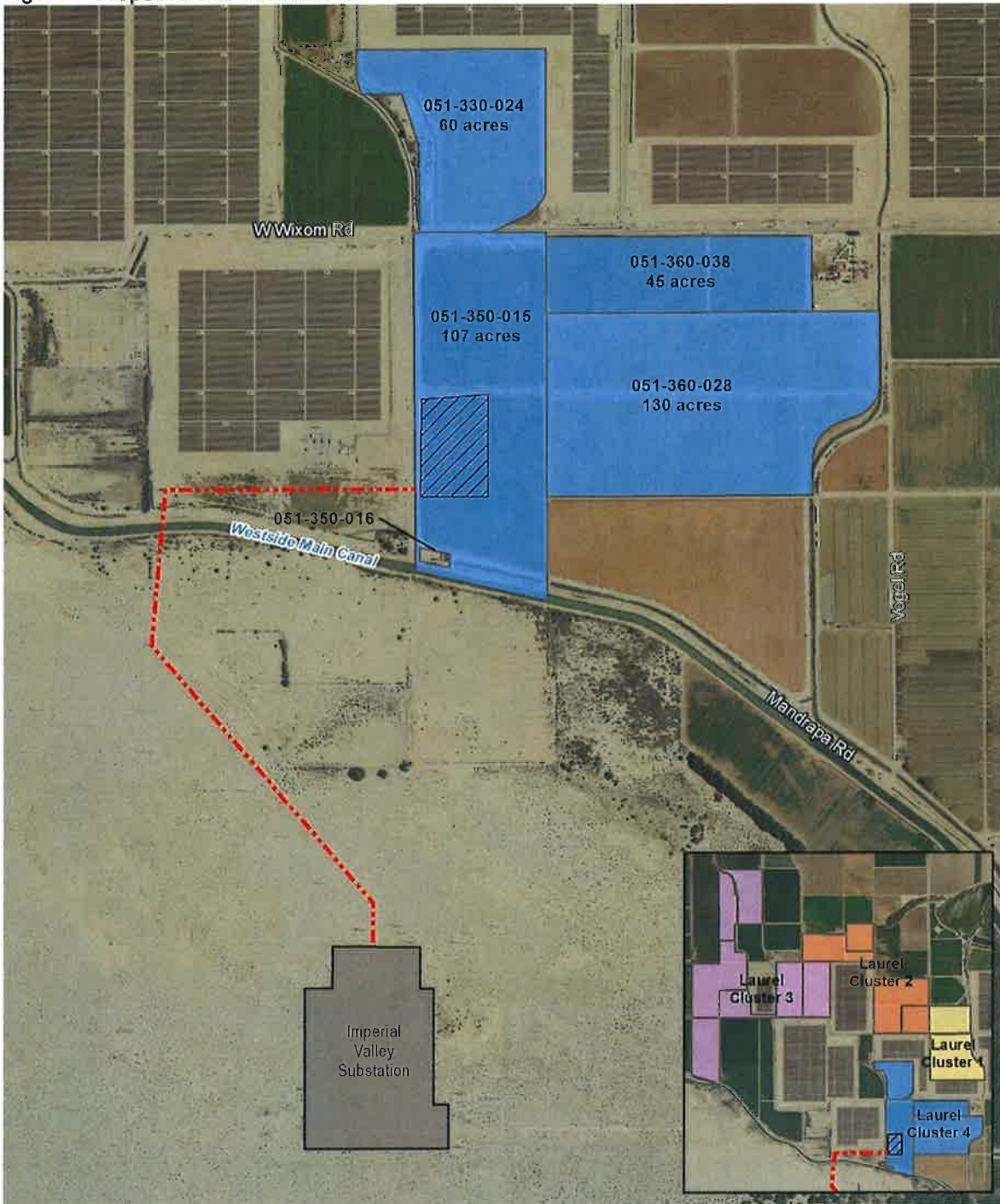
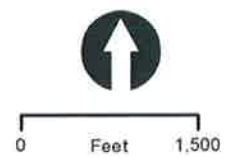


Figure 2. Proposed CUP Modification Area



LEGEND

-  Gen-Tie
-  Proposed Battery Energy Storage System (BESS Project)
-  Laurel Cluster Solar Farm 4 Project
-  Imperial Valley Substation



EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:

- a) Have a substantial adverse effect on a scenic vista or scenic highway?

a) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint, and, while implementation of the proposed battery storage system may result in minor alterations in the views from surrounding lands and roadways, there are no scenic vistas or scenic highways within the project area. Therefore, the proposed BESS Project would result in no new or significant changes to any scenic vista as discussed in the Final EIR.
- b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

b) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint, and, while implementation of the proposed battery storage system may result in minor alterations in the views from surrounding lands and roadways, there are no scenic highways within the project area. Therefore, the proposed BESS Project would not substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway as discussed in the Final EIR.
- c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surrounding? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

c) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint, and, while implementation of the proposed battery storage system may result in minor alterations in the views from surrounding lands and roadways, it would not substantially alter the visual character and quality of the area when considered in the context of the associated PV infrastructure previously analyzed in the Final EIR and the existing solar facilities immediately west of the project site. Proposed heights would be consistent with the approvals associated with the Laurel Cluster Solar Farm 4 Final EIR. Pursuant to the proposed Development Agreement Section 5.4 Height and Size, "The permitted height and size of proposed structures shall be the limits allowed by the existing zones." Therefore, the proposed BESS Project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings as discussed in the Final EIR.
- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

d) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The PV infrastructure would be comprised of non-reflective panels and, as discussed in the Final EIR, would not result in significant light or glare impacts. Similarly, while the proposed battery storage system would be comprised of some reflective materials (i.e., metals), implementation of Mitigation Measure VQ-1, which requires additional glint and glare analysis based on final engineering plans, would remain applicable and accurate to the project. Therefore, the proposed BESS Project would result in no new or significant changes to substantial light or glare as discussed in the Final EIR.

AGRICULTURE AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. --Would the project:

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps

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prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

a) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. As discussed in the Final EIR, implementation of the Laurel Cluster Solar Farm 4 Project would result in the temporary conversion of approximately 194.12 acres of Prime Farmland, 126.92 acres of Farmland of Statewide Importance, and 31 acres of Other Land to non-agricultural use. The addition of the proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. As previously mentioned, the applicant intends to allow any remainder of the APN 051-350-015 to be farmed or remain in cultivation. However, if continued cultivation of the remainder of the parcel cannot be secured, the applicant would manage the fallowed lands in accordance with conditions of approval outlined in CUP #17-0027 and #17-0030, as applicable. In addition, the conclusions and mitigation measures (Mitigation Measures AG-1a and AG-1b), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project. Therefore, the proposed project would result in no new or significant changes to the impacts to Prime Farmland or Farmland of Statewide Importance as discussed in the Final EIR.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

b) Less Than Significant Impact. The potential agricultural impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint, which is not located within land under a Williamson Act Contract. The Laurel Cluster Solar Farm 4 Project site is currently zoned A-3 (Heavy Agriculture). Solar energy plants are allowed uses within the A-3 zone, subject to the approval of a CUP. Upon approval of a CUP and zone change into the RE Overlay Zone designation, the Laurel Cluster Solar Farm 4 Project would be consistent with the Imperial County Land Use Ordinance. The addition of the proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR.

- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

c) No Impact. The potential forest land and timberland impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint, which does not contain forest, timberland, or timberland zoned Timberland Production areas. No impact would occur as evaluated in the prior Final EIR.

- d) Result in the loss of forest land or conversion of forest land to non-forest use?

d) No Impact. The potential forest land and timberland impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint, which does not contain forest, timberland, or timberland zoned Timberland Production areas. No impact would occur as evaluated in the prior Final EIR.

- e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

e) Potentially Significant Unless Mitigation Incorporated. The potential agricultural impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measure (Mitigation Measure AG-1b), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed project. As previously mentioned, the applicant intends to allow any remainder of the APN 051-350-015 to be farmed or remain in cultivation. However, if continued cultivation of the remainder of the parcel cannot be secured, the applicant would manage the fallowed lands in accordance with conditions of approval outlined in CUP #17-0027 and #17-0030, as applicable. Therefore, the proposed BESS Project would result in no new or significant changes regarding the conversion of farmland to non-agricultural use or forest land to non-forest use as discussed in the Final EIR.

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AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to the following determinations. Would the Project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?

a) Less Than Significant Impact. The potential air quality impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project would not obstruct implementation of an applicable air quality plan. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Therefore, the proposed BESS Project would result in no new or significant changes to the impacts to applicable air quality plans as discussed in the Final EIR.

- b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

b) Potentially Significant Unless Mitigation Incorporated. The potential air quality impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project would result in an increase in air pollutant emissions during both construction and operation and could result in net increases of criteria pollutants. However, implementation of Mitigation Measures AQ-1 and AQ-2 would reduce potentially significant impacts to a less than significant level. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measures (Mitigation Measures AQ-1 and AQ-2), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed project. Therefore, the proposed BESS Project would result in no new or significant changes to the impacts to applicable air quality plans as discussed in the Final EIR.

- c) Expose sensitive receptors to substantial pollutant concentrations?

c) Potentially Significant Unless Mitigation Incorporated. The potential air quality impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project would not expose sensitive receptors to substantial pollutant concentrations after implementation of the Imperial County Air Pollution Control District's regulations, encompassed by mitigation measures AQ-2 through AQ-5. Implementation of the Imperial County Air Pollution Control District's regulations would reduce potentially significant impacts to a less than significant level. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measures (Mitigation Measures AQ-2 through AQ-5), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed project. Therefore, the proposed BESS Project would result in no new or significant changes to the impacts to sensitive air quality plans receptors as discussed in the Final EIR.

- d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?

d) Less Than Significant Impact. The potential air quality impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project would not generate objectional odors affecting a substantial number of people. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Therefore, the proposed project would result in no new or significant changes to the impacts to sensitive receptors as it pertains to odors, as discussed in the Final EIR.

BIOLOGICAL RESOURCES Would the project:

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish

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and Wildlife or U.S. Fish and Wildlife Service?

a) Potentially Significant Unless Mitigation Incorporated. The potential biological resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project has the potential to result in direct and indirect impacts to Burrowing Owl, Mountain Plover, Long Billed Curlew, Short Billed Dowitcher, and Loggerhead Shrike. Implementation of Mitigation Measures BIO-1 through BIO-5 would reduce potentially significant impacts to a less than significant level. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measures (Mitigation Measures BIO-1 through BIO-5), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed project. Therefore, the proposed project would result in no new or significant changes to the impacts to any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service as discussed in the Final EIR.

- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

b) No Impact. The potential biological resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. There are no riparian habitat or other sensitive natural communities within the BESS Project site and no impact would occur as discussed in the Final EIR.

- c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

c) Less Than Significant Impact. The potential biological resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. No removal of canals or drains would occur as a result of the Laurel Cluster Solar Farms Project and no washes were found within the BESS Project site. Impacts would be less than significant, as discussed in the Final EIR.

- d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

d) Potentially Significant Unless Mitigation Incorporated. The potential biological resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to the movement of any native resident or migratory wildlife corridors as discussed in the Final EIR. Further, the conclusions and mitigation measure (Mitigation Measure BIO-6), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

- e) Conflict with any local policies or ordinance protecting biological resource, such as a tree preservation policy or ordinance?

e) Less Than Significant Impact. The potential biological resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. The proposed BESS Project would comply with local policies or ordinances protecting biological resources as discussed in the Final EIR.

- f) Conflict with the provisions of an adopted Habitat

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Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

f) No Impact. The potential biological resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. The Laurel Cluster Solar Farms Project is not located within an HCP, NCCP, or other approved local, regional, or state HCP. No impact would occur as discussed in the Final EIR.

CULTURAL RESOURCES Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

a) Potentially Significant Unless Mitigation Incorporated. The potential cultural resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measures CR-1 through CR-4), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

b) Potentially Significant Unless Mitigation Incorporated. The potential cultural resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measures CR-5 through CR-6), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

- c) Disturb any human remains, including those interred outside of dedicated cemeteries?

c) Potentially Significant Unless Mitigation Incorporated The potential impacts on previously undiscovered human remains associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measure CR-8), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

ENERGY Would the project:

- a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

a) Less Than Significant Impact. Energy was not previously analyzed as a separate individual topic in the Laurel Cluster Solar Farms Final EIR. However, impacts related to energy were addressed within the greenhouse gas emissions analysis (Section 4.7 Greenhouse Gas Emissions of the Final EIR), utilities/service systems analysis (Section 4.14 Utilities/Service Systems of the Final EIR), and Chapter 5, Analysis of Long-Term Effects of the Final EIR. Since the State CEQA Guidelines has been revised by the Office of Planning and Research to include separate criteria and thresholds, this Addendum includes Energy as a separate topic.

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. Therefore, energy use would be similar as analyzed in the Final EIR for the Laurel Cluster Solar Farm 4 Project. In addition, the proposed BESS Project would provide storage for the Laurel Cluster Solar Farms Project, a renewable energy project that would displace electricity generated by fossil fuel combustion and provide low-GHG electricity to customers. Implementation of the BESS would provide an energy storage facility that would accommodate power generated by solar

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energy generators in the general vicinity and allow for the release of the stored energy into the power grid in an efficient manner; therefore, energy impacts would be less than significant.

- b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

b) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. The BESS Project would provide storage for the Laurel Cluster Solar Farms Project, a renewable energy project that would assist the state meet its statutory and regulatory goal of increasing renewable power generation and that would replace other sources of energy, including those that consume fossil fuels. Energy impacts would be less than significant.

GEOLOGY AND SOILS Would the project:

- a) Directly or indirectly cause potential substantial adverse effects, including risk of loss, injury, or death involving?

- 1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?

1) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. The project site is not located on an active fault or within a designated AP Zone. No impact would occur as discussed in the Final EIR.

- 2) Strong Seismic ground shaking?

2) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measure GEO-1), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

- 3) Seismic-related ground failure, including liquefaction and seiche/tsunami?

3) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measure GEO-1), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

- 4) Landslides?

4) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. The potential for earthquake induced landslides to occur at the BESS Project site is unlikely due to the flat topography of the project site. No impact would occur as discussed in the Final EIR.

- b) Result in substantial soil erosion or the loss of topsoil?

b) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project

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would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measure HYD-1), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

- c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse?

c) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measure GEO-1), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

- d) Be located on expansive soil, as defined in the latest Uniform Building Code, creating substantial direct or indirect risk to life or property?

d) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measure GEO-2), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

e) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measure GEO-3), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

- f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

f) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measure CR-7), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

GREENHOUSE GAS EMISSION Would the project:

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

a) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project would not result in significant generation of greenhouse gas emissions that would have an impact on the environment. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR.

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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Impacts would remain less than significant as discussed in the Final EIR. The BESS would support the efficient operation and transmission of renewable energy to the electricity grid.

- b) Conflict with an applicable plan or policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

b) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project would not result in significant generation of greenhouse gas emissions that would have an impact on the environment. Rather, the Laurel Cluster Solar Farms Project would generate additional solar power in order to meet the state of California's goals for the Renewable Portfolio Standard, which has been identified by the state as a means of meeting the goals of AB 32 to reduce emissions. Therefore, the project would not conflict with applicable plans, policies, or regulations. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Impacts would remain less than significant as discussed in the Final EIR. The BESS would support the efficient operation and transmission of renewable energy to the electricity grid.

HAZARDS AND HAZARDOUS MATERIALS *Would the project:*

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

a) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project Site were evaluated in the Laurel Cluster Solar Farm Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint.

Protection for the battery storage system would be provided as part of the BESS Project design by housing the battery units in enclosed structures to provide containment should a fire break out. Any potential fire risk that the traditional lithium-ion cells have will most likely be caused by over-charging or through short circuit due to age. This risk will be mitigated through monitoring and a fire suppression system that includes water and or a suppression agent (eg FM-200, Novatech) with smoke detectors, control panel, alarm, piping and nozzles. The fire protection system will be designed by a certified fire protection engineer and installed by a fire protection system contractor licensed in California and in accordance with all relevant building and fire codes in effect in the County at the time of building permit submission. Fire protection systems for battery systems would be designed in accordance with California Fire Code and would take into consideration the recommendations of the National Fire Protection Association (NFPA) 855.

The fire protection plan is anticipated to include a combination of prevention, suppression, and isolation methods and materials. The general approach to fire mitigation at the project site would be prevention of an incident, followed by attempts to isolate and control the incident to the immediately affected equipment, then to suppress any fire with a clean agent so as to reduce damage to uninvolved equipment. Fire suppression agents such as Novec 1230 or FM 2000, or water may be used as a suppressant. In addition, fire prevention methods would be implemented to reduce potential fire risk, including voltage, current, and temperature alarms. Energy storage equipment would comply with Underwriters Laboratory (UL)-95401 and test methods associated with UL-9540A. For lithium-ion batteries storage, a system would be used that would contain the fire event and encourage suppression through cooling, isolation, and containment. Suppressing a lithium-ion (secondary) battery is best accomplished by cooling the burning material. A gaseous fire suppressant agent (e.g., 3M™ Novec™ 1230 Fire Protection Fluid or similar) and an automatic fire extinguishing system with sound and light alarms would be used for lithium-ion batteries.

To mitigate potential hazards, redundant separate methods of failure detection would be implemented. These would include alarms from the BMS, including voltage, current, and temperature alarms. Detection methods for off gas detection would be implemented, as applicable. These are in addition to other potential protective measures such as ventilation, overcurrent protection, battery controls maintaining batteries within designated parameters, temperature and humidity controls, smoke detection, and maintenance in accordance with manufacturer guidelines. Remote alarms would be installed for operations personnel as well as emergency response teams in addition to exterior hazard lighting. In addition, an Incidence Response Plan would be implemented. In this context, impacts would be considered less than significant for this impact area as discussed in the Final EIR.

The proposed Development Agreement includes provisions for fire safety, as discussed in further detail under Section 9.3, Office of Emergency Services Obligations. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to any hazards and hazardous materials impacts as discussed in the Final EIR.

The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to the

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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impacts to the public or the environment through the routine transport, use, or disposal of hazardous materials as discussed in the Final EIR.

- b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

b) Less than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project Site were evaluated in the Laurel Cluster Solar Farm Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. Further analysis is provided in Item "a" above. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to the impacts related to a significant hazard to the public or the environment involving the release of hazardous materials into the environment.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

c) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project Site were evaluated in the Laurel Cluster Solar Farm Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. No schools are located within 0.25 mile of the Laurel Cluster Solar Farm (and BESS) Project site. Additionally, the construction and operation of the BESS would not emit hazardous emissions. No impact would occur as discussed in the Final EIR.

- d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

d) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project Site were evaluated in the Laurel Cluster Solar Farm Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. The BESS Project site is not located on a site included on a list of hazardous materials sites. No impact would occur as discussed in the Final EIR.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

e) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project Site were evaluated in the Laurel Cluster Solar Farm Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Proposed structure heights would be consistent with those previously approved as part of the Laurel Cluster Solar Farm 4. The BESS Project site is not located within two miles of an airport. No impact would occur as discussed in the Final EIR.

- f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

f) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project Site were evaluated in the Laurel Cluster Solar Farm Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed Development Agreement contains specific stipulations to address infrastructure and service demands for the County Office of Emergency Services (refer to Public Services – Fire Protection below). The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to the implementation of an adopted emergency response plan or emergency evacuation as discussed in the Final EIR.

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? g) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project Site were evaluated in the Laurel Cluster Solar Farm Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Fire Hazard Severity Zones in State and local Responsibility Areas map for Imperial County prepared by the California Department of Forestry and Fire Protection, the BESS Project site is not located within a fire hazard severity zone (Office of the State Fire Marshall 2022). Additionally, the proposed BESS Project would be designed to incorporate fire safety features including portable fire extinguishers on buildings and inverters, electric pumps for pressurized fire water and use of nonflammable material where applicable. On-site water storage is also required for fire protection. Additional provisions for fire suppression are stipulated in the proposed Development Agreement and summarized under Public Services above. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to the exposure of people or structures to significant risk of loss, injury or death involving wildland fires as discussed in the Final EIR.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

HYDROLOGY AND WATER QUALITY *Would the project:*

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? a) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project Site were evaluated in the Laurel Cluster Solar Farm Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measures HYD-1 through HYD-3), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? b) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to groundwater supplies as discussed in the Final EIR.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1. result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to existing drainage patterns of the site or on- or off-site erosion or siltation as discussed in the Final EIR.

2. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to a substantial increase in the rate or amount of

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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surface runoff in a manner which would result in flooding on- or off-site as discussed in the Final EIR.

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| 3. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or; | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to sources of polluted runoff water contribution as discussed in the Final EIR.

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|------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 4. impede or redirect flood flows? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. The BESS Project site is not located within a 100-year flood hazard area and therefore would not impede or redirect flood flows.

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| d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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d) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to the risk of release of pollutants due to project inundation.

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| e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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e) Potentially Significant Unless Mitigation Incorporated. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Further, conclusions and mitigation measures (Mitigation Measures HYD-1 through HYD-3), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project.

LAND USE AND PLANNING Would the project:

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

a) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project would not physically divide an established community. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to established communities as discussed in the Final EIR.

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| b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

b) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, the Laurel Cluster Solar Farms Project would be consistent with the existing land use plans, policies, and regulations with approval of the applicant-proposed General Plan amendment, RE, and Transmission Element to include/classify the project site into the RE Overlay Zone, zone change to create an Island Overlay for the project site, and approval of the CUPs. The proposed Development Agreement indicates that proposed uses would be consistent with conditionally-permitted uses within the A-3 and A-2-R zone. Specifically, Development Agreement Section 5.2 Permitted Uses specifies that, "The permitted uses of the Property are those uses authorized and described in the CUP, including photovoltaic (PV), BESS, and associated infrastructure as described in the FEIR, and those uses

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allowed by right and conditionally and/or by zone change." The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Therefore, the proposed project would result in no new or significant changes to impacts due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect, as discussed in the Final EIR.

MINERAL RESOURCES *Would the project:*

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to mineral resources of value to the region and the residents of the state as discussed in the Final EIR. | | | | |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to locally-important mineral resource recovery sites as discussed in the Final EIR. | | | | |

NOISE *Would the project result in:*

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to generation of noise levels in excess of standards established in the local general plan or noise ordinance as discussed in the Final EIR. | | | | |
| b) Generation of excessive groundborne vibration or groundborne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant groundborne vibration or groundborne noise levels as discussed in the Final EIR. | | | | |
| c) For a project located within the vicinity of a private airstrip or an airport land use plan or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes in airport-related noise levels as discussed in the Final EIR. The BESS Project is not located in the vicinity of a private airstrip or airport. No impact would occur as discussed in the Final EIR. | | | | |

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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POPULATION AND HOUSING *Would the project:*

- a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and business) or indirectly (for example, through extension of roads or other infrastructure)?

a) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to population growth in the area as discussed in the Final EIR.

- b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

b) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to displacement of substantial numbers of existing people or housing as discussed in the Final EIR.

PUBLIC SERVICES

- a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- 1) Fire Protection?

1) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, the Laurel Cluster Solar Farms Project would not result in the need for increased fire protection services. Imperial County requires payment of impact fees for new development projects. Fire Impact Fees are imposed pursuant to Ordinance 1418 §2 (2006), which was drafted in accordance with the County's TischlerBise Impact Fee Study. The ordinance has provisions for non-residential industrial projects based on square footage. As required by CUP conditions of approval, the project applicant will be required to pay the fire protection services' impact fees. These fees, as well as other applicable fire department requirements, would be included in the Conditions of Approval for the CUPs.

As part of the currently proposed project, Section 9.3 Office of Emergency Services Obligations of the proposed Development Agreement considers potential hazards to County Office of Emergency Services ("Fire/OES") employees associated with responding to fires originating at utility-scale energy sites such as the proposed project. This section of the proposed Development Agreement includes the provision by the applicant of the purchase of fire suppression equipment (i.e., All-Terrain Vehicle or Fire Truck), payment of a lump-sum fee to address Imperial County Fire/OE expenses for service calls and/or training within the project's utility/transmission area, provision of adequate water supply and flow as determine by Appendix B of the 2019 California Fire Code, fire suppression system(s), provision of fire access roads and gates installed and maintained in accordance with the current adapted fire code, and handling, storage, and disposal of hazardous materials in compliance with local, state, and federal regulations.

The proposed BESS Project would not expand or increase the development footprint as previously evaluated in the Final EIR; however, the proposed battery storage system may increase the risk of fire at the Laurel Cluster Solar Farm 4 (CUP #17-0027) Project site. However, in conjunction with the construction of the solar facility, the battery energy storage system would be constructed to store the energy generated by the solar panels. Fire protection would be achieved through project design features, such as monitoring, diagnostics and a fire suppression system. The BESS Project would be required to comply with state laws and county ordinance restrictions regarding fire protection and suppression. Therefore, the proposed BESS Project would result in no new or significant changes to impacts to fire protection services, as discussed in the Final EIR

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Fire Impact Fees are imposed pursuant to Ordinance 1418 §2 (2006), which was drafted in accordance with the County's TischlerBise Impact Fee Study. The ordinance has provisions for non-residential industrial projects based on square footage. The project applicant will be required to pay the police protection services' impact fees. These fees, as well as any other applicable law enforcement requirements, would be included in the Conditions of Approval for the CUPs.

2) Police Protection?

2) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, the Laurel Cluster Solar Farms Project would not result in the need for increased police protection services. Imperial County requires payment of impact fees for new development projects. Further, Section 9.4, Imperial County Sheriff's Office Obligations of the proposed Development Agreement includes provisions for payment of development fees to offset additional police service needs for the proposed project.

3) Schools?

3) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to school services as discussed in the Final EIR.

4) Parks?

4) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to school services as discussed in the Final EIR, resulting in no significant changes to park services as discussed in the Final EIR.

5) Other Public Facilities?

5) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to school services as discussed in the Final EIR, resulting in no significant changes to other public services as discussed in the Final EIR.

RECREATION

a) Would the project increase the use of the existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

a) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to neighborhood and regional parks or other recreational facilities as discussed in the Final EIR.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?

b) No Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. The proposed BESS Project does not propose the construction of recreational facilities. No impact would occur as discussed in the Final EIR.

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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TRANSPORTATION *Would the project:*

- a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
a) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to impacts related to a conflict with a program plan, ordinance or policy addressing the circulation system.
- b) Would the project conflict or be inconsistent with the CEQA Guidelines section 15064.3, subdivision (b)?
b) Less Than Significant Impact. At the time of the prior environmental analysis, Vehicle Miles Traveled (VMT), was not a specific topic analyzed because the CEQA criteria and threshold related to analyzing VMT did not exist at the time the Final EIR was prepared.
 Although the proposed BESS Project would increase VMT during the construction phase as a result of trips made by construction workers and transportation of construction material and equipment, these increases are temporary in nature. Further, operation of the proposed Laurel Cluster Solar Farms Project would only require 5 full-time employees, which would be a nominal amount of vehicle trips generated. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. Therefore, the proposed BESS Project would not conflict or be inconsistent with Section 15064.3(b) of the CEQA Guidelines and no new, significant environmental impact would occur.
- c) Substantially increases hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
c) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to local roadway hazards as discussed in the Final EIR.
- d) Result in inadequate emergency access?
d) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to emergency access as discussed in the Final EIR.

TRIBAL CULTURAL RESOURCES

- a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place or object with cultural value to a California Native American tribe, and that is:
- Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as define in Public Resources Code Section 5020.1(k), or
(i) No Impact. As part of the Laurel Cluster Solar Farms Project Final EIR, the County conducted the appropriate outreach to Native American Tribes pursuant to AB 52. AB 52 requires that lead agencies, upon request of a California Native American tribe, begin consultation prior to the release of a negative declaration, mitigated negative declaration, or EIR for a project. Responses were not received from any Native American tribes that were notified of the projects. Although AB 52 does not apply to an Addendum, the County conducted additional AB 52 outreach as part of the currently proposed BESS Project.

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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As this CEQA document is an Addendum, the AB 52 requirements are not applicable. The proposed BESS Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects related to tribal cultural resources.

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| 1. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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(ii) **No Impact.** See Response for Impact XVIII i) above.

UTILITIES AND SERVICE SYSTEMS Would the project:

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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a) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to water, wastewater treatment or stormwater drainage, electrical power, natural gas, or telecommunications facilities.

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| b) Have sufficient water supplies available to serve the project from existing and reasonably foreseeable future development during normal, dry and multiple dry years? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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b) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to water supplies as discussed in the Final EIR.

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| c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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c) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to wastewater provider capacity as discussed in the Final EIR.

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| d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

d) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to landfill capacity to meet solid waste disposal needs as discussed in the Final EIR.

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|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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e) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR, resulting in no significant changes to federal, state, and local statutes and regulations related to solid waste as discussed in the Final EIR.

WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

- a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

a) Less Than Significant Impact. At the time of the prior environmental analysis, Wildfire, was not a specific topic analyzed because the CEQA criteria and thresholds related to analyzing wildfire did not exist at the time the Final EIR was prepared. However, this does not mean that Wildfire was not analyzed. Rather, impacts related to Wildfire were addressed in Section 4.8, Hazards and Hazardous Materials, of the Final EIR. Since the State CEQA Guidelines has been revised by the Office of Planning and Research to include separate thresholds, this Addendum includes Wildfire as a separate topic.

Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. According to the Fire Hazard Severity Zones in State and local Responsibility Areas map for Imperial County prepared by the California Department of Forestry and Fire Protection, the BESS Project site is not located within a fire hazard severity zone (Office of the State Fire Marshall 2022). Major evacuation plans identified include SR 11, SR 98, and I-8. As discussed in Section 4.13 Transportation/Traffic, the Laurel Cluster Solar Farms Project would not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan. In addition, as part of the project's conditions of approval, a street improvement plan will be required to include emergency access points and safe vehicular travel. Therefore, the proposed BESS Project would not impair an adopted emergency response plan or emergency evacuation plan.

- b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

b) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. According to the Fire Hazard Severity Zones in State and local Responsibility Areas map for Imperial County prepared by the California Department of Forestry and Fire Protection, the BESS Project site is not located within a fire hazard severity zone (Office of the State Fire Marshall 2022). Additionally, the proposed BESS Project would be designed to incorporate fire safety features including portable fire extinguishers on buildings and inverters, electric pumps for pressurized fire water and use of nonflammable material where applicable. On-site water storage is also required for fire protection.

Specifically, protection for the battery storage system would be provided as part of the BESS Project design by housing the battery units in enclosed structures to provide containment should a fire break out. Any potential fire risk that the traditional lithium-ion cells have will most likely be caused by over-charging or through short circuit due to age. This risk will be mitigated through monitoring and a fire suppression system that includes water and or a suppression agent (eg FM-200, Novatech) with smoke detectors, control panel, alarm, piping and nozzles. The fire protection system will be designed by a certified fire protection engineer and installed by a fire protection system contractor licensed in California and in accordance with all relevant building and fire codes in effect in the County at the time of building permit submission. Fire protection systems for battery systems would be designed in accordance with California Fire Code and would take into consideration the recommendations of the National Fire Protection Association (NFPA) 855.

The fire protection plan is anticipated to include a combination of prevention, suppression, and isolation methods and materials. The general approach to fire mitigation at the project site would be prevention of an incident, followed by attempts to isolate and control the incident to the immediately affected equipment, then to suppress any fire with a clean agent so as to reduce damage to uninvolved equipment. Fire suppression agents such as Novec 1230 or FM 2000, or water may be used as a suppressant. In addition, fire prevention methods would be implemented to reduce potential fire risk, including voltage, current, and temperature alarms. Energy storage equipment would comply with Underwriters Laboratory (UL)-95401 and test methods associated with UL-9540A. For lithium-ion batteries storage, a system would be used that would contain the fire event and encourage suppression through cooling, isolation, and containment. Suppressing a lithium-ion (secondary) battery is best accomplished by cooling the burning material. A gaseous fire

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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suppressant agent (e.g., 3M™ Novec™ 1230 Fire Protection Fluid or similar) and an automatic fire extinguishing system with sound and light alarms would be used for lithium-ion batteries.

To mitigate potential hazards, redundant separate methods of failure detection would be implemented. These would include alarms from the BMS, including voltage, current, and temperature alarms. Detection methods for off gas detection would be implemented, as applicable. These are in addition to other potential protective measures such as ventilation, overcurrent protection, battery controls maintaining batteries within designated parameters, temperature and humidity controls, smoke detection, and maintenance in accordance with manufacturer guidelines. Remote alarms would be installed for operations personnel as well as emergency response teams in addition to exterior hazard lighting. In addition, an Incidence Response Plan would be implemented. In this context, impacts would be considered less than significant for this impact area.

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| c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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c) Less Than Significant Impact. (See response to XXb above.)

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| d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

d) Less Than Significant Impact. Impacts associated with the construction and operation of a utility-scale PV project at the Laurel Complex Solar Farms Project site were evaluated in the Final EIR. The proposed BESS Project would be located previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. The proposed BESS Project would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. According to the Fire Hazard Severity Zones in State and local Responsibility Areas map for Imperial County prepared by the California Department of Forestry and Fire Protection, the BESS Project site is not located within a fire hazard severity zone (Office of the State Fire Marshall 2022). Additionally, the proposed BESS Project would be designed to incorporate fire safety features including portable fire extinguishers on buildings and inverters, electric pumps for pressurized fire water and use of nonflammable material where applicable. On-site water storage is also required for fire protection. Additionally, as explained in Threshold XXb) above, the proposed battery storage system would be installed with the applicable fire protection features.

According to the Final EIR, the Laurel Complex Solar Farms Project site is not located within the floodplain. Existing drainage patterns would be maintained, and the Laurel Complex Solar Farms Project site would remain predominantly pervious. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the project would generally be the same as evaluated in the prior Final EIR. The project would not place habitable structures (and their residents) within the flood area. Therefore, the proposed project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; Sundstrom v. County of Mendocino, (1988) 202 Cal.App.3d 296; Leonoff v. Monterey Board of Supervisors, (1990) 222 Cal.App.3d 1337; Eureka Citizens for Responsible Govt. v. City of Eureka (2007) 147 Cal.App.4th 357; Protect the Historic Amador Waterways v. Amador Water Agency (2004) 116 Cal.App.4th at 1109; San Franciscans Upholding the Downtown Plan v. City and County of San Francisco (2002) 102 Cal.App.4th 656.

Revised 2009- CEQA
 Revised 2011- ICPDS
 Revised 2016 – ICPDS
 Revised 2017 – ICPDS
 Revised 2019 – ICPDS

SECTION 3
III. MANDATORY FINDINGS OF SIGNIFICANCE

The following are Mandatory Findings of Significance in accordance with Section 15065 of the CEQA Guidelines.

- a) **Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, eliminate tribal cultural resources or eliminate important examples of the major periods of California history or prehistory?**
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1. Potentially Significant Unless Mitigation Incorporated. As discussed throughout this Initial Study, potential biological resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project has the potential to result in direct and indirect impacts to Burrowing Owl, Mountain Plover, Long Billed Curlew, Short Billed Dowitcher, Loggerhead Shrike, and migratory birds. Implementation of Mitigation Measures BIO-1 through BIO-6 would reduce potentially significant impacts to a less than significant level. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measures (Mitigation Measures BIO-1 through BIO-6), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project. Therefore, the proposed project would result in no new or significant changes to the impacts to biological resources as discussed in the Final EIR.

As discussed throughout this Initial Study, potential cultural resources impacts associated with the construction and operation of a utility-scale PV project at the BESS Project site were evaluated in the Laurel Cluster Solar Farms Project Final EIR. The proposed BESS Project would be located within the previously-approved Laurel Cluster Solar Farm 4 (CUP #17-0027) development footprint. According to the Final EIR, implementation of the Laurel Cluster Solar Farms Project has the potential to result in direct and indirect impacts to cultural resources. Implementation of Mitigation Measures CR-1 through CR-8 would reduce potentially significant impacts to a less than significant level. The addition of the proposed battery storage would not expand or increase the development footprint as previously evaluated and the construction and operation of the BESS Project would generally be the same as evaluated in the prior Final EIR. In addition, the conclusions and mitigation measures (Mitigation Measures CR-1 through CR-8), as attached hereto, identified in the previously-certified Final EIR remain accurate and applicable to the proposed BESS Project. Therefore, the proposed project would result in no new or significant changes to the impacts to cultural resources as discussed in the Final EIR.

- b) **Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**
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b) Potentially Significant Unless Mitigation Incorporated. The Laurel Cluster Solar Farm Project would result in potentially significant project-level impacts involving Aesthetics and Visual Resources, Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, and Hydrology/Water Quality. However, mitigation measures have been identified that would reduce these impacts to less than significant levels. Therefore, the Laurel Cluster Solar Farm Project’s contribution to cumulative impacts is considered less than cumulatively considerable. As demonstrated throughout this Initial Study, the addition of the proposed

BESS Project would not result in no new or significant changes to impacts as discussed in the Final EIR. Cumulative impacts would therefore be less than significant with mitigation incorporated.

- c) **Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?**

c) **Potentially Significant Unless Mitigation Incorporated.** As detailed throughout this Initial Study, the Laurel Cluster Solar Farm Project would result in potentially significant project-level impacts in environmental categories typically associated with indirect and direct impacts to human beings. Specifically, the Laurel Cluster Solar Farm Project would result in potential air quality impacts. However, mitigation measures (Mitigation Measures AQ-1 through AQ-5) have been identified that would reduce these impacts to less than significant levels. Therefore, the Laurel Cluster Solar Farm Project's potential to cause substantial adverse effects on human beings is considered less than significant with mitigation incorporates. As demonstrated throughout this Initial Study, the addition of the proposed battery storage system would not result in no new or significant changes to impacts as discussed in the Final EIR. Therefore, impacts would remain less than significant with mitigation incorporated.

IV. PERSONS AND ORGANIZATIONS CONSULTED

This section identifies those persons who prepared or contributed to preparation of this document. This section is prepared in accordance with Section 15129 of the CEQA Guidelines.

A. COUNTY OF IMPERIAL

1. Jim Minnick, Director of Planning & Development Services
2. Michael Abraham, AICP, Assistant Director of Planning & Development Services
3. Diana Robinson, Planning Division Manager

B. OTHER AGENCIES/ORGANIZATIONS

1. Public Works Department – Ministerial permits (building, grading, encroachment)
2. Imperial Irrigation District – Rights-of-Way Permit
3. Regional Water Quality Control Board

(Written or oral comments received on the checklist prior to circulation)

1. REFERENCES

1. "County of Imperial General Plan EIR", prepared by Brian F. Mooney & Associates in 1993; and as Amended by County in 1996, 1998, 2001, 2003, 2006 & 2008, 2015, 2016.
2. Laurel Cluster Solar Farms Project Final EIR (2018)
3. Office of the State Fire Marshall. 2022. Fire Hazard Severity Zone Viewer. Accessed, June 8, 2022. <https://egis.fire.ca.gov/FHSZ/>

4. Environmental Document – County of Imperial

Project Name:

Imperial County Development Agreement Concerning Laurel Cluster Solar Farm 3 and 4 (Big Rock 1)

Project Applicant:

92JT 8me LLC

Project Location: The previously-approved The Laurel Cluster Solar Farm 3 Project (CUP #17-0300) site encompasses 587 acres and is located north of Mandrapa Road, west of Westside Road, east of Hyde Road, and south of Interstate 8. The Laurel Cluster Solar Farm 4 (CUP #17-0027) project site encompasses approximately 342 acres and is located north and adjacent to the Westside Main Canal and Mandrapa Road, west of Vogel Road, and east of Liebert Road. The subject development site for this addendum, the Laurel Cluster Solar Farm 4 Battery Energy Storage System Project (BESS Project), encompasses approximately 50 acres within the 1-7-acre southeastern parcel (APN 051-350-015) of the previously approved 342-acre Laurel Cluster Solar Farm 4 Project site.

Project Summary:

Background

On January 15, 2019, the Imperial County Board of Supervisors certified the Final Environmental Impact Report (EIR) and adopted four Conditional Use Permits (CUPs) for the Laurel Cluster Solar Farms Project. The Laurel Cluster Solar Farms Project consisted of four photovoltaic (PV) solar farm facilities and associated infrastructure, which would collectively generate up to 325 megawatts on approximately 1,380 acres. 92JT 8me LLC and 90FI 8me LLC applied for individual CUPs for each of the proposed locations: Laurel Cluster Solar Farm 1 (CUP 17-0028), Laurel Cluster Solar Farm 2 (CUP 17-0029), Laurel Cluster Solar Farm 3 (CUP 17-0030), and Laurel Cluster Solar Farm 4 (CUP 17-0027). Table 1 provides the acreage and proposed MW output of each of the projects.

Table 1. Laurel Cluster Solar Farms Acreage and Proposed Megawatt Output

Project	CUP	Acreage	Proposed MW
Laurel Cluster Solar Farm 1	17-0028	171	40
Laurel Cluster Solar Farm 2	17-0029	280	70
Laurel Cluster Solar Farm 3	17-0030	587	140
Laurel Cluster Solar Farm 4	17-0027	342	75
Total	--	1,380	325

The Board-certified Laurel Cluster Solar Farms Project Final EIR (State Clearinghouse No. 2017121078) determined that all significant impacts could be reduced to a level less than significant with the incorporation of mitigation measures. The potentially significant effects that were mitigated consisted of the following: Aesthetics (specifically related to light and glare), Agriculture Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Hydrology/Water Quality. Figure 1 illustrates the area approved for solar development in 2019 and differentiates between the four individual CUPs.

Project Description

The currently proposed project involves the approval of a Development Agreement, which would allow for a modification to CUP #17-0030 for the Laurel Cluster Solar Farm 3 and CUP #17-0027 for the Laurel Cluster Solar Farm 4. The specific modifications would be subject to the stipulations of the "Imperial County Development Agreement Concerning Battery Energy Storage System (BESS) Component Laurel Cluster Solar Farms Project CUP #17-0027."

The previously-approved Laurel Cluster Solar Farm 3 Project is located on APNs 051-270-027-000, 051-270-047-000, 051-300-008-000, 051-300-009-000, 051-300-030-000, 051-300-039-000, and 051-330-001-000, totaling 587 acres. The previously-approved Laurel Cluster Solar Farm 4 Project is located on APNs 051-330-024, 051-360-038, 051-350-015, 051-350-016, and 051-360-028 (Figure 1), which are privately-owned parcels comprising 342 acres of land. The currently proposed Laurel Cluster Solar Farm 4 Battery Energy Storage System Project (BESS) site (subject

to the Development Agreement) is located on the 107-acre parcel, APN 051-350-015, within the previously-approved Laurel Cluster Solar Farm 4 Project site (Figure 2).

The applicant is requesting to modify the originally approved CUP #17-0030 and CUP #17-0027 to add a battery storage system to the site. The original CUP #17-0030 (Laurel Cluster 3) was approved for 140 MW photovoltaic solar project, including battery storage. CUP #17-0027 (Laurel Cluster 4) was approved for a 75-MW photovoltaic solar project, including battery storage; however, approval of the Development Agreement would require a revised site plan for Laurel Cluster Solar Farm 4 to accommodate a more expansive battery storage system and substation, as well as supporting infrastructure.

Under the existing zoning for the site (A-3 Heavy Agriculture and A-2-R General Agriculture-Rural): Pursuant to Title 9, Division 5, Chapter 9, "Solar Energy Plants" and "Transmission lines, including supporting towers, poles microwave towers, utility substations" are uses that are permitted in the A-3 Zone, subject to approval of a CUP. BESS systems are allowed as an ancillary component to the solar generating facility. However, the Development Agreement includes one Zone Change (ZC #17-0002) to change the zone of the property from A-2-R (General Agriculture-Rural) and A-3 (Heavy Agriculture) to A-2-R-RE (General Agriculture-Rural with Renewable Energy Overlay and A-3-RE (Heavy Agriculture with Renewable Energy Overlay) and a General Plan Amendment (GPA #17-0003) to create an Island Overlay for the project site. The Development Agreement would allow for the development of a Photovoltaic Solar Electrical Generation Facility and a BESS within the Laurel Cluster Solar Farm 3 and 4 under CUP #17-0027, Resolution 2019-16, and CUP #17-0030, Resolution 2019-19.

As shown in Figure 2, under the Development Agreement, the applicant is proposing the following modifications to the previously-approved CUP and within the previously-approved 107-acre parcel. The proposed battery storage system would not result in changes to the size or intensity of disturbance to the previously-approved project footprint as analyzed in the Final EIR):

- Construct and operate a 250-MW battery storage system (BESS facilities) on an area totaling approximately 20 acres; and
- Connect associated infrastructure (primarily an on-site substation(s)/switchyard(s)) to the electrical grid via an existing transmission line on an area totaling approximately 30 acres.

The total combined acreage of the BESS facilities and associated infrastructure within APN 051-350-015 is a 50-acre area within the current footprint of the previously-approved CUP site subject to the Development Agreement.

5. FINDINGS

This is to advise that the County of Imperial, acting as the lead agency, has conducted an Initial Study to determine if the project may have a significant effect on the environment and is proposing the following:

- The Initial Study shows that there is no substantial evidence that the project may have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.

- The Initial Study identifies potentially significant effects but:
 - (1) Proposals made or agreed to by the applicant before this proposed Mitigated Negative Declaration was released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur.

- 1. There is no substantial evidence before the agency that the project may have a significant effect on the environment.

- 2. Mitigation measures are required to ensure all potentially significant impacts are reduced to levels of insignificance.

- Based on the environmental analysis, an ADDENDUM to the Laurel Cluster Solar Farm Project Final EIR has been prepared for the proposed project.

Reasons to support this finding are included in the attached Initial Study. The project file and all related documents are available for review at the County of Imperial, Planning & Development Services Department, 801 Main Street, El Centro, CA 92243 (442) 265-1736.

NOTICE

The public is invited to comment on the proposed Addendum and Initial Study during the 10-day notice period associated with the proposed project.

Date of Determination Jim Minnick, Director of Planning & Development Services

The Applicant hereby acknowledges and accepts the results of the Environmental Evaluation Committee (EEC) and hereby agrees to implement all Mitigation Measures, if applicable, as outlined in the MMRP.

Applicant Signature

Date

SECTION 4

VIII. RESPONSE TO COMMENTS

(ATTACH DOCUMENTS, IF ANY, HERE)

IX. MITIGATION MONITORING & REPORTING PROGRAM (MMRP)

Attached is the adopted MMRP for the Laurel Cluster Solar Farms Project Final EIR. Applicable mitigation measures would be required of proposed BESS Project.

ATTACHMENT D
DEVELOPMENT AGREEMENT

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, RECOMMENDING THE IMPERIAL COUNTY BOARD OF SUPERVISORS APPROVE THE DEVELOPMENT AGREEMENT FOR THE LAUREL CLUSTER SOLAR FARMS 3 AND 4 PROJECTS.

WHEREAS, a Development Agreement has been prepared in accordance with the requirements of the California Environmental Quality Act, the State CEQA Guideline, the County's "Rules and Regulations to Implement CEQA, and the County's Land Use Ordinance, Title 9 as amended; and

WHEREAS, the Planning Commission of the County of Imperial has been delegated with the responsibility of making recommendations to the Imperial County Board of Supervisors for approval of the Development Agreement; and

WHEREAS, public notice of said application has been given, and the Planning Commission has considered evidence presented by the Imperial County Planning & Development Services Department and other interested parties at a public hearing held with respect to this item on December 14, 2022.

NOW THEREFORE, the Planning Commission of the County of Imperial **DOES HEREBY RESOLVE** as follows:

SECTION 1. The Planning Commission has considered the proposed Development Agreement prior to making a decision to recommend that the Board of Supervisors approve the proposed Development Agreement (DA). The Planning Commission finds and determines that the DA is adequate and prepared in accordance with the requirements recommended by the county's director of planning and development services as being consistent with the county's general plan and the provisions of Division 23 of Title 9 of the County of Imperial Codified and has been recommended by the county planning commission that it:

1. Is consistent with the objectives, policies, general land uses, and programs specified in the general plan;

The proposed DA and underlying project have been analyzed and has been found to be consistent with the County's General Plan, and the objectives, policies, general land uses, and programs stated therein. Specifically, the DA is consistent with the County's Land Use Element, Agricultural Element, and Renewable Energy Transmission Element, which are a part of an incorporated within the County's General Plan.

2. Is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is or will be located;

The proposed DA covers a solar project with a battery storage component. The property covered by the DA is zoned A-2 General Agriculture and A-3 Heavy Agriculture, which allows solar with a battery storage component under a valid conditional use permit.

3. Is in conformity with and will promote public convenience, general welfare, and good land use practice;

The proposed DA will promote convenience, general welfare, and good land use practice by requiring the developer of the project to comply with all applicable federal, state, and local land use laws. The DA also requires developer to pay certain impact fees and benefit fees that will be utilized to mitigate impacts caused by the project and further promote the general welfare of the County.

4. Will not be detrimental to the health, safety, or general welfare of the public;

The proposed DA has been analyzed relative to its potential to be detrimental to the health, safety, comfort and welfare of the persons residing or working within the neighborhood of the proposed DA. Staff concluded that the project does not propose land uses, densities, or development patterns that will jeopardize the health and safety of the persons residing or working within the neighborhood of the property. Health, safety, and welfare will not be degraded as a result of this project.

5. Will not adversely affect the orderly development of property or the preservation of property values;

The Commission and the Board of Supervisors has negotiated a development agreement in order to provide for the orderly development of the project; and

6. Will provide significant public benefits.

In addition to other economic benefits (construction jobs, fee payments, etc.), solar generation and battery storage systems employ more full-time employees compared to the full-time employees estimated to be involved in the farming of grass-type crops. In addition, the County of Imperial has adopted a Renewable Energy and Transmission Element of its General Plan in recognition of the fact that, among other things, renewable energy projects offer “fiscal benefits from increased economic activity and local employment opportunities that do not threaten the economic viability of other industries.” The conclusion that the Project will have a clear long-term economic benefit to the County.

NOW, THEREFORE, based on the above findings, the Planning Commission of the County of Imperial **DOES HEREBY RECOMMEND** that the Board of Supervisors approve the proposed Development Agreement for the Laurel Cluster Solar Farms 3 and 4 Projects.

Rudy Schaffner, Chairperson
Imperial County Planning Commission

I hereby certify that the preceding resolution was taken by the Planning Commission at a meeting conducted on **December 14, 2022** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Jim Minnick, Director of Planning & Development Services
Secretary of the Planning Commission

Recording requested by, and
when recorded return to:

County of Imperial
County Executive Office
940 W. Main Street, Suite 208
El Centro, CA 92243

**Imperial County Development Agreement Concerning Laurel Cluster Solar Farm 3 and 4
(Big Rock 1)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the **County of Imperial**, a political subdivision of the State of California, (“County”) and **92JT 8me, LLC**, a Delaware limited liability company licensed to do business in the state of California (“Developer”) (individually, “Party;” collectively, “Parties”) with respect to the development of real property in the County, known as the Laurel Cluster Solar Farm 3 and 4 (Big Rock 1) (“Project”).

1. **AUTHORIZATION.** California Government Code Sections 65864 through 65869.5 and Title 9, Division 23 of the County of Imperial Codified Ordinances (Sections 92301 – 92309) authorize the County to enter into binding development agreements with persons having legal or equitable interests in real property for the development of the property in order to establish certainty in the development process.

2. **PROPERTY AND PROJECT DESCRIPTION.**

2.1. **Property Description.** The real property which is the subject of this Agreement consists of individual parcels within the Laurel Cluster Solar Farm 4 (Big Rock 1) CUP #17-0027, specifically, Assessor’s Parcel Numbers (APNs) 051-350-015, 051-350-016, 051-360-038, 051-360-028, and 051-330-024 (Resolution 2019-16) and Laurel Cluster Solar Farm 3, CUP #17-0030, APNs 051-270-027-000, 051-270-047-000, 051-300-008-000, 051-300-009-000, 051-300- 030-000, 051-300-039-000, and 051-330-001-000. This is an area totaling 342 and 587 acres in Imperial County, California approximately ten (10) miles west and southwest of the City of El Centro and approximately 13 miles west and northwest of Calexico and is more particularly described in **Exhibit “A”** attached hereto (“Property”).

Project Description. The development that is the subject of this Agreement consists of the Project as described in the Final Environmental Impact Report (“FEIR”) certified by the Board of Supervisors. Generally, the Project consists of the development of a Photovoltaic Solar Electrical Generation Facility (PV) and a Battery Energy Storage System (BESS) within the Laurel Cluster Solar Farm 3 and 4 (Big Rock 1) under Conditional Use Permit (CUP) #17-0027, Resolution 2019-16, and CUP #17-0030, Resolution 2019-19.

The Developer intends to construct 250 MW of BESS facilities (totaling approximately 20 acres), and associated infrastructure and ancillary components (totaling approximately 30 acres) on APN # 051-350-015 (50 acres). Additionally, the balance of acres remaining within APN 051-350-015 would be available for up to one hundred and twenty-five (125) MW of PV and is more particularly described in Exhibit “A” attached hereto (“Project”).

The Developer intends to allow any remainder of the parcel 051-350-015 to be farmed or remain in cultivation. However, if continued cultivation of the remainder of the parcel cannot be secured, the Developer would manage the fallowed lands in accordance with conditions of approval outlined in CUP #17-0027 and #17-0030, as applicable.

Power provided by the Project would be delivered from an on-site substation(s)/switchyard(s) to the electrical grid via an existing transmission line.

The project will comprise of two (2) Conditional Use Permits to develop a utility-scale photovoltaic solar energy power plant and storage complex incorporating lithium ion batteries and/or flow battery technologies throughout the Project site (“CUP”); one (1) Zone Change to change the zone of Property from A-2-R (General Agriculture-Rural) and A-3 (Heavy Agriculture) to A-2-R-RE (General Agriculture-Rural with Renewable Energy Overlay) and A-3-RE (Heavy Agriculture with Renewable Energy Overlay) (“ZC”); (1) one amendment to the Imperial County’s General Plan Renewable Energy and Transmission Element to create an Island Overlay for the project site, as defined in County Code section 91701.01; and one (1) Development Agreement.

3. **LEGAL OR EQUITABLE INTEREST IN PROPERTY.** Although Developer is not the owner of the Property upon which the Project is to be constructed, the Project has executed binding Options to Lease and/or Purchase Agreements to obtain exclusive rights to develop and construct the Project as contemplated. Property Owners agree to support and facilitate the approval of any necessary permits and/or permit modifications as necessary to support project development. Property Owners agree to enter into and be bound by this Development Agreement.

4. **APPROVALS.**

4.1. This Agreement was approved by Ordinance No. _____ (“DA Ordinance”), adopted on _____, 2022, and shall be effective on the date the DA Ordinance becomes effective (“Effective Date”)

4.2. As of the Effective Date, this Agreement has been given all required discretionary approvals from the following County entities:

4.2.1. Environmental Evaluation Committee;

4.2.2. Planning Commission;

4.2.3. Board of Supervisors.

- 4.3.** County and Developer agree that the Planning Commission and Board of Supervisors provided their recommendations and discretionary approvals for the Project and received all public testimony thereon at public hearings properly noticed as provided in Government Code Sections 65867, 65090, and 65091, and County of Imperial Codified Ordinances Section 92303, in addition to any other notice required by law for other actions considered concurrently with the Agreement.
- 4.4.** County and Developer agree that all environmental impacts associated with the development of the Project as provided under this Agreement have been analyzed and adequately addressed in the FEIR in accordance with the California Environmental Quality Act (“CEQA”), and that the adoption of this Agreement will not result in any new or different significant environmental effect, or substantial increase in severity of a previously identified significant environmental impact considered in the certified FEIR.

5. ENTITLEMENTS; STATUTORY REQUIREMENTS FOR DEVELOPMENT AGREEMENT; PERMITTED USES; DENSITY/INTENSITY OF USE; HEIGHT AND SIZE; DEDICATION OF PUBLIC LANDS.

- 5.1. Entitlements.** The County’s Board of Supervisors has approved the following land use entitlements for the Property, which entitlements and their implementation are the subject of this Agreement:
- 5.1.1.** FEIR (SCH #2017121078) (2018), and NOD (2022) (as amended).
- 5.1.2.** CEQA Findings and Mitigation Monitoring and Reporting Program (“MMRP”) #2019-14, including a Burrowing Owl Mitigation Plan.
- 5.1.3.** Water Supply Assessment.
- 5.1.4.** GPA #17-0003 to create an Island Overlay for the Project site. General Plan Amendment (GPA) #17-0003, Resolution 2019-15.
- 5.1.5.** ZC #17-0002 _____ to change the zone of the Property from A-2-R (General Agriculture-Rural) and A-3 (Heavy Agriculture) to A-2-R-RE (General Agriculture-Rural with Renewable Energy Overlay) and A-3-RE (Heavy Agriculture with Renewable Energy Overlay) and Zone Change(s) #17-0002, Resolution 2019-15.
- 5.1.6.** Laurel Cluster Solar Farm 4 (Big Rock 1) CUP #17-0027 and #17-0030 to develop a utility-scale photovoltaic solar energy power plant and storage complex incorporating lithium-ion batteries throughout the Project site.
- 5.1.7.** Height Variance(s) #18-0003

- 5.2. **Permitted Uses.** The permitted uses of the Property are those uses authorized and described in the CUP, including PV, BESS, and associated infrastructure those uses described in the FEIR, and those uses allowed by right and conditionally within the existing zones. the zone change has already been approved.
- 5.3. **Density/Intensity of Use.** The permitted density and intensity of use shall not exceed the density and intensity of the uses authorized and described in the CUP, those uses described in the FEIR (as amended), or those uses allowed by right and conditionally within the existing zones. the zone change has already been approved.
- 5.4. **Height and Size.** The permitted height and size of proposed structures shall be the limits allowed by the existing zones.
- 5.5. **Dedication/Reservation Public Lands.** The provisions for reservation or dedication of lands for public purposes are those described in the FEIR (as amended) for open space or habitat protection.

6. **DURATION OF AGREEMENT AND ENTITLEMENTS; PHASING; EARLY TERMINATION OF CUPS.**

- 6.1. The term of this Agreement shall commence on the Effective Date as defined in Paragraph 4.1 and shall extend for a period of ten (10) years following the Effective Date. This Agreement may be extended by mutual agreement of the Parties, or by authorization of the Planning Director, as set forth in the County of Imperial Codified Ordinances. Should the Project be subject to litigation the Term of this Agreement shall be extended accordingly.
 - 6.1.1. Any building permit under which construction has not commenced within three (3) years of issuance, and any CUP on which Commencement of Construction (as defined below) has not commenced by the tenth (10th) anniversary of the Effective Date of this Agreement, shall be of no further force and effect, unless otherwise extended.
 - 6.1.2. As used here, “Commence Construction” or “Commencement of Construction” means the earlier of the date on which Developer has submitted the necessary materials to obtain a grading permit or building permit, as may be applicable, in reliance on a CUP.
- 6.2. Developer represents and warrants that the BESS Project is compliant with County Ordinances sections 90508.02 and 90509.02 in an A-2 and A-3 zone, as applicable, such that construction on the BESS Project and PV portion of the Project may proceed concurrently. This agreement would permit the construction on the BESS portion first; construction shall commence on said BESS portion of the Project by the third (3rd) anniversary of the Effective Date of this Agreement. Construction shall commence on the PV portion of the Project by the fifth (5th) anniversary of the Effective Date of this Agreement, with completed construction by the seventh (7th) anniversary of the Effective Date of this Agreement. The PV portion of the Project shall comprise at least a 125 MW power plant.

- 6.2.1. As used here, “Completed Construction” or “Completion of Construction” means the date on which Developer has met the requirements necessary to obtain a Certificate of Operation / Occupancy from the Imperial County Planning & Development Services Department.
- 6.2.2. As consideration for allowing Developer to begin initial work on the BESS Project, to ensure that buildout of the 125 MW PV power plant is built within seven years, and to ensure compliance with Developer’s obligation to meet County codes, Developer shall deposit in a County impound account managed by the Treasurer-Tax Collector the minimum sum of **five hundred thousand dollars (\$500,000)** (“Reimbursement Amount”). County may periodically draw on the Reimbursement Amount impound account in its sole discretion during the seven-year period prior to the completion of the 125 MW PV power plant to pay for any reasonable costs, obligations, and expenses required or arising under this Agreement and for costs outstanding due to a breach of this Agreement. Such periodic withdrawals shall be nonrefundable.
- 6.2.3. In addition to the terms and conditions of approved CUP #17-0027 and #17-0030, the Developer shall pay on or before the issuance of the 1st Building Permit a nonrefundable contribution of **two million five hundred thousand dollars (\$2,500,000)** (“Nonrefundable Contribution Amount”) to go towards, among other projects and in County’s sole discretion, the Seeley Fire Station and Cooling Center County Project No. SR49337, to include an On-Site PV Solar Generation System and EV Charging Station—a project with a communitywide benefit and related to renewable energy. However, this Nonrefundable Contribution Amount may be used for other public projects and purposes in County’s sole discretion.
- 6.2.4. Upon satisfactory completion of construction of the 125 MW PV portion of the Project by the seventh (7th) anniversary of the Effective Date of this Agreement, County shall reimburse Developer the Reimbursement Amount remaining in the impound account without interest. Failure to complete construction of the PV portion of the Project by the seventh (7th) anniversary of the Effective Date of this Agreement will result in forfeiture of the Reimbursement Amount.
- 6.3. The term of this Agreement may terminate sooner pursuant to Sections 9, 19, 23, and 37.
- 6.4. This Agreement shall run with the Property for the term of this Agreement and shall bind each and every owner of such Property per Section 3 of this Agreement.
- 6.5. Notwithstanding any other provision to the Agreement or the entitlements, in no event shall any entitlement exceed forty (40) years from the Effective Date of this Agreement. Such termination of the entitlements is consensual and shall not be subject to a public hearing. Note: the CUP may be extended for an additional ten

(10)-year period by the appropriate County entity (either the Planning Director, the Planning Commission or the Board of Supervisors as set forth in the applicable County of Imperial Codified Ordinances) upon a finding that the Project is in compliance with all conditions of the CUP as stated herein and any applicable Land Use regulation of the County of Imperial. If an extension is necessary, the Permittee shall file a written extension request with the Planning Director at least sixty (60) days prior to the expiration date of the permit. Such an extension request shall include the appropriate extension fee.

- 6.6** If the Developer fails to construct the PV Portion of the Project by the seventh (7th) anniversary of the Effective Date of this Agreement, CUPs #17-0027 and #17-0030 shall not be extended and shall terminate upon their 30th years.

7. RULES, REGULATIONS, AND POLICIES.

7.1. County acknowledges that Developer would not enter into this Agreement or agree to provide the public benefits and improvements described in this Agreement if it were not for the commitment of the County that the Property can be developed, in accordance with County's ordinances, rules, regulations, and policies, including but not limited to those governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications applicable to the development of the Property existing as of the Effective Date of this Agreement.

7.2. The Property shall not be subject to any subsequently enacted amendment, modification of, or substitution for, the General Plan, zoning, or subdivision ordinances without the mutual written consent of the County and Developer, except as otherwise provided here.

7.3. Except as otherwise provided in this Agreement, Developer shall have the right, to the fullest extent permitted under California Government Code Sections 65864 et seq. and provisions of the County of Imperial Codified Ordinances to: (1) develop the Property in accordance with this Agreement, rules, regulations, ordinances, policies, conditions, environmental regulations, exactions, entitlements, assessments, payments, and fees applicable to and governing development of the Property in effect as of the Effective Date of this Agreement; and (2) develop the Property with respect to the permitted use(s) of land, density, and intensity of use(s), and timing and phasing of development as generally described in this Agreement and in the entitlements set forth in Section 5 of this Agreement in effect as of the Effective Date of this Agreement, provided that:

7.3.1. Developer acknowledges that the Project must comply with all future amendments, modifications, or alterations of County's building, plumbing, mechanical, electrical, signage, and fire codes.

7.3.2. If a conflict between this Agreement and federal or State laws or regulations arises that prevents or precludes compliance with one or more provisions of

this Agreement, such provisions of the Agreement shall, without further action by either Party, be deemed suspended as may be necessary to allow continuous compliance with such State or federal laws or regulations, and such suspension shall mean that non-compliance with such suspended provisions shall not be a breach of this Agreement from and after the date on which such conflict arose. County and Developer shall meet and confer in good faith in a reasonable attempt to modify the suspended terms of this Agreement to the extent feasible so that such terms, as modified, can be met without conflicting with federal or State laws or regulations.

- 7.3.3. Nothing in this Agreement shall be construed to be in derogation of County's police power to protect the public health and safety in the event of a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services involving the Property or the community.
- 7.3.4. Developer acknowledges that the Project must comply with any new or amended ordinance, resolution, rule, regulation, or policy that does not conflict with the entitlements, or those ordinances, resolutions, rules, regulations, and policies in effect at the Effective Date, and that is generally applied equally to all real property in the County with the same zoning designations and/or land uses. A conflict is one that would significantly limit the authorized disturbance area within the CUP#17-0027 and #17-0030. Developer further acknowledges that this Agreement does not prevent the County from denying or conditionally approving any subsequent discretionary development project application on the basis of such existing or new rules or regulations.
- 7.3.5. This Agreement shall not be construed to limit the authority or obligation of County to hold necessary public hearings, or to limit the discretion of County or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlements of use that require the exercise of discretion by County, or any of its officers or officials, provided that subsequent discretionary actions: (1) shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by this Agreement and the other entitlements in effect as of the Effective Date of this Agreement; and (2) shall not be inconsistent with the entitlements.

- 8. **INFRASTRUCTURE CAPACITY**. Subject to conditions of approval requiring specific upgrades, County hereby acknowledges that it has been informed that the Project will have sufficient capacity in its infrastructure, services, and utility systems, including without limitation, traffic circulation, flood control, water supply treatment, distribution, and service, to accommodate the Project.

9. PUBLIC BENEFITS PROVIDED BY DEVELOPER. County acknowledges that Developer's performance under this Agreement provides significant public benefits to County, including, but not limited to:

9.1. FEIR Mitigation Measures and Conditions of Approval. Notwithstanding any other provision in this Agreement to the contrary, if Developer elects to develop the Project on the Property, Developer shall be bound by, and shall perform, all CUP #17-0027 and #17-0030 provisions, conditions of approval and mitigation measures for which Developer is responsible as contained in the Project entitlements and certified FEIR (as amended) for the Project, as well as those provided in this Agreement, and failure to do so without prior County authorization shall be a default under this Agreement as well as CUP#17-0027 and #17-0030. In the event of a conflict among the terms of Agreement, CUP#17-0027 and #17-0030, and the FEIR / MMRP, the hierarchy of documents that shall control the Parties' rights and obligations are the FEIR, the Agreement, MMRP, then CUP #17-0027 and #17-0030.

9.2. Sales Tax Benefit.

9.2.1. To the extent permitted by applicable local, state, and Federal law, Developer will require that all qualifying contractors and subcontractors exercise their option to obtain a California Department of Tax and Fee Administration ("CDTFA") sub-permit for the jobsite and allocate all eligible sales and use tax payments to County and the Local Transit Authority ("LTA").

9.2.2. Prior to commencement of any construction activity onsite, Developer shall require that the contractor or subcontractor provide County with a copy of their CDTFA account number and sub-permit. Developer shall either cause its construction contractor to treat the Project in accordance with California Sales and Use Tax Regulation 1521(b)(2)(B), California Sales and Use Tax Regulation 1521(c)(13)(B), and California Sales and Use Tax Regulation 1826(b) for sales and use tax purposes, or form a "Buying Company," as defined in the California Sales and Use Tax Regulation 1699(h). Developer may adopt an alternate methodology to accomplish this goal if such methodology is approved by the County's Executive Officer prior to issuance of any building permit.

9.2.3. No later than forty-five (45) days after the due date for filing sales and use tax returns for each calendar quarter, occurring after the commencement of any construction activity on-site through and including the first anniversary of commercial operating date ("COD"), Developer shall report, or cause its general contractor to report to County, the total amount of sales and use taxes related to the Project that are allocated to the County, and reported on Developer's, general contractor's and subcontractors' applicable California sales and use tax returns.

9.2.4. *Guarantee Amounts.* Prior to the issuance of any building permit for the Project, Developer shall provide County with a guarantee of the minimum sales and use that will be received by County and LTA under existing applicable sales and use tax laws. The guarantee amount shall be based on the projected construction of a one hundred and twenty five megawatt (125 MW) photovoltaic solar electrical generation facility; with a battery storage system capacity of two hundred fifty megawatt (250 MW). Should Developer choose to develop the Project in phases and receives the required approvals from County to do so, then Developer shall provide a separate guarantee amount for each phase of the project based on the total storage capacity in megawatts for the applicable phase.

- (a) Developer warrants that the sales/use tax guarantee amounts to be provided to County as mandated in this Subparagraph 9.2.4 shall be true and accurate estimates of the projected sales and use taxes that will be generated for this Project. Developer shall provide County with evidence of the projected sales/use taxes for the Project, including but not limited to sales tax receipts, and executed or anticipated engineering contracts, procurement contracts, and construction contracts. If the Parties are unable to agree upon a guarantee amount, then the dispute shall be referred to an independent accountant mutually acceptable to both Parties. The costs for such nonbinding mediation shall be borne by Developer.
- (b) Developer warrants that the sales/use tax guarantee amounts to be provided to County as mandated in this Subparagraph 9.2.4 will incorporate any and all sales/use tax exemptions that Developer and/or its contractors and subcontractors intend to utilize, and that such exemptions will be disclosed to County fully and in good faith prior to the issuance of any building permit for this Project.
- (c) Developer understands and acknowledges that the sales/use tax guarantee amounts to be provided to County as mandated by this Subparagraph 9.2.4 are a part of the consideration to be received by County in return for entering into this Agreement, and further understands and acknowledges that County would not enter into this Agreement but for said guarantee from Developer.

9.2.5. In the event that County and / or LTA receives less than the amount of sales/use taxes guaranteed pursuant to Subparagraph 9.2.4, then Developer shall pay, as and when provided below, to County or LTA as applicable, the amount of the applicable shortfall.

9.2.6. *Adjustments to Guarantee Amounts.*

- (a) The amount of sales and use tax anticipated to be generated is based on the projected construction of an approximately 125-megawatt

Photovoltaic Solar Electrical Generation Facility (PV) and a 250 megawatt (MW) Battery Energy Storage System (BESS) located within the Laurel Cluster Solar Farm 4 (Big Rock 1) comprising 342 acres under Conditional Use Permit (CUP) #17-0027, Resolution 2019-16, and Laurel Cluster Solar Farm 3, comprising 587 acres under CUP #17-0030, Resolution 2019-19.

- (b) To the extent of any reduction in the size of the Project as the result of any final ruling, stipulated judgment, or settlement, the sales/use tax guarantee amounts mandated under Subparagraph 9.2.4 shall be reduced pro rata based on the size of such reduction.
- (c) Should Developer become aware of a change in circumstances that would materially affect the sales/use tax guarantee amount, then Developer shall, within thirty (30) days of learning of such change in circumstances, inform the County in writing of the change in circumstances. If the County determines that such change in circumstances warrants an adjustment to the sales/use tax guarantee amount, then County shall negotiate in good faith with Developer in revising the sales/use tax guarantee amount. If the Parties are unable to agree upon a revised guarantee amount, then the dispute shall be referred to an independent accountant mutually acceptable to both Parties. The costs for such nonbinding mediation shall be borne by Developer. Failure of the Developer to inform the County of the change in circumstances shall constitute a waiver of Developer's ability to seek any adjustment to the sales/use tax guarantee based on such change in circumstances.

9.2.7. The complete sales/use tax guarantee amount due to County and LTA for the Project must be received within one (1) year after COD for this Project, or such later date as any applicable sales/use tax is due or is transmitted from the CDTFA, unless it is delayed due to causes beyond Developer's control or for which Developer is not responsible. If, within one (1) year after issuance of the final certificate of occupancy, or such later date as any applicable sales/use tax is due or is transmitted from the CDTFA, the sales/use taxes received by the County are less than the sales use tax guarantee amounts mandated under Subparagraph 9.2.4, then Developer shall pay the difference to the County.

9.2.8. Payments to County and LTA as a result of a shortfall shall be due within forty-five (45) calendar days of Developer's receipt of written notice of shortfall from the County. Failure to make such payment within the forty-five (45) day timeframe shall be considered a default pursuant to Section 18 of this Agreement, and may lead to termination of this Agreement. Developer hereby agrees to pay interest at the rate of six percent (6%) per annum of the payment due for any payment received by County beyond the forty-five (45) day due date. The obligation to pay interest shall survive the

termination of this Agreement. The obligation to pay interest shall be stayed for up to thirty (30) calendar days when such amounts are disputed in good faith, so long as Developer submits the payments “under written protest” with a complete explanation of the reasons for the protest. Upon resolution of the protested payment, such late charges may be assessed if it is determined by County that the dispute was not made in good faith. Repeated protests of the same point rejected in a prior protest shall be considered a protest in bad faith. Any such payments later found not to be due by Developer shall be refunded by County promptly, and in all events within thirty (30) calendar days after the determination of the amounts owing is made.

9.2.9. In the event that Developer repowers or replaces the equipment onsite, to the extent permitted under then applicable law, each site shall be designated as the “point of sale” so as to create an additional local tax-funding source for the County of Imperial.

9.3. Office of Emergency Services Obligations. In consideration of the potential hazards to County Office of Emergency Services (“Fire/OES”) employees associated with responding to fires originating at utility-scale energy storage sites such as the Project, Developer agrees to provide the following:

9.3.1. Reviews for plans and inspections will be done by a third-party consultant determined by the Fire Department at the applicant’s expense as per California Fire Code Chapter 1 [A] 104.7.2 Technical Assistance. The third-party consultant shall be based in the United States and have experience with the California Fire Code. This will be at the discretion of the Fire Department.

9.3.2. Prior to the issuance of the first grading permit for the Project, Developer shall purchase, or contribute its proportionate share associated with the cost of the purchase, of a Type 1 fire engine, which shall meet all National Fire Protection Association (“NFPA”) standards for structural firefighting. Final cost, conditions, and equipment to be installed on the Type 1 fire engine shall be reasonably determined by Fire/OES, and the total cost of the Type 1 fire engine shall be at current market value.

(a) The County shall be responsible for managing the reimbursement component of this condition.

9.3.3. Developer shall pay County Fire/OES two hundred and fifty dollars (\$250) per megawatt, for the construction of a two hundred fifty-megawatt (250 MW) battery storage system, to provide additional training, equipment, and operational needs of County Fire/OES for the life of the Project. Developer shall pay County Fire/OED fees as identified on Condition Use Permit 17-0027, Section S-10 Public Services (9) and (10). Payment shall be made prior to issuance of the grading permit for the

Project, or for each phase of the Project, whichever is applicable. Upon issuance of the first Certificate of Occupancy, twelve (12) months thereafter, annual payments shall begin to accrue for energy producing facilities with respect to the Project. In no event shall the payments begin to accrue later than thirty (30) days after the Construction Commencement Date.

(a) Cost associated with Section 9.3.3 shall annually adjusted on January 1st to add a CPI (Los Angeles) increase. Such costs associated with these items can be readjusted in the County's sole discretion if a new service analysis is prepared and that service analysis is approved by both the County and the Developer.

- 9.3.4.** Developer shall provide an approved water supply capable of supplying the required fire flow to the Project as determined by Appendix B of the 2019 California Fire Code. Developer shall be responsible for all costs associated with the provision of the water supply, including but not limited to installation and maintenance. Developer shall also install and maintain private fire service mains and appurtenance in accordance with NFPA section 24. Project will provide adequate Fire water. Fire Department will determine number of gallons to be placed strategically once site plan is reviewed.
- 9.3.5.** An approved automatic fire suppression system shall be installed on all required structures as per the adopted California Fire Code at time of building permit issuance. All fire suppression systems will be installed and maintained to the current adapted fire code and regulations.
- 9.3.6.** An approved automatic fire detection system shall be installed on all required structures as per the California Fire Code. All fire detection systems will be installed and maintained to the current adapted fire code and regulations.
- 9.3.7.** Developer must develop an Emergency Operation Plan in conjunction with local fire service personnel and the AHJ and hold a comprehensive understanding of the hazards associated with lithium-ion battery technology and must incorporate adequate explosion prevention protection as required in NFPA 855 and International Fire Code Chapter 12.
- 9.3.8.** Project access roads and gates will be installed and maintained in accordance with the current adapted fire code. Developer shall maintain a Knox Box for access to the Project site. Developer will install signage that identifies the contents of an ESS as required on all ESS installations to alert first responders to the potential hazards associated with the installation.

9.3.9. Developer shall provide product containment areas(s) for both product and water run-off. All product and water runoff shall be retained for removal in accordance with applicable law.

9.3.10. All hazardous materials shall be handled, stored, and disposed of in accordance with an approved Hazardous Waste Materials Plan (“HWMP”). All spills shall be documented and reported to County Fire/OES and the County Certified Unified Program Agency as required by applicable law. The Hazardous Waste Material Plan shall be submitted to Certified Unified Program Agency (CUPA) for their review and approval.

9.3.11. Any Fire Mitigation Payments set out in the CUP are separate from the payments required under this section.

9.4. Imperial County Sheriff’s Office Obligations. In consideration to Imperial County Sheriff’s Office (“ICSO”) employees associated with travel to and from Developer shall pay County Fire/OES two hundred and fifty dollars (\$250) per megawatt, for the construction of a two hundred fifty-megawatt (250 MW) battery storage system project patrol checks and project site security or response for calls for service, Developer agrees to provide the following:

9.4.1. Prior to the issuance of the first grading permit for the Project, Developer shall contribute its proportionate share of fifty thousand dollars (\$50,000) associated with the cost of the purchase, of 4-wheel patrol vehicle. Final cost, conditions, and equipment to be installed on the patrol vehicle shall be determined by the Imperial County Sheriff’s Office, and the total cost of the patrol vehicle shall be at current market value.

9.4.2. Cost for Direct Police Services: recommended that the COA’s reflect a per acre fee. The Developer shall pay a pre-construction fee of one hundred and twenty dollars (\$120) per acre to address the Imperial County Sheriff’s Office expenses for services related to costs for regular security and response to the projected project site. It will provide additional training, equipment, and operational needs of Imperial County Sheriff’s Office for the life of the Project. The Developer shall pay an annual post-construction fee of forty dollars (\$40) per acre per year after, for the life of the project. Said fee will be paid to the Imperial County Sheriff’s Office to cover ongoing maintenance and operations costs created by the Project.

9.4.3. Payment shall be made prior to issuance of the grading permit for the Project, or for each phase of the Project, whichever is applicable. Upon issuance of the first Certificate of Occupancy, twelve (12) months thereafter, annual payments shall begin to accrue for energy producing facilities with respect to the Project. In no event shall the payments begin to accrue later than thirty (30) days after the Construction Commencement Date.

- (a) Cost associated with item 9.4.2 above shall annually adjusted on January 1st to add a CPI (Los Angeles) increase. Such costs associated with these items can be readjusted in the County’s sole discretion if a new service analysis is prepared and that service analysis is approved by both the County and the Developer.

9.4.4. Any Law Enforcement Mitigation Payments set out in the CUP are separate from the payments required under this section.

10. **VALUE OF PAYMENTS.** In addition to other provisions of this Agreement, all payments referenced in this Agreement shall escalate annually beginning on January 1, 2023, based upon the Consumer Price Index – Los Angeles SMSA – all urban consumers (“CPI”), but in no case shall the CPI be less than zero (0).

11. **EMINENT DOMAIN.** The Parties to this Agreement understand and acknowledge that County has no present or foreseeable future need to acquire public access to the Project not already authorized under the CUP and/or County-issued entitlements for this Project. However, should a future need arise in which County requires additional public access to the Project, County shall, before engaging in any eminent domain proceedings, meet and negotiate in good faith with Developer concerning the proposed public access to the Project.

12. **PERIODIC REVIEW.**

12.1. County shall review the extent of good faith compliance by Developer with the terms of this Agreement at least every twelve (12) months pursuant to California Government Code section 65865.1.

12.2. Upon written request from the County, Developer shall have the duty to demonstrate its good faith compliance with the terms of this Agreement.

12.3. Any County failure to annually review Developer’s compliance with the terms and conditions of this Agreement shall not constitute or be asserted by County or Developer to be a breach or default of the Agreement, and shall not be used as grounds to amend, modify, alter, or terminate the Agreement.

13. **ASSIGNMENT AND DELEGATION.** As set out here, Developer may sell, transfer, or assign (collectively, “assign”) all or part of Developer’s rights, title and interest in the Project. This Agreement shall be binding on all successors in interest of the Developer pursuant to County of Imperial Codified Ordinances Code Section 92325.

13.1. **Partial Assignment.** When one or more CUP is assigned, but the assignment is of less than the entire Project area, the assignment is referred to herein as a “partial assignment.” The assignment, including but not limited to any partial assignment, shall expressly include the assignment and assumption of all rights, duties, and obligations arising under or from this Agreement, other County-issued entitlements and the MMRP applicable to the CUP. There shall be no assignment of less than the entire CUP area, and any such attempted assignment is void.

- 13.2.** Developer shall not, without prior notification to the Imperial County Planning and Development Services Department, assign, sell, transfer, or grant control of the Project, or any right or privilege therein granted by the CUP. The Developer shall provide a minimum of forty-five (45) days written notice prior to any proposed transfer becoming effective. An approved assignment agreement shall be in place for the new Project owner to build and maintain as agreed to by the conditions set forth in this Agreement. The County Assessor's Office shall be notified of any ownership change.
- 13.3.** Within fifteen (15) calendar days after an assignment: (1) Developer shall notify the County, in writing, of such assignment and shall provide County with both: (a) an executed copy of the assignment evidencing that the assignee expressly assumes all the assigned duties and obligations of Developer under this Agreement, other County-issued entitlements, and the MMRP applicable to the CUP area; and (b) Developer's requested form of release of such duties and obligations related to that CUP area; (2) assignee shall provide County with the assignee's financial security equal in value to the financial security required of Developer by the Project entitlements including any and all entitlement-required increases to secure performance of its obligations with respect to the portion of the Project assigned, including but not limited to that for the decommissioning and reclamation plan; and (3) Developer and/or assignee shall provide any and all additional information necessary to determine the sufficiency of such replacement financial security. As used here "financial security" may mean one or more security instruments which can include letters of credit, performance bonds, or other forms of security consistent with those previously accepted by the County for this or other development projects in the County.
- 13.4.** Within forty-five (45) calendar days of delivery of the information required under Paragraph 13.3, the County Planning and Development Services Department shall determine the sufficiency of the replacement security in its reasonable discretion, which can include letters of credit, performance bonds, or other forms of security consistent with those previously accepted by the County for this or other development projects. The County shall have the discretion to require security having a greater value (i.e. a larger face amount) than the security being replaced related to that CUP area when such security is subject to increase pursuant to the provisions of the CUP. Notwithstanding the failure of any assignee to execute the assignment or provide the required security, the burdens of this Agreement shall be binding upon such assignee, but the benefits of this Agreement shall not inure to such assignee until and unless such assignment is executed, and such security is provided and the County has delivered a written release to Developer confirming the sufficiency of the replacement security.
- 13.5.** Notwithstanding any sale, transfer, or assignment, Developer shall continue to be obligated under this Agreement until the County executes a release of such financial security. The County's unreasonable failure to approve the assignment or execute such release may be a default under Section 18 of this Agreement.

- 13.6. County shall be reimbursed by Developer for any costs of review of the replacement financial security instrument(s).
14. **RELATIONSHIP OF COUNTY AND DEVELOPER.** The contractual relationship between County and Developer arising out of this Agreement does not create an agency relationship.
15. **INDEMNIFICATION AND HOLD HARMLESS.**
- 15.1. Developer shall indemnify and shall hold the County, its officers, agents, attorneys and employees harmless from third-party liability, claims, demands, expenses or costs, including but not limited to costs of experts and separate attorneys chosen by County at County's sole discretion: (1) to attack, set aside, void or annul this Agreement, any entitlement, CUP, approval or the certification of any environmental document accompanying such entitlements, or any determination made under such CUP or this Agreement, whether there is concurrent, passive, or active negligence on the part of the County, its officers, agents, attorneys, or employees; or (2) for personal injury (including but not limited to death), property damages, just compensation, judicial or equitable relief, arising or alleged to arise from the direct or indirect operations of the Developer or its contractors, subcontractors, agents, employees, or other persons acting on Developer's behalf that relate to the Project (including but not limited to Developer's actions or failure to act in drilling, grading, construction, operation, abandonment, reclamation or decommissioning) of the Project or any CUP.
- 15.2. Developer shall execute County's most current form of indemnification funding agreement. County and Developer shall cooperate in the defense against claims subject to these indemnities and Developer shall enter into the applicable form of agreement to confirm such joint defense. Notwithstanding, Developer's failure to provide payment of any fees or costs required under this Agreement shall cause Developer to be in non-compliance with this Agreement. Upon notification of such non-compliance, County may, at its sole discretion, cease processing of the Project or defending any lawsuit or paying for costs associated with the Project.
16. **AMENDMENT OR CANCELLATION.** This Agreement may be amended or canceled by the mutual consent of County and Developer, in the manner set forth in California Government Code section 65868 and County of Imperial Codified Ordinances Sections 92306.00 and 92306.01.
17. **MINOR MODIFICATION.** Unless as otherwise required by law (including but not limited to the County of Imperial Codified Ordinances) interpretations and minor modifications or changes can be made to the Project with the mutual agreement of Developer and the County's Planning Director, only in one (1) of the following circumstances:
- 17.1. Where the change is: (i) ministerial or mutually agreeable to the County's Planning Director and Developer; (ii) constitutes an administrative interpretation or less than

significant amendment; (iii) constitutes a change or technical modification to the design, construction, and/or operation of the Project under the existing applicable rules, regulations, and laws of the County; or (iv) amends the CUP to allow development and operation of the Project subject to two or more CUPs, provided that the subsequent CUPs shall be bound by the effective date and term of the original CUP, and does not:

17.1.1. Alter the permitted uses of the Property as a whole or within any CUP;

17.1.2. Increase the density or intensity of use of the Property as a whole or within any CUP;

17.1.3. Increase the maximum height and size of permitted buildings or structures;

17.1.4. Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole;

17.1.5. Conflict with a condition of approval or MMRP provision; or

17.1.6. Constitute a discretionary approval by the County for which a subsequent or supplemental environmental impact report would be required pursuant to Section 21166 of the California Public Resources Code.

17.2. Where the change is ministerial, mutually agreeable to County and Developer, and constitutes an administrative interpretation, less than significant amendment, or change or technical modification to the design, construction, and/or operation of the Project under the existing applicable rules, regulations, and laws of non-County agencies as to Project matters within their sole jurisdiction.

18. **DEFAULT.** A default under this Agreement shall be deemed to have occurred upon the happening of one or more of the following events or conditions:

18.1. A warranty, representation, or statement made or furnished in this Agreement by either Party proves to have been false in any material respect when it was made.

18.2. A finding by County pursuant to County of Imperial Codified Ordinances Sections 92308.00 and 92308.01, based on substantial evidence, that the Developer has not complied in good faith with one or more of the terms or conditions of this Agreement.

18.3. Any other act or omission by either Party which breaches or materially interferes with the terms of this Agreement.

18.4. A default under this Agreement with respect to obligations owed to the County by the Developer shall not constitute a default under this Agreement to the extent this Agreement has been partially assigned to another entity in accordance with Section 13, and a default under this Agreement with respect to obligations owed to

the County by an assignee of a portion hereof in accordance with Section 13 shall not constitute a default under this Agreement by the Developer.

19. PROCEDURE UPON DEFAULT.

19.1. Upon the occurrence of default by Developer or County, prior to any proceedings pursuant to Title 9, Division 23 of the County of Imperial Codified Ordinances, and as an informal resolution procedure prior to any litigation being filed (including but not limited to any breach of contract action), the non-defaulting party shall provide the other party written notice specifying the nature of the alleged default and the actions required to cure such default. Such notice shall not be required in the event the default creates a threat to public health and safety.

19.2. After proper notice, the non-defaulting Party has the option to terminate the Agreement if: (1) the defaulting Party fails to take such actions or otherwise cure such default within forty-five (45) calendar days after the receipt of such notice; or (2) in the event that such default cannot be cured within such forty-five (45) calendar day period but can be cured within a longer time, the defaulting party fails in such forty-five (45) day period to commence the actions necessary to cure such default and to diligently proceed to complete such actions and cure such default.

19.3. All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to County and Developer to pursue in the event there is a default.

20. LEGAL ACTION. Either Party may institute legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation, or to compel specific performance. In no event shall County or its officers, employees or agents be liable in damages for any breach of this Agreement, it being expressly understood and agreed that the sole remedy available to Developer for a breach of this Agreement by County shall be a legal action in mandamus, specific performance (including the return of protested fees or other payments), injunction or declaratory relief to enforce the Agreement.

21. ATTORNEYS' FEES. In the event any legal action is brought to enforce or construe this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees, expert witness and consulting fees, and litigation costs.

22. DISCRETION TO ENCUMBER. This Agreement shall not prevent or limit Developer from encumbering the Property, or any improvement on the Property, by any mortgage, deed of trust, or other security device.

23. ENTIRE AGREEMENT; WAIVER AND RECORDED STATEMENT. This Agreement constitutes the entire understanding and agreement of County and Developer with respect to the matters set forth in this Agreement. This Agreement supersedes all negotiations or previous agreements between County and Developer respecting this Agreement. Any County waivers of the provisions of this Agreement must be authorized

by the terms of this Agreement or by County ordinance, and approved as set out therein. Any waiver by Developer shall be in writing. No waiver of any term or condition of this or any determination of a protest hereunder shall be a continuing waiver or determination hereunder. Upon the completion of performance of this Agreement, or its revocation or termination, a statement evidencing completion, revocation, or termination signed by the appropriate agents of County shall be recorded in the Official Records of Imperial County, California.

24. NOTICES.

24.1. All notices or deliveries required or provided for by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the following:

COUNTY

County of Imperial
Attn: County Executive Officer
940 W. Main St., Suite 208
El Centro, CA 92243

DEVELOPER

92JT 8ME, LLC
4370 Town Center Blvd.
Suite 110
El Dorado Hills, CA 95762

With a copy to:

County of Imperial Planning Department
Attn: Planning Director
801 Main Street
El Centro, CA 92243

24.2. County or Developer may change its address by giving notice in writing to the other Party. All notices or deliveries shall be deemed to have been given when received.

25. CAPTIONS. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify, or aid in the interpretation, construction, or meaning of any provision of this Agreement.

26. RECORDING. The Clerk of the Board shall cause a copy of this Agreement to be recorded with the Office of the County Recorder of Imperial County, California, within ten (10) days following the execution of this Agreement, pursuant to California Government Code section 65868.5.

27. **INTERPRETATION AND GOVERNING LAW.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the state of California.
28. **VENUE.** In the event of any legal or equitable proceeding arising out of or relating to this Agreement, the Parties agree that venue shall lie only in the federal or state courts located in the County of Imperial.
29. **TIME OF ESSENCE.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.
30. **UNENFORCEABLE PROVISIONS.** The terms, conditions, and covenants of this Agreement shall be construed, whenever possible, as consistent with applicable laws and regulations. To the extent that any provision of this Agreement as so interpreted is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.
31. **REPRESENTATION OF CAPACITY TO EXECUTE CONTRACT.** Each Party to this Agreement represents and warrants that the person or persons signing have the authority to execute this Agreement on behalf of the Party represented by those individuals.
32. **NO WAIVER.** The failure of either Party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that Party's right to enforce this or any other term, covenant, or condition of this Agreement at any later date, or as a waiver of any term, covenant, or condition of this Agreement.
33. **COUNTERPARTS.** This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument.
34. **FORCE MAJEURE.** Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations is beyond its reasonable control, such as, floods, earthquakes, acts of God, fires, wars, riots or similar hostilities, strikes, and other labor difficulties. Economic factors shall not be considered beyond the reasonable control of a Party.
35. **GENDER, NUMBER AND INTERPRETATION.** As used herein, the neutral gender includes the masculine and feminine, the feminine gender includes the masculine, and the masculine gender includes the feminine. As used herein, the singular of any word includes the plural. In the event of an ambiguity, there shall be no presumption against the drafter, all Parties hereto being represented by counsel.
36. **FURTHER COOPERATION.** Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement, and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute with acknowledgment or affidavit (if reasonably required) and file or record such required instruments and writings and take any actions as may be reasonably necessary

under the terms of this Agreement to carry out the intent and fulfill the provisions of this Agreement, or to evidence or consummate the transactions contemplated by this Agreement. Notwithstanding the foregoing sentence, if Developer delivers to County a written request for an estoppel certificate confirming that there is no default under this Agreement, that this Agreement is in full force and effect, or that this Agreement has not been amended, then the County shall use its best efforts to respond within twenty (20) calendar days of the provision of such estoppel certificate and all necessary supporting information for such issuance.

37. SURVIVAL. Developer's payment obligations to County as specified in Sections 9 and 10 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have notarized and executed this Agreement as of the Effective Date stated in this Agreement as authorized by Ordinance No. _____ of the Board of Supervisors of the County of Imperial.

County of Imperial

92JT 8ME, LLC

By: _____
Jesus Eduardo Escobar, Chairman
Imperial County Board of Supervisors

By: _____
Thomas Buttgenbach, President

ATTEST:

By: _____
Blanca Acosta, Clerk of the Board,
County of Imperial, State of California

By: _____, Property Owner

APPROVED AS TO FORM:

By: _____
Eric Havens
County Counsel

Exhibit A
Legal Descriptions

ATTACHMENT E
CUP #17-0027 and 0030

RECORDED

FEB 10 2021

CHUCK STOREY
Imperial County Clerk-Recorder

1 When Recorded Return To:

2
3 Imperial County
4 Planning & Development Services
5 801 Main Street
6 El Centro, California 92243
7

Recorded in Official Records,
IMPERIAL COUNTY
Doc#: 2021003210
02/10/2021 12:11 PM

8 **CONDITIONAL USE PERMIT #17-0027**
9 **LAUREL CLUSTER SOLAR FARM 4**
10 **APN 051-350-015, 16-000-000, 051-360-038-000, 051-360-028-000, 051-330-024-000**
11 **JANUARY 2021**

12 APN: 051-350-015, 16-000-000, 051-360-038-000, 051-360-028-000, 051-330-024-000

13 Por East 1/2 of Northeast 1/4 & Northeast 1/4 of Southeast 1/4 Section 34, Lot 5 & Portion Lot
14 7 & Southeast 1/4 of Southeast 1/4 Section 27; That Part of Lots 1 & 3 Section 35, Township
15 16 South, Range 12 East, San Bernardino Meriden

16
17 This Agreement is made and entered into on this 3RD day of FEBRUARY 2021, by
18 and between 92JT 8me, LLC hereinafter referred to as the Permittee (Permittee),
19 and the COUNTY OF IMPERIAL, a political subdivision of the State of California,
20 (hereinafter referred to as "COUNTY") related to the Laurel Solar Farm 4 Project.
21

22
23 **RECITALS**

24 **WHEREAS**, Permittee is the lessee or successor-in-interest of certain land in
25 Imperial County to be improved with the proposed photovoltaic solar energy facility,
26 electrical switch station, substation, and internal solar development transmission lines, on
27 approximately 342 acres within Imperial County. The proposed facility is located in the
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south western portion of Imperial County, California, approximately ten miles west & southwest of the City of El Centro and approximately 13 miles west & northwest of Calexico.

WHEREAS, Permittee has applied to the County of Imperial for a Conditional Use Permit #17-0027 for constructing and operating a new solar energy facility with ancillary support facilities, including electrical interconnections to be transmitted to a proposed IID Substation (Fern) (the "Project").

WHEREAS, the overall Project includes three (3) other CUP's on different properties within the County which are the subject of separate resolutions.

WHEREAS, The Permittee for the Laurel Solar Farm 4 project shall fully comply with all of the terms and conditions of the Project as specified hereinafter within this Conditional Use Permit.

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GENERAL CONDITIONS:

The "GENERAL CONDITIONS" are shown by the letter "G". These conditions are conditions that are either routinely and commonly included in all Conditional Use Permits as "standardized conditions" and/or are conditions that the Imperial County Planning Commission has established as a requirement on all CUP's for consistent application and enforcement. The Permittee is hereby advised that the General Conditions are as applicable as the SITE SPECIFIC conditions. The General Conditions are in addition to the MMRP and any and all other requirements for the project.

G-1 GENERAL LAW and other Requirements:

The Permittee shall comply with all local, state and/or federal laws, rules, regulations, ordinances, and/or standards (LORS) as they may pertain to the Project, whether specified herein or not. The Project shall be constructed and operated as described in the General Plan Amendment, Zone Change, Conditional Use Permit applications and the Final Environmental Impact Report, (FEIR) and Mitigation and Monitoring Reporting Program (MMRP). A violation of any such LORS or conditions, applications, the FEIR or the MMRP shall be a violation of this CUP.

G-2 PERMITS/LICENSES:

The Permittee shall obtain any and all local, state and/or federal permits, licenses, and/or other approvals for the construction and/or operation of the Project. This shall include, but shall not be limited to, local requirements by the Imperial County EHS/Health Department, Imperial County Planning and Development Services Department, Imperial County Air Pollution Control District (ICAPCD), Imperial Irrigation District (IID), Imperial County Public Works Department, Imperial County Sheriff/Coroner's office, and the Imperial County Fire Protection/Office of Emergency Services, among others. Permittee shall likewise comply with all such permit requirements. Additionally, Permittee shall submit a copy of such additional permits and/or licenses to the Imperial County Planning and Development Services Department within thirty (30) days of receipt, including amendments or alternatives thereto, when requested.

G-3 RECORDATION:

This permit shall not be effective until it is recorded at the Imperial County Recorder's Office and payment of the recordation fee shall be the responsibility of the Permittee. If the Permittee fails to pay the recordation fee within six (6) months from the date of approval, this permit shall be deemed null and void. Recording is an action of notice and does not convey any rights to Permittee

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G-4 DURATION OF AGREEMENT

Unless otherwise specified within the specific conditions, this permit shall be limited to a maximum of thirty (30) years from the recordation of the CUP. The CUP may be extended for an additional ten (10) year period by the appropriate County entity (either the Planning Director, the Planning Commission or the Board of Supervisors as set forth in the applicable Imperial County Ordinances) upon a finding that the Project is in compliance with all conditions of the CUP as stated herein and any applicable Land Use regulation of the County of Imperial. If an extension is necessary, the Permittee shall file a written extension request with the Planning Director at least sixty (60) days prior to the expiration date of the permit. Such an extension request shall include the appropriate extension fee. Nothing stated or implied within this permit shall constitute a guarantee that an extension will be granted. An extension may not be granted if the Project is in violation of any one or all of the conditions or if there is a history of non-compliance with the permit conditions.

G-5 INDEMNIFICATION:

In addition to any other indemnifications provided for the Project, and as a condition of this permit, Permittee shall defend, indemnify, hold harmless, and release the County, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the entitlements, any permits, approvals or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys' fees for counsel chosen by County, or expert witness fees that may be asserted by any person or entity, including the Permittee, arising out of or in connection with the approval of this permit, whether there is concurrent, passive or active negligence on the part of the County, its agents, officers, attorneys, or employees. This indemnification shall include Permittee's actions or failure to act involved in drilling, grading, construction, operation or abandonment of the permitted activities. Permittee further agrees to comply with the terms of the indemnification agreement incorporated by this reference and attached hereto as Exhibit A. Failure to provide payment of any fees or other costs for this indemnification shall cause Permittee to be in non-compliance with this permit. Upon notification of non-compliance, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with this project.

G-6 INSURANCE:

For the term of the CUP and any period thereafter for decommissioning and reclamation, the Permittee and/or Permittee's prime contractor assigned site control during construction, shall secure and maintain liability in tort and

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property damage, commercial liability and all risk builders' insurance at a minimum of **\$1,000,000 each, combined single limit property damage and personal injury**, to protect persons or property from injury or damage caused in any way by construction and/or operation of permitted facilities. Such insurance shall be endorsed to name the County, its officers, agents, and employees as additional insureds and shall be in a form and from a company acceptable to County. The Permittee shall require that proper Workers' Compensation insurance cover all laborers working on such facilities as required by the State of California. The Permittee and/or Permittee's prime contractor assigned site control during construction, shall also secure liability insurance and such other insurance as may be required by the State and/or Federal Law. Evidence of such insurance shall be provided to the County prior to commencement of any activities authorized by this permit, e.g. an endorsed Certificate of Insurance is to be provided to the Imperial County Planning and Development Services Department by the insurance carrier and said insurance and certificate shall be kept current for the life of the permitted Project. Certificate(s) of Insurance shall be sent directly to the Imperial County Planning and Development Services Department by the insurance carrier and shall be endorsed to name the Department as a recipient of both renewal and cancellation notices.

G-7 INSPECTION AND RIGHT OF ENTRY:

The County reserves the right to enter the premises to make appropriate inspection(s) and to determine if the condition(s) of this permit are complied with. The owner or operator shall allow an authorized County representative access into the site upon the presentation of credentials and other documents as may be required by law to:

- (A) Enter at reasonable times upon the owner's or operator's premises where a permitted facility or activity is located or conducted, or where records must be kept under the conditions of the permit.
- (B) Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit.
- (C) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under the permit.
- (D) Sample or monitor, at reasonable times, for the purpose of assuring permit compliance or, otherwise authorized by law, any substances or parameters at any location.

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G-8 SEVERABILITY:

Should any condition(s) of this permit be determined by a Court or other agency with proper jurisdiction to be invalid for any reason, such determination shall not invalidate the remaining provision(s) of this permit.

G-9 PROVISION TO RUN WITH THE LAND/PROJECT:

The provisions of this Permit are to run with the land/project and shall bind the current and future owner(s), successor(s)-in-interest, assignee(s) and/or transferee(s) of said Project pursuant to the recordation required by Condition G-3. Permittee shall not without prior notification to the Imperial County Planning and Development Services Department assign, sell or transfer, or grant control of Project or any right or privilege therein granted by this permit. The Permittee shall provide a minimum of thirty (30) days written notice prior to any proposed transfer becoming effective. The permitted use identified herein is limited for use upon the permitted properties described herein and may not be transferred to any another other parcel(s) without prior approval.

The Permittee shall pay any and all amounts determined by the County to defray any and all cost(s) for the review of reports, field investigations, monitoring, and other activities directly related to the enforcement/monitoring for compliance of this Conditional Use Permit, County Ordinance, MMRP or any other applicable law. All County Departments, directly involved in the monitoring/enforcement of this permit may bill Permittee under this provision; however said billing shall only be through and with the approval of the Imperial County Planning and Development Services Department. All County staff time will be billed on a time and materials basis. Failure by Permittee to provide any payment required of Permittee to the County in the CUP shall cause Permittee to be in non-compliance of the CUP. Upon Permittee being in such noncompliance, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with the Project.

G-10 REPORTS/INFORMATION:

If requested by the Imperial County Planning Director, Permittee at its sole expense shall provide any such documentation/report as necessary to ascertain compliance with the Conditional Use Permit. The format, content and supporting documentation shall be as required by the Imperial County Planning Director.

G-11 DEFINITIONS:

In the event of a dispute the meaning(s) or the intent of any word(s), phrase(s) and/or conditions or sections herein shall be determined by the

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Imperial County Planning Commission. Their determination shall be final unless an appeal is made to the Imperial County Board of Supervisors within the required time.

G-12 MINOR AMENDMENTS:

Unless as otherwise required by law (including but not limited to County ordinance interpretations and minor modifications or changes can be made to the Project with the mutual agreement of Developer and County and only in one of the following circumstances:

(A) Where the change is ministerial, mutually agreeable to County Director of Planning & Development Services Department and Developer and constitutes an administrative interpretation, less than significant amendment or change or technical modification to the design, construction and/or operation of the Project under the existing applicable rules, regulations, and laws of the County and does not

- (1) Alter the permitted uses of the Property as a whole or within any CUP; or
- (2) Increase the density or intensity of use of the Property as a whole or within any CUP; or,
- (3) Increase the maximum height and size of permitted buildings or structures; or,
- (4) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or
- (5) Conflict with a condition of approval or MMRP; or
- (6) Constitute a discretionary approval by the County for which a subsequent or supplemental environmental impact report would be required pursuant to Section 21166 of the Public Resources Code.

(B) Where the change is ministerial, mutually agreeable to Developer and constitutes an administrative interpretation, less than significant amendment or change or technical modification to the design, construction and/or operation of the Project under the existing applicable rules, regulations, and laws of non-County agencies as to Project matters within their sole jurisdiction.

G-13 SPECIFICITY:

The issuance of this permit provides a temporary use right on the project property within the requirements set out here and does not authorize the

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Permittee to construct or operate the Project in violation of any LORS or beyond the duration, term or specified boundaries of the Project as shown the application/project description/permit, nor shall this permit allow any accessory or ancillary use not specified herein. This permit does not provide any prescriptive right or use to the Permittee for future addition and or modifications to the Project.

G-14 NON-COMPLIANCE (ENFORCEMENT & TERMINATION):

Should the Permittee violate any condition herein, the County shall give written notice of such violation and actions required of Permittee to correct such violation. If Permittee does not act to correct the identified violation within forty-five (45) days after written notice, County may revoke the CUP. If Permittee pursues correction of such violation with reasonable diligence, the County may extend the cure period. Upon such revocation, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with the Project. County may include in such notice of violation and subsequent process default and/or termination of the Development Agreement along with violation or revocation of the CUP, and the procedures set out here shall govern.

G-15 GENERAL WELFARE:

All construction and operations of the solar energy facility shall be conducted with consistency with all laws, conditions, adopted County policies, plans, mitigation measures and the permit application so that the Project will be in harmony with the area and not conflict with the public health, safety, comfort, convenience, and general welfare of those residing in the area.

G-16 PERMITS OF OTHER AGENCIES INCORPORATED:

Permits granted by other governmental agencies in connection with the Project are incorporated herein by reference. The County reserves the right to apply conditions of those permits, as the County deems appropriate and subject to its having jurisdiction; provided, however, that enforcement of a permit granted by another governmental agency shall require written concurrence by the respective agency. Permittee shall provide to the County, upon request, copies and amendments of all such permits.

G-17 HEALTH HAZARD:

If the County Health Officer reasonably determines that a significant health or safety hazard exists to the public, the County Health Officer may require appropriate measures and the Permittee shall implement such measures to mitigate the health hazard. If the hazard to the public is determined to be imminent, such measures may be imposed immediately and may include

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temporary suspension of permitted activities. The measures imposed by the County Health Officer shall not prohibit the Permittee from requesting a special Imperial County Planning Commission meeting, provided the Permittee bears all related costs.

G-18 APPROVALS AND CONDITIONS SUBSEQUENT TO GRANTING PERMIT:

Permittee's acceptance of this permit shall be deemed to constitute agreement with the terms and conditions contained herein. Where a requirement is imposed in this permit that Permittee conduct a monitoring program, and where the County has reserved the right to impose or modify conditions with which the Permittee must comply based on data obtained there from, or where the Permittee is required to obtain additional conditional use permits for County approval for subsequent activities, and disagreement arises, the Permittee, operator and/or agent, the Imperial County Planning and Development Services Director or other affected party, as determined by the Imperial County Planning and Development Services Director, may request that a hearing before the Imperial County Planning Commission. Upon receipt of a request, the Imperial County Planning Commission shall conduct a hearing and make a written determination. The Imperial County Planning Commission may request support and advice from a technical advisory committee. Failure of the Imperial County Planning Commission to act shall constitute endorsement of staff's determination with respect to implementation.

SITE SPECIFIC CONDITIONS:

S-1 AUTHORIZED SCOPE OF ACTIVITIES:

- (A) Permittee shall be the master Developer for this Project and shall be responsible as for all improvements, septic, sewer, approved potable water system(s), pipelines, roads and other improvements discussed in the Conditional Use Permit Application and Conditions Application and FEIR, and MMRP. If Permittee sells all or part of this Project, an approved agreement shall be in place for new Project owner to build and maintain as agreed to by the conditions set forth in this CUP. The Imperial County Planning and Development Services Director shall approve of such agreement between Permittee and a new master Developer for this Project. The County Assessor's Office shall be notified of any ownership change.
- (B) Permittee shall develop this CUP property as a separate solar energy facility. Any development with a combination of parcels will require the owner(s) to have a recorded deed restriction to "hold the parcel as one parcel" that runs with the land. This deed restriction shall be for a minimum of thirty (30) years and shall only be released upon the

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expiration of the thirty (30) years, the expiration or termination of the Conditional Use Permit, or upon approval of the Imperial County Planning and Development director that the restriction is no longer needed based on a change in the development or regulation.

- (C) The Permittee shall construct and operate the following facilities in compliance with the Conditional Use Permit, the County's General Plan's Land Use Element, Land Use Ordinance and all other applicable local, state, and federal laws, ordinances, regulations and standards (LORS), to include any other permits which are incorporated herein by reference.

- (D) Construction, operation, maintenance, replacement and removal of a solar energy facility & battery energy storage system as described in Permittee's CUP Application & FEIR & DEIR. The solar energy facility would include photovoltaic modules, mounting structures, electrical wiring, inverters, transformers and AC electric collector system, project electric substation and ancillary facilities. Ancillary facilities would include safety and security equipment, retention basins, perimeter fencing, access gates, lighting systems, access roads, and could include temporary construction trailers, an operations and maintenance (O&M) building, equipment enclosures, water treatment system and building, septic system, parking, and fire protection including a minimum 10,000 gallon fire water tank, and monitoring and control systems. The project proposes to use either thin film or crystalline solar photovoltaic (PV) technology modules mounted on fixed or horizontal single-axis tracker (HSAT) systems; concentrating photovoltaic (CPV) systems mounted on a dual-axis tracking system; or a mix of the technologies.

- (E) PV module arrays would be mounted on racks supported by driven piles. The depth of the piles would be dependent on the geotechnical recommendations for the Project. The fixed-frame racks would be secured at a fixed tilt of 20° to 25° from horizontal facing a southerly direction. If HSAT technology is used, the PV modules would rotate around the north-south HSAT axis so that the PV modules would face the sun as it moves across the sky throughout the day. The PV modules would reach their maximum height (up to nine feet above the ground, depending on the final design) when the HSAT is rotated to point the modules at the rising or setting sun at both sunrise and sunset. When the HSAT system is rotated so that the PV modules are horizontal (at noon, or when stowed during high winds), the nominal height would be approximately six feet above the ground, depending on the final design. The individual PV systems would be configured in large arrays by placing them in columns spaced approximately ten feet apart to maximize operational performance and to allow access for panel cleaning and maintenance. These arrays would be separated

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from each other and the perimeter security fence by nominal 20-foot wide roads, consistent with emergency access requirements.

(F) CPV technology uses optics such as lenses to concentrate a large amount of sunlight onto a small area of PV cells to generate electricity. The CPV technology focuses the sunlight onto highly efficient solar cells using Fresnel lenses. The CPV technology would likely use a dual-axis tracking system to position the tracker to ensure that concentrated sunlight remains precisely focused on the solar cells throughout the day. The dual-axis tracking structures use single pole/mast-mounted panels that would be approximately 30-foot high at both sunrise and sunset when the panel is rotated to point at the rising or setting sun. The dual-axis modules would be spaced approximately 80 feet apart on-site substation will step-up the voltage from the collection level voltage to 230-kV. Breakers, buswork, protective relaying, Supervisory Control and Data Acquisition (SCADA), and associated substation equipment will be constructed on the CUPs. The communication system may include an above or below-ground fiber optic cable network or microwave tower.

(G) The Project will be interconnected to the regional transmission system from the on-site substation/switchyard via the Gen-Tie interconnection. Each of the four (4) CUPs 17-0027 thru 17-0030 are anticipated to utilize the Gen-Tie line extending from the CUPs to and inverter stations. Alternatively, each CUP may independently construct its own 230-kV (maximum) step-up transformer and switchyard. During normal operation, each substation will "back feed" power to maintain "house" power. This would include O&M buildings, security systems, SCADA, communication systems, plant control systems, etc. Therefore, much of the electrical equipment will be in some stage of electrical operation 24 hours-a-day.

(H) The storage component for the entire Project (all four (4) CUPs) is likely to be shared by all four CUP's'. The field of energy storage is rapidly advancing, and a wide variety of technology is available to choose from. To date, a single technology or provider has not been selected for this component of the Project. The analysis contained in this EIR reflects the worst-case scenario for impacts from these technologies in order to mitigate any impacts from these technologies. Thus the analysis covers the full-range of technologies for when the final decision is made on which technology to construct. The storage component will utilize technologies that operate based upon the principles of potential energy (e.g. pumped storage), chemical energy (e.g. batteries), mechanical/kinetic energy (e.g. flywheel), or any combination thereof. The storage component may be centralized and located adjacent to the substation or switchgear or, alternatively, the energy storage component may be distributed throughout the facility

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adjacent to individual power conversion centers. The storage component would be housed in a warehouse type building or in smaller modular structures such as cargo shipping containers.

S-2 AESTHETICS:

The Permittee shall design and maintain all buildings and equipment enclosures to have exterior surfaces with neutral, non-reflective colors. The construction and maintenance of County-approved landscaping along the access into the Operation/Maintenance Facility shall be in compliance with the Land Use Ordinance, Division 3, Chapters 1 and 2, Sections 90302.00 through 90302.19. As applied to other solar projects and as indicated in the FEIR and as indicated in the FEIR and Mitigation Monitoring and Reporting Program.

- (A) The Permittee shall design and install lighting at construction storage yards and staging areas, such that light bulbs and reflectors are not visible from public viewing areas; lighting does not create reflected glare; and illumination of the Project facilities, vicinity, and nighttime sky is minimized.
- (B) Lighting shall be designed so exterior light fixtures are hooded, with lights directed downward or toward the area to be illuminated and so that backscatter to the nighttime sky is minimized. The design of the lighting shall be such that the luminescence or light source is shielded to minimize light trespass outside the Project boundary.
- (C) All lighting shall be of minimum necessary brightness consistent with worker safety and OSHA-Requirements.
- (D) High illumination areas not occupied on a continuous basis shall have switches or motion detectors to light the area only when occupied.

S-3 AGRICULTURE:

- (A) Prior to the issuance of the initial grading permit or building permit, Permittee shall submit to County of Imperial a Reclamation Plan to return the property to conditions comparable to its current condition for agricultural production. The Reclamation Plan shall include a description of the farming infrastructure to include but not limited to a crop history, water delivery system, drainage system, field access, field roads, grading aspects, reclamation cost estimate prepared by a California-licensed general contractor or civil engineer. The developer shall provide financial assurance/bonding in the amount equal to the reclamation cost estimate to restore all agricultural land/farmland to its pre-construction condition including removal of all structures and equipment, soil testing for and clean-up of contaminants in the soil,

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disking, leveling, and any other clean up and repair necessary to return the land to an agriculturally productive farmable condition prior to the issuance of the initial grading permit or building permit. The Reclamation Plan with appropriate bonding will need approval from the Imperial County Planning and Development Services Director, and County Counsel before any grading or building permit is issued.

(B) Permittee shall minimize paving and ground disturbing activities to the maximum extent practical within agricultural fields to retain soil characteristics.

(C) The Project Developer shall:

- (1) Develop and implement an approved Pest Management Plan for the duration of the project that will reduce negative impacts to surrounding farmland. Plan shall be reviewed and approved by the Imperial County Agricultural Commissioner's Office.
- (2) Monitor for all pests including insects, vertebrates, weeds, and pathogens. Promptly control or eradicate pests when found, or when notified by the County Agricultural Commissioner's office that a pest problem is present on the project site. The assistance of a licensed pest control advisor (PCA) is recommended. All treatments must be performed by a qualified applicator or a licensed pest control operator (PCO).
- (3) "Control" means to reduce the population of common pests below economically damaging levels, and includes attempts to exclude pests before infestation, and effective control methods after infestation. Effective control methods may include physical/mechanical removal, bio-control, cultural control, or chemical treatments.
- (4) Notify the County Agricultural Commissioner's office immediately regarding any suspected exotic/invasive pest species such as A- and Q-rated pest species as defined by the California Department of Food Agriculture (CDFA). Eradication of exotic pests will be done under the direction of the Agricultural Commissioner's Office and/or CDFA.
- (5) Obey all pesticide use laws, regulations, and permit conditions.
- (6) Allow access for County Agricultural Commissioner staff for routine visual and trap pest surveys, compliance inspections, eradication of exotic pests, and other official duties.

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- (7) Ensure that all project employees that handle pest control issues are appropriately trained and certified, that all required records are maintained and available for inspection, and that all permits and other required legal documents are current.
- (8) Maintain records of pests found and controlled and either have them available for review, or submit them to the County Agricultural Commissioner's office on a quarterly basis.
- (9) The Permittee shall reimburse the County Agricultural Commissioner's office for the actual cost of investigations, inspections, or other required non-routine responses to the site that are not funded by other sources.
- (10) Reclamation/Decommissioning Plan and Security. The DOC has clarified the goal of a reclamation and decommissioning plan: the land must be restored to land which can be farmed. In addition to MM AG-1b, for Prime Farmland and Non-Prime Farmland, the Applicant shall submit to Imperial County a Reclamation Plan prior to issuance of a grading permit. The Reclamation Plan shall document the procedures by which each CUP will be returned to its current agricultural condition/LESA score. Permittee also shall provide financial assurance/bonding in an amount equal to a cost estimate prepared by a California-licensed general contractor or civil engineer for implementation of the Reclamation Plan in the event Permittee fails to perform the Reclamation Plan. MM AG-1b, prior to the issuance of a grading permit or building permit (whichever is issued first).

(D) Prior to the issuance of a grading permit or building permit (whichever permit comes first) for the Project, the mitigation of impact to agricultural lands shall be accomplished as follows:

Mitigation for the temporary loss of Non-Prime Farmland: Permittee may choose one of the following three methods for mitigation:

- a) Agricultural Conservation Easements on a "1 to 1" basis on land of equal size, of equal quality farmland, outside of the path of development. The Conservation Easement shall meet the State Department of Conservation's regulations and shall be recorded prior to issuance of any grading or building permits. OR
- b) The Permittee shall pay an "Agricultural In-Lieu Mitigation Fee" in the amount of 20% of the fair market value per acre for the acres of non-prime farmland impacted by the Project based on five comparable sales of land used for agricultural purposes as of the effective date of the

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permit, including program costs on a cost recovery/time and material basis. The Agricultural In-Lieu Mitigation Fee, will be placed in a trust account administered by the Imperial County Agricultural Commissioner's office and will be used for such purposes as the acquisition, stewardship, preservation and enhancement of agricultural lands within Imperial County. OR

- c) If Permittee and the County voluntarily enter into a public benefit agreement or Development Agreement that includes Agricultural Benefit Fee payment that is equal to or greater than the amount that would be due under Option 2 of these mitigation measures and the public benefit agreement requires that the Agricultural Benefit Fee be used for such purposes as the acquisition, stewardship, preservation and enhancement of agricultural lands within Imperial County, then this mitigation measure may be satisfied by payment of a voluntarily agreed to Agricultural Benefit Fee.

Mitigation for the temporary loss of Prime Farmland: Permittee may choose one of the following three methods for mitigation:

- d) Agricultural Conservation Easements on a "2 to 1" basis on land of equal size, of equal quality farmland, outside of the path of development. The Conservation Easement shall meet the State Department of Conservation's regulations and shall be recorded prior to issuance of any grading or building permits. OR
- e) The Permittee shall pay an "Agricultural In-Lieu Mitigation Fee" in the amount of 30% of the fair market value per acre for the acres of prime farmland impacted by the Project based on five comparable sales of land used for agricultural purposes as of the effective date of the permit, including program costs on a cost recovery/time and material basis. The Agricultural In-Lieu Mitigation Fee, will be placed in a trust account administered by the Imperial County Agricultural Commissioner's office and will be used for such purposes as the acquisition, stewardship, preservation and enhancement of agricultural lands within Imperial County. OR
- f) If Permittee and the County voluntarily enter into a public benefit agreement and or Development Agreement that includes Agricultural Benefit Fee payment that is equal to or greater than the amount that would be due under option number 2 of this mitigation measure and the public benefit agreement requires that the Agricultural Benefit Fee be used for such purposes as the acquisition, stewardship, preservation and enhancement of agricultural lands within Imperial County, then this mitigation measure may be satisfied by payment of voluntarily agreed to Agricultural Benefit Fee.

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S-4 AIR QUALITY:

- (A) The Permittee shall comply at all times with the Imperial County Air Pollution Control District's (ICAPCD) Regulation VIII, Fugitive Dust Control. The primary pollutant controlled by this regulation is PM10, "fugitive dust." All identified PM10 sources associated with the construction and operation of the facility, such as open areas, roads, stock piles, material transport and grading activities, shall be controlled such that surface areas are stabilized and visible dust emissions are below 20%. Any control measure not listed within the appropriate sections of Regulation VIII, such as but not limited to watering, graveling, chemical stabilizers and wind barriers shall not be utilized without prior approval from the ICAPCD.

- (B) Prior to commencing construction, each CUP owner shall submit a Dust Control Plan to the ICAPCD for approval identifying all sources of PM10 emissions and associated mitigation measures during the construction and operational phases of the Project. The Project Proponent shall submit a "Construction Notification Form" to the ICAPCD ten (10) days prior to the commencement of any earthmoving activity. The Dust Control Plan submitted to the ICAPCD shall meet all applicable requirements for control of fugitive dust emissions, including the following measures designed to achieve the no greater than 20% opacity performance standard for dust control:
 - (1) All on-site and off-site unpaved roads shall be effectively stabilized, and visible emissions shall be limited to no greater than 20% opacity for dust emissions by paving, chemical stabilizers, dust suppressants, and/or watering.
 - (2) All unpaved traffic areas one acre or more in size with seventy-five (75) or more average vehicle trips per day, shall be effectively stabilized, and visible emissions shall be limited to no greater than 20% opacity for dust emissions by paving, chemical stabilizers, dust suppressants and/or watering.
 - (3) The transport of bulk materials shall be completely covered, unless six inches of freeboard space from the top of the container is maintained with no spillage and loss of bulk material. In addition, the cargo compartment of all haul trucks shall be cleaned and/or washed at the delivery site after removal of bulk material.
 - (4) All track-out or carry-out, which includes bulk materials that adhere to the exterior surfaces of motor vehicles and/or equipment (including tires) that may then fall onto the pavement, shall be cleaned at the end of each workday, or immediately when mud or

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the final design phase of the Project. The proposed solar field site parcels and Gen-Tie shall be designed in accordance with the Final Geotechnical and GeoHazards Report. The Report shall be submitted to, and reviewed and approved by, the Imperial County Department of Public Works prior to issuance of building permits. The Geotechnical and GeoHazards Report shall include, but not be limited to, an analysis and recommendations regarding site-specific design provisions for mitigating the following on-site conditions as identified in the Preliminary Geotechnical and GeoHazards Report.:

- (1) Soil liquefaction (All solar field site parcels)
- (2) Expansive and corrosive soils (All solar field site parcels)
- (3) All measures and design specifications identified in the Final Geotechnical and GeoHazards Report shall be incorporated into and reflected on the Project design and building plans.

(C) Prior to approval of final building plans, The proposed Project shall be designed in accordance with the engineering and design standards contained in the 2013 CBC relating to expansive soils. Prior to approval of final building plans, a registered civil engineer or certified engineering geologist, having at least five years of experience in the field of expansive soils evaluation and mitigation, shall prepare a Final Geotechnical and GeoHazards Report containing site-specific evaluations of expansive and corrosive soils for all solar field site parcels and identify appropriate Project design measures pursuant to the established and proven methodologies set forth in the 2013 CBC. All recommended Project design measures as set forth in the Final Geotechnical and GeoHazards Report shall be incorporated into and reflected on the final design and building plans. The Final Geotechnical and GeoHazards Report and project plans shall be submitted for review and approval by the Imperial County Department of Planning and Development Services prior to approval of the final building plans.

(D) Prior to Issuance of Building Permit, The Project's wastewater treatment and disposal system(s) shall comply with all applicable provisions of the OWTS Policy; Imperial County Code, including the Plumbing Code and ordinances governing Regulation of Sewage Disposal Systems and Sanitation Permits, as set forth in Title 9, Division 10, Chapters 4, 12 and 13; and the Imperial County Uniform Policy and Method for Soils Evaluation, Testing and Reporting (Relative to Applications for Private Sewage System Permits) ("County Policy"); and the Pressure Distribution Guidelines (if a pressure distribution system is used). At each location where on-site wastewater treatment systems associated with the construction of an O&M facility

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are proposed, a site-specific study shall be prepared by a qualified engineer, as defined in the OWTS Policy and the County Policy to (a) determine the capability of the soils to provide the minimum required 5-foot vertical separation between each on-site wastewater treatment system and groundwater, (b) determine the capability of the soils to satisfy percolation requirements, and (c) perform other soil and site evaluations to determine the capability of the soils to otherwise support on-site wastewater treatment systems. If the soils are determined to be suitable for on-site wastewater treatment systems, the qualified engineer shall design on-site wastewater treatment systems to comply with the OWTS Policy, including with regard to maintenance of minimum setbacks from specified land uses, ensuring that effluent does not surface at any time, that percolation of effluent will not adversely affect beneficial uses of waters of the State, the maintenance of at least 12 inches of soil cover (or 6 inches for pressure distribution systems) above on-site wastewater treatment system, designation of a 100% replacement area that is equivalent and separate and available for future use, and that no impermeable surface cover shall be placed above any on-site wastewater treatment system.

(E) If a qualified engineer determines that soils are not suitable for on-site wastewater treatment systems at O&M building sites, then the applicant shall be required to obtain an operation and discharge permit from the Regional Water Quality Control Board for the discharge of wastewater generated by the Project's O&M buildings. If permitted, wastewater shall be treated onsite and then used onsite as irrigation water for landscaping or as dust control water in compliance with Title 22 Standards. If on site use of wastewater cannot be permitted, then an application will be made to the Imperial Irrigation District to permit treated wastewater to be conveyed to the nearest drain maintained by the Imperial Irrigation District for discharge under Regional Water Quality Control Board Waste Discharge Requirements.

(F) Prior to issuance of Building permit, a Field Resistivity and Ground Potential Rise Evaluation shall be prepared by a qualified engineer having at least five years of experience in the field of corrosive soils evaluation and mitigation during the final design phase of the Project. The Evaluation shall identify Project components potentially subject to corrosive soils, as well as specific, accepted, proven construction engineering practices and measures that could be implemented to avoid adverse corrosion impacts. Potential measures may include, but are not limited to: galvanization, epoxy coatings, thicker steel, and cathodic protection and shall be applied and implemented in a manner that protects the functionality of Project components from being compromised as a result of exposure to corrosive soils. Concrete utilizing mixes of quantities of Type II or Type V Portland cement to achieve a minimum strength of 4,500 pounds per square inch (psi)

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compressive strength and a low water-cement ratio (0.45 maximum by weight) can also be used to encase steel as an effective measure of protection against corrosive soils. The Field Resistivity and Ground Potential Rise Evaluation shall be submitted for review and approval to the Imperial County Department of Public Works. Measures identified in the Field Resistivity and Ground Potential Rise Evaluation shall be identified on and incorporated into the Project's final design plans.

S-6 CULTURAL RESOURCES:

- (A) Prior to issuance of grading permits, the project applicant shall retain a qualified archaeologist defined as one meeting the Secretary of the Interior's Professional Qualification Standards (U.S. Department of the Interior 2008) to oversee Phase I cultural resources surveys for the Laurel Cluster, to determine if previously unidentified cultural resources exist within the project sites and to relocate and evaluate the previously identified resources that have not yet been evaluated. The methods and results of the surveys, as well as the records search, shall be summarized in a Phase I cultural resources survey report that follows the guidelines in *Archaeological Resource Management Reports: Recommended Contents and Format*, Department of Parks and Recreation, Office of Historic Preservation, State of California, 1990. The report shall address the requirements of CEQA. Prior to issuance of a grading permit for each CUP site, Department of Planning and Development Services shall verify that a Phase I cultural resources survey has been conducted and report prepared.

- (B) If previously documented but unevaluated and/or newly documented archaeological resources are identified within the project sites, they should be evaluated for inclusion in the California Register of Historic Resources (CRHR) and/or as unique archaeological resources. Should newly documented archaeological resources be found eligible for listing in the CRHR and/or constitute unique archaeological resources, avoidance and preservation in place is the preferred manner of mitigation. If avoidance is not feasible, a treatment plan should be developed by the qualified archaeologist in coordination with the project applicant and the lead agency that provides for the adequate recovery of the scientifically consequential information contained in the archaeological resources. Prior to issuance of a grading permit for each CUP site, Department of Planning and Development Services shall verify that any recommendations for cultural resources treatment as a result of the Phase I survey required by MM CR-2, be implemented prior to grading.

- (C) Should the historic architectural resource (Liebert Road and Mandrapa Road) located within 60 feet of the LSF4 project site be subject to indirect visual impacts as a result of project implementation, a qualified

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architectural historian defined as one meeting the Secretary of the Interior's Professional Qualification Standards (U.S. Department of the Interior 2008) should be retained to evaluate the resource for inclusion in the CRHR. If the resource is not found eligible for listing, then no further work would be required. Should the resource be found eligible, the qualified architectural historian will make recommendations to reduce indirect impacts on the resource to less than significant. Prior to issuance of a grading permit for the LSF4 CUP site, Department of Planning and Development Services shall verify that an architectural historian has evaluated the Liebert Road and Mandrapa Road for historical significance and if determined to be significant, proper measures, as recommended by the historian, are implemented to reduce the potential indirect visual impact to less than significant.

(D) Development within the project sites shall avoid impacts on the following resources: P-13-008334 (Westside Main Canal) and -013760 (Westside Drain) located within or immediately adjacent to the project sites that have been previously determined or recommended as eligible for listing in the CRHR. Prior to issuance of a grading permit for each CUP site, Department of Planning and Development Services shall verify that site plans and construction plans avoid impacts to these resources.

(E) Pursuant to CEQA Guidelines §15064.5(f), in the event that previously unidentified unique archaeological resources are encountered during construction or operational repairs, archaeological monitors will be authorized to temporarily divert construction work within 100 feet of the area of discovery until significance and the appropriate mitigation measures are determined by a qualified archaeologist familiar with the resources of the region. Applicant shall notify the County within 24 hours. Applicant shall provide contingency funding sufficient to allow for implementation of avoidance measures or appropriate mitigation. During grading and construction for each CUP site, the archaeological monitor shall have the authority to divert construction work, develop and implement appropriate mitigation, and notify the County within 24 hours.

(F) In the event of the discovery of previously unidentified archaeological materials, the contractor shall immediately cease all work activities within approximately 100 feet of the discovery. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, and scrapers) or tool making debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-period materials might include stone, concrete, or adobe footings and walls;

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filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. After cessation of excavation, the contractor shall immediately contact the Imperial County Department of Planning and Development Services. Except in the case of cultural items that fall within the scope of the Native American Grave Protection and Repatriation Act, the discovery of any cultural resource within the project areas shall not be grounds for a "stop work" notice or otherwise interfere with the projects' continuation except as set forth in this paragraph. In the event of an unanticipated discovery of archaeological materials during construction, the applicant shall retain the services of a qualified professional archaeologist, meeting the Secretary of the Interior's Standards for a Qualified Archaeologist, to evaluate the significance of the materials prior to resuming any construction-related activities in the vicinity of the find. If the qualified archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the applicant shall implement an archaeological data recovery program. During grading and construction for each CUP site, the archaeological monitor shall have the authority to divert construction work, develop and implement appropriate mitigation (including a data recovery program, if necessary), and notify the County within 24 hours (per MM CR-5).

S-7 HEALTH, SAFETY AND HAZARDOUS MATERIAL/FIRE AND FUELS MANAGEMENT

- (A) All trash and debris within the Project site shall be disposed of off-site, in accordance with current, local, state, and federal disposal regulations. Compliance with this measure shall be verified by the Planning and Development Services Department.
- (B) If it is determined that hazardous wastes are, or will be generated by the proposed operations, the wastes must be managed in accordance with the California Hazardous Waste Control Law (California Health and Safety Code, Division 20, Chapter 6.5) and the Hazardous Waste Control Regulations (California Code of Regulations, Title 22, Division 4.5).
- (C) If it is determined that hazardous wastes will be generated, the Permittee should also obtain a United States Environmental Protection Agency, Identification Number by contacting (800) 618-6942. Certain hazardous waste treatment processes or hazardous material, handling, storage or uses may require authorization from the local Certified Unified Program Agency (CUPA). Information about the requirement for authorization can be obtained by contacting the local CUPA.

1 (D) Firearms shall be prohibited in all Project areas except for those used
2 by licensed security personnel.

3 (E) The Permittee shall ensure that the AST, farm equipment area, and any
4 other debris have been cleared from the site.

5 Prior to the demolition of any building, structure, or transite pipe, the
6 Applicant shall hire a California Certified Lead Inspector/Assessor and
7 Certified asbestos Consultant to evaluate these features for the
8 presence of lead based paint (LBP) and/or asbestos containing
9 materials (ACM). Confirmed LBP and/or ACM shall be handled by a
10 licensed LBP contractor and/or Licensed Asbestos Contractor. All
11 contaminants shall be remediated in compliance with California
12 environmental regulations and policies. LBP and/or ACM shall be
13 disposed of according to appropriate regulations.

14 (F) **Phase II ESA:** A Phase II ESA (drilling, sampling, and analytical
15 program) shall be completed if the LSF1 project is to be constructed in
16 the area of the septic system. This ESA will assist to determine if the
17 previous septic system is still onsite and if soil contamination exists.
18 Prior to issuance of a grading permit for the LSF1 CUP only, the
19 Department of Planning and Development Services shall verify that a
20 Phase II ESA has been completed.

21 (G) **Hazardous Materials Discovery:** All construction contractor(s) shall
22 be instructed to immediately stop all subsurface construction activities
23 in the event that petroleum is discovered, an odor is identified, or
24 significantly stained soil is visible during construction. Contractors shall
25 be instructed to follow all applicable regulations regarding discovery
26 and response for hazardous materials encountered during the
27 construction process. During construction, discovery of hazardous
28 materials shall result in the immediate stop of all subsurface
construction activities.

21 S-8 HYDROLOGY AND WATER QUALITY

22 A. Prior to construction and site restoration for each CUP site, the
23 Applicant shall acquire appropriate Clean Water Act regulatory permits;
24 prepare SWPPP with incorporated control measures outlined in Mitigation
25 Measure 4.9-1a; and implement BMPs. **Prepare SWPPP and Implement
26 Best Management Practices (BMP) Prior to Construction and Site
27 Restoration.** The project applicant or its contractor shall prepare a SWPPP
28 specific to the project and be responsible for securing coverage under
SWRCB's National Pollution Discharge Elimination System (NPDES)
stormwater permit for general construction activity (Order 2009-0009-DWQ).
The SWPPP shall identify specific actions and BMPs relating to the

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prevention of stormwater pollution from project-related construction sources by identifying a practical sequence for site restoration, BMP implementation, contingency measures, responsible parties, and agency contacts. The SWPPP shall reflect localized surface hydrological conditions and shall be reviewed and approved by the project applicant prior to commencement of work and shall be made conditions of the contract with the contractor selected to build and decommission the project. The SWPPP(s) shall incorporate control measures in the following categories:

- Soil stabilization and erosion control practices (e.g., hydroseeding, erosion control blankets, mulching) Dewatering and/or flow diversion practices, if required.)
- Sediment control practices (temporary sediment basins, fiber rolls).
- Temporary and post-construction on- and off-site runoff controls.
- Special considerations and BMPs for water crossings, wetlands, and drainages
- Monitoring protocols for discharge(s) and receiving waters, with emphasis place on the water quality.
- Waste management, handling, and disposal control practices
- Corrective action and spill contingency measures
- Agency and responsible party contact information
- Training procedures that shall be used to ensure that workers are aware of permit requirements and proper installation methods for BMPs specified in the SWPPP

B. The SWPPP shall be prepared by a qualified SWPPP practitioner with BMPs selected to achieve maximum pollutant removal and that represent the best available technology that is economically achievable. Emphasis for BMPs shall be placed on controlling discharges of oxygen-depleting substances, floating material, oil and grease, acidic or caustic substances or compounds, and turbidity. BMPs for soil stabilization and erosion control practices and sediment control practices will also be required. Performance and effectiveness of these BMPs shall be determined either by visual means where applicable (i.e., observation of above-normal sediment release), or by actual water sampling in actives: dissolved oxygen, floating material, oil and grease, pH, and turbidity cases where verification of contaminant reduction or elimination, (inadvertent petroleum release) is required to determine adequacy of the measure.

C. Prior to issuance of a grading permit for each CUP site, the Applicant shall provide Colorado River Basin Regional Water Quality Control Board with the location, type of discharge, and methods treatment and monitoring for all groundwater dewatering discharges if the project requires construction dewatering. **Properly Dispose of Construction Dewatering in Accordance with the Colorado River Basin Regional Water Quality Control Board.** If required, all construction dewatering shall be discharged to an approved land disposal area or drainage facility in accordance with Colorado River Basin RWQCB requirements. The project applicant or its

1 construction contractor shall provide the Colorado River Basin RWQCB
2 with the location, type of discharge, and methods of treatment and
3 monitoring for all groundwater dewatering discharges. Emphasis shall be
4 placed on those discharges that would occur directly or in proximity to
5 surface water bodies and drainage facilities.

6 D. Post construction for each CUP site, the Applicant shall implement a
7 Drainage Plan in accordance with the County and Imperial Irrigation District
8 guidelines as outlined. **Incorporate Post-Construction Runoff BMPs into
9 Project Drainage Plan and Maximize Opportunities for Low Impact
10 Development.** The project Drainage Plan shall adhere to County and IID
11 guidelines to treat, control, and manage the on- and off-site discharge of
12 stormwater to existing drainage systems. Low Impact Development
13 opportunities, including, but not limited to infiltration trenches or bioswales,
14 will be investigated and integrated into the Drainage Plan to the maximum
15 extent practical. The Drainage Plan shall provide both short- and long-term
16 drainage solutions to ensure the proper sequencing of drainage facilities
17 and treatment of runoff generated from project impervious surfaces prior to
18 off-site discharge. The project applicant shall ensure the provision of
19 sufficient outlet protection through the use of energy dissipaters, vegetated
20 rip-rap, soil protection, and/or other appropriate BMPs to slow runoff
21 velocities and prevent erosion at discharge locations, access roads,
22 electrical distribution, and solar array locations. A long-term maintenance
23 plan shall be developed and implemented to support the functionality of
24 drainage control devices. The facility layout(s) shall also include sufficient
25 container storage and on-site containment and pollution-control devices for
26 drainage facilities to avoid the off-site release of water quality pollutants,
27 including, but not limited to oil and grease, fertilizers, treatment chemicals,
28 and sediment.

18 **S-9 BIOLOGICAL RESOURCES:**

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20 (A) **GENERAL CONSTRUCTION** Each CUP owner shall identify and
21 retain a qualified biologist(s) approved by CDFW. The name,
22 documented experience, any permit numbers, and resumes for the
23 qualified biologist(s) shall be submitted to the CDFW for approval at
24 least seven (7) days prior to initiation of construction. It is assumed
25 CDFW will approve qualified biologist(s) within fifteen (15) days of the
26 submittal. The qualified biologist(s) shall be present on-site during all
27 ground-disturbing phases of construction to regularly monitor
28 construction activities and ensure construction is proceeding in
compliance with the avoidance, minimization, and mitigation measures
committed to by the Applicant, as well as measures required (project
manager, resident engineer) to ensure that issues relating to biological
resources are appropriately and lawfully managed. The qualified
biologist shall be responsible for reporting any noncompliance issues
to CDFW within forty-eight (48) hours. The resident engineer shall be

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immediately notified to halt work, if necessary. The qualified biologist(s) shall provide a report to CDFW at least monthly identifying construction activities and the results of compliance monitoring related to implementation of avoidance and minimization measures. The qualified biologist(s) shall meet the following minimum qualifications:

- (1) Have a bachelor's degree in biological sciences, zoology, botany, ecology, or a closely related field or at least four (4) years of experience in field biology or current certification of a nationally recognized biological society, such as The Ecological Society of America or The Wildlife Society;
- (2) Have at least one (1) year of field experience with biological resources found in the geographic region of the Project; and
- (3) Have extensive knowledge of the biology and ecology of sensitive species occurring and potential occurring within the Project site.
- (4) Have specialized avian experience necessary to conduct nesting surveys and monitor buffers.
- (5) Each CUP owner shall develop and implement a Worker Environmental Awareness Program (WEAP) prior to the start of construction. The WEAP shall be submitted to the Imperial County Planning and Development Services Department for review and approval prior to the issuance of building permits. The WEAP training shall be led by the qualified biologist(s) and shall cover the following:
 - (a) The potential presence and ecology of sensitive biological resources found on-site, such as potential jurisdictional waters and nesting avian species;
 - (b) Flagging/fencing of exclusion areas;
 - (c) Proper implementation of protective measures to avoid impacts to special-status species; The reasons, need, and method by which employees should report on wildlife mortality, follow nest management protocols, dispose of carcasses, comply with applicable regulations (including the consequences of noncompliance), and the appropriate agencies and personnel that should be contacted after incidents; and
 - (d) Other permit requirements and environmental issues.

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- (6) All construction site personnel shall be required to attend the WEAP training in conjunction with hazard and safety training prior to working on-site.
- (7) Parking of vehicles shall occur within the fenced Project area or within previously disturbed areas prior to construction of the fencing, and away from sensitive habitats.
- (8) Grading shall only occur where necessary and as specified by the Project's final engineering plans, and shall be avoided wherever possible to minimize the amount of ground disturbance.
- (9) To the extent possible, Project layout and design shall generally follow existing contours of the Project site to minimize the amount of grading required. To the extent possible, nighttime construction shall be avoided. When activities must occur at night, all Project lighting (e.g., staging areas, equipment storage sites, roadway) shall be directed downward and away from natural vegetation communities. Light glare shields shall be used to reduce the extent of illumination into adjoining areas.
- (10) Nighttime and daytime on-site construction vehicle speeds shall be restricted to ten (10) miles per hour and twenty (20) miles per hour, respectively. Speed limit signs shall be posted throughout the site to remind construction workers of travel speed restrictions.
- (11) Spills, trash, and any construction-generated debris shall be removed to an approved off-site disposal facility. A trash abatement program shall be established. Trash and food items shall be contained in closed containers and removed daily to reduce the attraction of opportunistic predators such as common ravens, coyotes, and feral cats and dogs that may prey on sensitive species.
- (12) When handling toxic substances, construction vehicles shall carry a Hazardous Material Spill Kit for use in the event of a spill. All construction personnel working on-site shall be trained in using these kits. Spill containment materials must be on-site or readily available for any equipment maintenance or refueling.
- (13) Construction workers shall be prohibited from bringing domestic pets and firearms to the site.
- (14) A SWPPP or equivalent shall be prepared prior to the start of construction to comply with applicable RWQCB storm water management provisions. The SWPPP or SWPPP equivalent document shall identify the design features and BMPs that shall be

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used to effectively manage drainage-related issues (e.g., erosion and sedimentation) during construction. Erosion control measures shall be regularly checked by Inspectors, the qualified biologists, and/or resident engineer. Fencing and erosion control measures of all construction areas shall be inspected a minimum of once per week (refer to mitigation measure MM 4.11.1b in Section 4.11, Hydrology and Water Quality).

- (15) All construction activities shall cease during heavy rains to prevent unnecessary erosion, runoff, and sedimentation, and shall not resume until conditions are suitable for the movement of equipment and materials.
- (16) No planting or seeding of invasive plant species on the most recent version of the California Invasive Plant Council (Cal-IPC) California Invasive Plant Inventory for the Project region shall be permitted.
- (17) To prevent indirect effects to sensitive natural resources from fugitive dust associated with construction of the Project, all active construction areas shall be watered down as necessary. All trucks hauling soil, sand, and other loose materials shall be covered or shall maintain at least 2 feet of free-board. All unpaved access roads, parking areas, and staging areas at construction sites shall have non-potable water or nontoxic soil stabilizers applied as needed.
- (18) At the completion of construction, all construction-related materials shall be removed from the site.
- (19) Each CUP owner shall develop a Weed Management Plan prior to the commencement of construction activities. The Weed Management Plan shall include a variety of measures that shall be undertaken during construction and operation activities to prevent the introduction and spread of new weed species. The Weed Management Plan shall also address monitoring, plus educating personnel on weed identification and methods for avoiding and treating infestations. Weed control methods may include both physical and chemical control. All chemical applications require oversight by a holder of a valid Qualified Applicator's License (QAL) issued by the California Department of Pesticide Regulation (CADPR). Recommendations for use of chemical products will be made in writing by a Pest Control Advisor (PCA) with a valid CADPR license. Chemical products will be registered, non-restricted, general-use herbicides. Treatment applications will follow use and safety guidelines available on product labels. Typical active ingredients expected for chemical treatments are

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glyphosate and triclopyr. Glyphosate and triclopyr are found in broad-spectrum, systemic herbicides, and available in numerous products intended for control of post-emergent vegetation. Chemical treatment of vegetation in and around aquatic or wetland features requires products approved for use within such habitats, as described on product labels. The Weed Management plan shall be submitted to the Imperial County Planning and Development Services Department for review and approval prior to issuance of building permits.

(B)

(1) Each CUP owner shall develop and implement an Operation and Maintenance Worker Education Plan to advise personnel on general operations measures. The Worker Education Plan shall be submitted to the County of Imperial Planning and Development Services Department for review and approval prior to issuance of building permits. The following provisions shall be included in the Worker Education Plan and implemented throughout the operational lifespan of each CUP:

(a) Operation and maintenance personnel shall be prohibited from:

- (1) Harming, harassing, or feeding wildlife and/or collecting special-status plant or wildlife species.
- (2) Traveling (either on foot or in a vehicle) outside of Project footprint except on public roads.
- (3) Littering on the Project area.
- (4) Allowing persons not employed at the facility to remain on site after daylight hours
- (5) Exceeding normal nighttime operational noise or lighting levels.

(2) All operation and maintenance equipment, including cranes and personnel, shall stay within the permanent impact footprint of CUP boundaries, the Electrical Collector Line Corridor, or the Gen-Tie line corridor, except when not physically feasible or when necessary to protect human life or property. Operation and maintenance vehicles shall be parked in designated areas and away from sensitive habitats.

(3) Nighttime and daytime vehicle speeds within each CUP, the Electrical Collector Line Corridor, and the Gen-Tie line corridor

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shall be restricted to ten (10) miles per hour and twenty-five (25) miles per hour, respectively. Speed limit signs shall be posted throughout the Project site to remind workers of travel speed restrictions.

- (4) Each CUP, the Electrical Collector Line Corridor, and the Gen-Tie line corridor shall be kept clear of trash and other litter to reduce the attraction of opportunistic predators such as common ravens, coyotes, and feral dogs that may prey on sensitive species.
- (5) Operation and maintenance employees shall be prohibited from bringing domestic pets and firearms to the site.
- (6) The General Construction Permit shall specify post-construction storm water control standards, and preparation and implementation of a Long-Term Maintenance Plan for the retention/detention basins
- (7) Operation and maintenance activities at each CUP, the Electric Collector Line Corridor, and the Gen-Tie corridor shall be carried out in accordance with the Weed Management Plan

(C) JURISDICTIONAL WATERS AND WETLANDS MEASURES - ALL CUPs

- (1)
 - (a) Each CUP owner shall implement the following measures during decommissioning activities occurring within each CUP.
 - (1) All mitigation measures required during construction of the Project to avoid or minimize impacts to biological resources shall also be implemented during decommissioning activities.
 - (2) Decommissioning of the Project shall minimize new site disturbance and removal of native vegetation to the maximum extent possible.
 - (3) Topsoil removed during decommissioning shall be stockpiled and used as topsoil during restoration efforts associated with decommissioning disturbance.
 - (4) Soil shall be stabilized and vegetated with plant species characteristic of native species within adjacent habitats, except where immediately reclaimed as agriculture. Local seed sources shall be used where feasible.

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(5) Surface water flows shall be restored to pre-disturbance conditions. Unnecessary stream crossings, roads, and pads shall be removed and revegetated. Erosion control measures shall be installed in all disturbance areas.

(6) Petroleum and chemical spills shall be remediated prior to the completion of decommissioning. **Corridor, and the Gen-Tie corridor**

(b) Each CUP owner shall implement the following measures prior to and during construction activities at each CUP, the Electric Collector line Corridor and Gen-Tie line corridor to avoid construction-related impacts to jurisdictional waters and wetlands.

(c) Each CUP and Project design shall avoid direct and indirect impacts to jurisdictional waters to the greatest extent feasible. Construction within jurisdictional waters and/or wetlands shall be subject to prior authorization by USACE, RWQCB, and CDFW.

(d) All equipment operating in and near jurisdictional waters or wetlands shall be in good working condition and free of leaks. All vehicles shall have drip pans during storage to contain minor spills and drips. No refueling or storage shall take place within 100 feet of a drainage channel or structure. In addition, all maintenance crews working with heavy equipment shall be trained in spill containment and response.

(e) Discharges shall not permanently restrict or impede the passage of normal or expected high flows, or cause the permanent relocation or diversion of the flows.

(f) Where turbidity or erosion occurs or is expected to occur from drainage structures, biofilters, detention basins or other appropriate drainage catchment structures shall be installed where flow conveyance occurs from the Project directly into a jurisdictional area.

(g) Temporary impacts to jurisdictional waters and wetlands will be recontoured to pre-construction conditions. Temporary impacts to vegetated jurisdictional waters and wetlands will also be revegetated with appropriate native vegetation or non-native compatible with the landscape palette.

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(h) Permanent impacts to jurisdictional waters and wetlands shall be mitigated either through on-site and/or off-site re-establishment and/or enhancement of jurisdictional waters and wetlands or through an approved-mitigation bank or in-lieu fee program, if one is available. The type of mitigation, mitigation location, and the final mitigation ratios will be established during the permit process for the Project's USACE Section 404 permit, the RWQCB Section 401 Water Quality Certification, and a CDFW Streambed Alteration Agreement. The federal agencies have published guidance on mitigation, i.e., the final rule for Compensatory Mitigation for Losses to Aquatic Resources that was issued by USACE and USEPA. Issuance of required permits/authorizations and preparation of a detailed Wetland/Waters Mitigation Plan to be submitted for review and approval by the USACE, RWQCB, and CDFW before impacts to jurisdictional waters.

(i) Each CUP owner shall comply with additional measures identified during permitting through the USACE, RWQCB, and CDFW. In addition, the determination of whether the Project may be permitted under USACE's NWP program, or whether an individual permit shall be required, shall be determined formally as part of the CWA Section 404 permit process. To qualify for an NWP, the proposed action and the associated unavoidable impacts to jurisdictional waters based on final project designs must satisfy all terms and conditions of the applicable NWP, as well as all general conditions and any relevant regional conditions of the NWP program.

(j) The Wetland/Waters Mitigation Plan shall describe proposed on-site and off-site mitigation. For all habitat restoration proposed, this plan shall include details regarding site preparation (e.g., grading), planting specifications, and irrigation design, as well as maintenance and monitoring procedures. The plan shall also outline yearly success criteria and remedial measures should the mitigation effort fall short of the success criteria, and a strategy for long-term mitigation site management. Alternatively, mitigation obligations may be satisfied by participating in a fee-based mitigation program (e.g., a wetland mitigation bank) in which case, long-term management for such mitigation shall be covered under the terms of the formal banking agreement or by purchasing appropriate mitigation credits from a regulatory approved bank.

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(k) The following measures shall apply to construction activities at the Full Build-out Scenario.

(1) A qualified biologist shall be on-site during all ground-disturbing construction activities in potential BUOW habitat. The qualified biologist shall be responsible for implementing and overseeing BUOW avoidance and minimization measures.

(2) The qualified biologist shall have the authority to stop construction if activities are in violation of avoidance and minimization measures. A qualified biologist possesses a bachelor's degree in wildlife biology or a related field and has demonstrated field experience in the identification and life history of BUOW.

(3) Per CDFW guidance, a take avoidance survey (i.e., pre-construction clearance survey) will be conducted by a qualified biologist to determine presence or absence of BUOW no less than fourteen (14) days and no more than thirty (30) days prior to initiating construction activities. Surveys shall include areas within the Project footprint and a surrounding 500-foot (150-meter) buffer. The survey shall consist of walking parallel transects and noting any fresh BUOW sign or presence. The results of the take avoidance survey shall be provided to CDFW. If more than thirty (30) days pass between the take avoidance survey and initiation of Project construction, additional take avoidance surveys may be required, depending on what actions have been implemented to deter BUOW from moving into the Project footprint and buffer area. A final take avoidance survey shall be conducted within the Project footprint within twenty-four (24) hours prior to initiation of construction activities. Given the total duration of construction and the size of the Project, it is expected that take avoidance surveys will be conducted in phases, in order to stay within the required survey windows associated with construction activities.

(4) If occupied burrows are found during take avoidance surveys, appropriate construction buffers or setback distances shall be determined by the qualified biologist on a case-by-case basis, depending on the season in which disturbance will occur, the type of disturbance, and other factors that could influence susceptibility to disturbance (e.g., topography, vegetation, existing

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disturbance levels, etc.). To the extent feasible, buffers of 246 feet (75 meters) will be used during the breeding season (February 1 through August 31) and 164 feet (50 meters) will be used during nonbreeding season (September 1 through January 31). "Shelter in place" techniques shall be used if necessary to create a visual and auditory barrier between construction activities and the occupied burrow. Techniques shall include placing hay bales, fencing, or another physical barrier between the occupied burrow and construction activities. The qualified biologist shall determine if and/or when shelter in place is necessary and feasible for implementation. When construction activities commence adjacent to the buffer area, a qualified biologist shall be present on-site full time to monitor the behavior of BUOW for at least 3 days. The qualified biologist shall have the authority to increase the setback distance if there are signs of disturbance, such as changes in behavior as a result of construction or other indications of distress by BUOW.

- (a) If BUOW activity is detected at a burrow within the Project footprint during the non-breeding season (September 1 through January 31), BUOW shall be excluded from active burrows and encouraged to passively relocate to suitable, unoccupied habitat outside of the exclusion area. BUOW shall be excluded by installing one-way doors in burrow entrances. Although passive relocation does not result in control of the recipient area for BUOW, the qualified biologists shall verify that there is an acceptable "recipient" area within a reasonable distance that provides the necessary subsidies to support BUOW with the goal to minimize the stress of relocation. Subsidies to be considered include suitable burrows (primary and satellite) and habitat quality (e.g., vegetation cover, diversity) that is equal to or greater than that from which they were relocated. If, during pre-construction surveys, BUOW activity is detected at a burrow within the Project footprint during the breeding season (February 1 through August 31), then an appropriate construction buffer or setback distance shall be determined by the qualified biologist on a case-by-case basis. This buffer shall be flagged and all Project-related activity shall remain outside of the flagged area until a

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qualified biologist determines the burrow is no longer occupied (e.g., juveniles are foraging independently and are capable of independent survival).

- (b) In the event that BUOW will be excluded from the Project footprint and occupied burrows will be impacted, a mitigation site with suitable burrows and habitat shall be secured and a Burrowing Owl Exclusion Plan shall be developed and approved by CDFW prior to excluding BUOW from burrows. Specific objectives for BUOW protection addressed by this Burrowing Owl Exclusion Plan shall describe exclusion methodology, burrow excavation procedures, on-site and post-relocation monitoring of occupied burrows, and reporting.
- (c) Occupied BUOW burrows directly impacted shall be replaced by installing artificial burrows on mitigation sites (i.e., conservation easements, in-lieu fee lands, Farm Contract land), or other land as agreed to by CDFW, at a ratio of 1:1. If the mitigation sites identified for the Project have at least two suitable BUOW burrows for each occupied burrow directly impacted, then artificial burrows shall not be installed. Suitable burrows are defined as burrows greater than approximately 4 inches (10 centimeters) in diameter (height and width) and greater than approximately 60 inches (150 centimeters) in depth. Burrows shall be scoped to ensure they are of proper depth for BUOW.
- (d) A security in an amount equal to the fair market value of the cost of a perpetual conservation easement and long-term endowment for the number of acres of burrowing owl habitat mitigation obligation for each CUP Phase (one or more CUPs for which a security is posted) prior to commencement of construction shall be posted to fulfill the mitigation obligations for lost burrowing owl habitat.
- (e) A CUP owner shall proffer compensatory mitigation when a total of four CUP Phases have posted security and proffered compensatory

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mitigation or eighteen (18) months from the date of posting security on the first CUP Phase, whichever is longer. Security shall be returned to the CUP owner upon proffer of compensatory mitigation. CDFW may extend the 18-month period if the CUP owner is making a good-faith effort to proffer mitigation and demonstrating progress in securing mitigation. If the 18-month period elapses and the CUP owner cannot proffer mitigation or demonstrate a good faith effort to secure mitigation, CDFW may cash in the security to secure mitigation itself.

(l) The CUP owner shall proffer mitigation for lost burrowing owl core foraging habitat, as identified in the BUOW occupancy analysis and model by (1) securing a CUP owner purchased conservation easement or similar instrument that protects the agricultural use of the land in perpetuity at a ratio of 1:1; (2) participating in the Burrowing Owl Habitat Mitigation Plan administered by the Imperial Community Foundation-Burrowing Owl Stewardship and Education Fund (IVCF-BOSEF) (or similar qualified non-profit organization and approved by CDFW), if available; and/or (3) using a CDFW-approved in-lieu fee program, if one is available at the time the compensatory mitigation is proffered. To be available as compensatory mitigation for this Project, the Burrowing Owl Habitat Mitigation Plan shall be developed for approval by CDFW and the IVCF-BOSEF Board of Directors (or the Board of Directors of similar qualified non-profit organization) before the time compensatory mitigation is proffered.

(m) The Burrowing Owl Habitat Mitigation Plan would be developed to compensate for impacts to core foraging habitat, and include the following components:

(1) Avoiding higher quality habitat to the extent practicable. [Note: The Project Applicant has already implemented this measure by removing portions of the Project based on the occupancy model.]

(2) A strategy and methods to enroll farmers in a program to grow and retain Burrowing Owl Friendly Crops (BOFC) identified by the occupancy model (i.e., wheat and alfalfa). Core BUOW foraging habitat shall be mitigated at a 1:1 ratio by entering farm land into short-

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term (minimum 3 years) farm agreements to predominantly grow BOFC.

(3) A strategy and method for integrating owl-friendly farm practices to reduce mortality of owls. For farm land enrolled in BOFC agreements that include requirements to implement BUOW safe farm practices, impacts to core BUOW foraging habitat shall be mitigated at a reduced ratio of 0.7:1, which reflects the combined benefit of farming BOFC using BOSFP through short-term (minimum of 3 years) farm

(n) A long-term financing plan and a defined program-sufficient to fund the BOFC/BOSFP agreement program through the end of the Project's operational life (anticipated to be approximately 30 years) (e.g. endowment account).

(o) A Bird and Bat Conservation Strategy (BBCS) will be developed by the Project Applicant in coordination with the County of Imperial, USFWS, and CDFW. The BBCS will include the following components:

(1) A description and assessment of the existing habitat and avian and bat species;

(2) An avian and bat risk assessment and specific measures to avoid, minimize, reduce, or eliminate avian and bat injury or mortality during all phases of the Project.

(3) A post-construction monitoring plan that will be implemented to assess impacts on avian and bat species resulting from the Project. The post-construction monitoring plan will include a description of standardized carcass searches, scavenger rate (i.e., carcass removal) trials, searcher efficiency trials, and reporting.

(4) Statistical methods will be used to estimate Project avian and bat species, including special status species, annual mortality by taxa and season. Analysis will also determine collision rates during diurnal and nocturnal periods; species mortality composition; and assess the spatial distribution mortalities. Sufficient data (i.e., sample sizes) will dictate the extent that fatality models can be used to generate fatality estimates within the various categories. Fatality estimates will be generated

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using the most appropriate fatality estimator given the data set.

- (5) An injured bird response plan that delineates care and curation of any and all injured birds.
- (6) A nesting bird management strategy to outline actions to be taken for avian nests detected within the impact footprint during operation of the Project.
- (7) A conceptual adaptive management and decision-making framework for reviewing, characterizing, and responding to monitoring results.
- (8) Monitoring studies following commencement of commercial operation of each CUP area. Monitoring results will be reviewed annually by the Applicant and the County of Imperial, in consultation with CDFW and USFWS, to inform adaptive management responses.
- (9) During Project construction, incidental avian carcasses or injured birds found during construction shall be documented. Should a carcass be found by Project personnel, the carcass shall be photographed, the location shall be marked, the carcass shall not be moved, and a qualified biologist shall be contacted to examine the carcass. When a carcass is detected, the following data shall be recorded (to the extent possible): observer, date/time, species or most precise species group possible, sex, age, estimated time since death, potential cause of death or other pertinent information, distance and bearing to nearest structure (if any) that may have been associated with the mortality, location (recorded with a Global Positioning System [GPS]), and condition of carcass.
- (10) If any federal listed, state listed or fully protected avian carcasses or injured birds are found during construction or post-construction monitoring, the Project Applicant shall notify USFWS and CDFW within 24 hours via email or phone and work with the resource agencies to determine the appropriate course of action for these species. For such listed species, the CUP owner shall obtain or retain a biologist with the appropriate USFWS Special Purpose Utility Permit(s) and CDFW Scientific Collecting Permit(s) to collect and salvage all dead and injured birds, and store/curate them in freezers for later disposition and analysis.

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(11) Although take is not anticipated, it is possible. Should mortality of a federally listed species be documented, the take will be addressed by applying for an incidental take permit through the development of a Habitat Conservation Plan (HCP) that satisfies the permit issuance criteria stipulated under Section 10(a)(1)(B) of the Endangered Species Act or through consultation under Section 7 of the federal Endangered Species Act. If mortality of a State-listed species is documented, the CUP owner shall apply for a 2081(b) incidental take permit from CDFW. Alternatively, if available, the CUP owner may elect to obtain incidental take authorization through participation in the Desert Renewable Energy Conservation Plan.

(12) Utility lines constructed above-ground shall conform to Avian Power Line Interaction Committee (APLIC) standards.

(13) Post-construction monitoring studies shall be conducted by a third-party independent contractor for at least two (2) years following commencement of commercial operation of each CUP area. Monitoring results shall be reviewed annually by the Applicant and the County of Imperial, in consultation with CDFW and USFWS, to determine if and to what extent post-construction monitoring studies shall be continued in future years.

(2) To the extent possible, construction shall occur outside the typical avian breeding season (February 15 through September 15). If construction must occur during the general avian breeding season, a pre-construction nest survey shall be conducted within the impact area and a 500-foot (150-meter) buffer by qualified biologist no more than seven (7) days prior to the start of vegetation clearing and/or ground disturbing construction activities in any given area of the Project footprint. Construction crews shall coordinate with the qualified biologist at least seven (7) days prior to the start of construction in a given area to ensure that the construction area has been adequately surveyed. A nest is defined as active once birds begin constructing or repairing the nest in readiness for egg-laying. A nest is no longer an "active nest" if abandoned by the adult birds or once nestlings or fledglings are no longer dependent on the nest. If no active nests are discovered, construction may proceed. If active nests are observed that could be disturbed by construction activities, these nests and an appropriately sized buffer (typically a 200-foot (61-

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meter) buffer for non-raptor species nests and at least a 500-foot (150-meter) buffer for raptor or federally listed species nests) would be avoided until the young have fledged. Final construction buffers or setback distances shall be determined by the qualified biologist in coordination with USFWS and CDFW on a case-by-case basis, depending on the species, season in which disturbance shall occur, the type of disturbance, and other factors that could influence susceptibility to disturbance (e.g., topography, vegetation, existing disturbance levels, etc.). Active nests shall be avoided until the young have fledged and/or the monitor determines that no impacts are anticipated to the nesting birds or their young. If vegetation clearing and/or ground disturbing activities cease for fourteen (14) or more consecutive days during the nesting season in areas where suitable nesting habitat remains, repeat nesting bird surveys shall be required to ensure new nesting locations have not been established within the impact area and the defined buffers.

- (3) Construction-generated noise may result in disturbance to nesting migratory birds. The following measures shall be incorporated to minimize noise generated from construction activities:
 - (a) The qualified biologist shall coordinate with contractors to ensure that heavy equipment will be repaired as far as practical from habitats where nesting birds may be present.
 - (b) Construction equipment, including generators and compressors, shall be equipped with manufacturers' standard noise-control devices or better (e.g., mufflers, acoustical lagging, and/or engine enclosures).
 - (c) The construction contractor shall maintain all construction vehicles and equipment in proper operating condition and provide mufflers on all gas- and diesel-powered equipment.
 - (d) The Project's BBCS shall be implemented during the construction. Incidental avian carcasses or injured birds found during construction shall be documented. If a carcass be found by Project personnel, the carcass shall be photographed, the location shall be marked, the carcass shall not be moved, and a qualified biologist shall be contacted to examine the carcass. When a carcass is detected, the following data shall be recorded (to the extent possible): observer, date/time, species or most precise species group possible, sex, age, estimated time since death, potential cause of death or other pertinent information, distance and bearing to nearest structure (if any) that may have been

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associated with the mortality, location (recorded with a Global Positioning System [GPS]), and condition of carcass.

- (4) During decommissioning, Project improvements associated with the Electric Collector Corridor Line and the Mount Signal Solar Farm Project Gen-Tie line shall be removed. In addition, all unnecessary overhead power lines and poles shall be removed by each CUP owner.
- (5) Adhere to all mitigations outlined in the Mitigation Monitoring and Reporting Program (MM&RP) for the Lindsey Solar Farm project.

S-10 PUBLIC SERVICES:

- (A) If Permittee receives an exclusion of applicable sales and use tax payable to the County of Imperial under Senate Bill 71 under the State Public Resource Code (Section 26003, et al.) and the California Alternative Energy and Advanced Transportation Financing Authority (CAETF), Permittee shall pay to the County and Local Transportation Authority an amount equal to the sales tax (currently at 1.5%) which would have been received if Permittee had not obtained such exclusion.
- (B) Permittee shall require that its general construction contractor exercise its option to obtain a Board of Equalization (BOE) sub-permit for the jobsite and allocate all eligible use tax payments to Imperial County and LTA. Permittee will require that the general contractor provide County of Imperial with either a copy of their BOE account number and sub-permit. To accomplish this, Permittee shall either cause its general construction contractor to treat the project in accordance with California Regulation 1521(b)(2)(B), California Regulation 1521(c)(13)(B), and California Regulation 1826(b) for sales and use tax purposes or form a "Buying Company" as defined in the State of California Board of Equalization Regulation 1699(h). Permittee can adopt an alternate methodology to accomplish this goal if such methodology is approved by the County Executive Officer prior to issuance of building permits. Permittee shall require its general construction contractor to use commercially reasonable best efforts to cause its subcontractors and vendors to obtain similar sub-permits for the jobsite and to allocate all eligible sales and use tax payment to Imperial County and LTA.
- (C) Permittee shall direct use taxes on out-of-County taxable purchased construction related items to Imperial County, to the extent permitted and consistent with state use tax law.
- (D) Permittee shall use its best efforts, consistent with state law, to source taxable purchases from price competition construction retail vendors within the County of Imperial in order to further source sales to County.

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(E) The Permittee shall exclude from assessment and taxation under California Revenue and Taxation Code Section 73 (AB 1451) only that property qualifying as an Active Solar Energy System, pursuant to the applicable guidelines issued by the Board of Equalization.

(1) The Permittee shall widely publicize to County residents the availability of job opportunities associated with the project (whether or not those job opportunities are within Imperial County or are regional). Since the majority of the population residents in the incorporated Cities of the County, dissemination of the information should be relatively easy. Postings at City Halls, newspaper and television advertisements, local job centers, and dedicated website shall offer sufficient avenues of communication. The Imperial County Office of Employment and Training in addition to the Imperial Valley College presents viable sources for community awareness. The information shall provide available positions, details of positions including qualifications, number of openings, indicated the anticipated start date for each, and application process. In order to maintain oversight of the process, the application process can be completed both on a dedicated website and at dedicated computers at the County which would afford those without Internet connection the ability to apply. The Permittee's information shall be forwarded to the Permittee or their contractor and copies of applications files are maintained at the County.

(2) During the development phase of the project, the Permittee shall provide a roster of employees to include their position and place of residence. Permittee shall also attempt to coordinate a ride-share program with Caltrans and other regional employers to facilitate the employment of Imperial County residents in jobs related to this project.

(3) Unless prohibited by local, state or federal law or regulation, Permittee shall make good faith efforts to hire qualified residents of the Imperial County with the objective that a majority of the total work force is comprised of the Imperial County residents.

(4) The Permittee shall install and implement security measures which may include, but not limited to, secured perimeter fencing with barbed wire, sensors, with controlled access points, security alarms, security camera systems, security guard vehicle patrols to deter trespass or unauthorized activities that would interfere with operation of the proposed project.

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- (5) Permittee shall compensate the County pursuant to the Department of Environmental Health Fee Schedule for any costs of calls related to bees and mosquitoes.
- (6) The Permittee shall reimburse the Sheriff's Department for any investigations regarding theft on the Project site and related law enforcement.
- (7) All construction supervisors and foremen shall be provided with communication devices, cell phones or walkie-talkies, in the event of an emergency situation on-site.
- (8) All construction-related activities shall take place within the development footprint of the Project as defined by the final engineering plans. The anticipated impact areas, including staging areas, equipment access, and disposal or temporary placement of spoils, shall be delineated with staking and/or orange construction fencing prior to construction to avoid natural resources where possible. No construction-related activities shall occur outside of the designated impact area. All construction materials, staging, storage, dispensing, fueling, and maintenance activities shall be designated on construction maps and shall be situated a minimum of fifty (50) feet from all drainages. Staging and temporary access shall occur on existing roadways whenever possible.
- (9) For operation and maintenance fees associated with Fire Department/OES: Compare to DA
 - (a) Permittee shall pay a fee of \$50 per acre per year prior to commencement of the construction period to address the Imperial County Fire/OES expenses for service calls within the Project's Utility/Transmission area. Said amount shall be prorated on a monthly basis for periods of time less than a full year. Permittee shall provide advance, written notice to County Executive Office of the construction schedule and all revisions thereto.

Permittee shall pay an annual fee of \$20 per acre per year during the post-construction, operational phase of the Project to address the Imperial County Fire/OES expenses for service calls within the Project's Utility/Transmission area. Said fee will be paid to the Fire Department to cover on-going maintenance and operations costs created by the project.
 - (b) Costs associated with items two above items shall be annually adjusted on January 1st to add a CPI (Los Angeles) increase. Such costs associated with these items can be

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readjusted in the County's sole discretion if a new service analysis is prepared and that service analysis is approved by both the County and the Permittee.

(10) **FIRE** – In lieu of providing all-weather access roads for fire protection vehicles, the Permittee shall be permitted to provide compacted dirt roads (in compliance with ICAPCD's rules and regulations) for fire protection vehicles if prior to the issuance of any grading permit for the Project shall purchase an All-Terrain Vehicle (ATV) for the Fire Department. The ATV is estimated to cost between \$320,000.00 and \$365,000.00. Final cost, conditions and equipment of the ATV shall be determined prior to the issuance of the initial grading permit. The County agrees to require, as a condition of approval, other developers in the area to reimburse the Applicant for the expenses associated with the purchase of the ATV. The Permittee shall be reimbursed only for those expenses in excess of their proportionate share for the purchase of the ATV that the Permittee would have been required to pay. Furthermore, if an ATV was already purchased by another developer in the area, then the Permittee shall only be required to pay a fire mitigation in the amount of up to \$100 per acre that would represent their proportionate share to reimburse the purchaser of the ATV. The County shall be responsible for managing the reimbursement component of this condition of approval.

S-11 COMMENCEMENT OF WORK:

If the project for which a Conditional Use Permit has been approved has not commenced, or permits for said project have not been issued, within one (1) year from approval date the Conditional Use Permit shall be null and void. If a Conditional Use Permit has been unused, abandoned, discontinued, or ceased for one (1) year, the Conditional Use Permit shall be null and void, and be of no effect. Notice to applicant/permittee under this division will not be required or provided by Department.

If an applicant cannot initiate or obtain permits for the approved use during the one (1) year, applicant may request a one (1) year extension from the Department. The request for an extension shall be in writing and be submitted with explanation to the Planning & Development Services Department at least sixty (60) days prior to the end of the one (1) year period. The Director shall have the authority to extend the initial start up period of a Conditional Use Permit two times for a maximum of one (1) year each. No extension under this section shall be extended for more than two (2) years.

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S-12 CONSTRUCTION STANDARDS:

The solar energy facility structures shall be built in accordance with the California Building Code requirements applicable to "Seismic Category D". All structures and facilities shall be designed in accordance with the publication entitled "Recommended Lateral Force Requirements and Commentary by the Structural Engineers Association of California". The structural components of the permitted facilities shall be reviewed by the Building Official/Planning and Development Services Director. Applicable building permits shall be procured from the County for facilities prior to commencement of construction of such facilities.

S-13 EMERGENCY RESPONSE/ACTION PLAN:

- (A) The Permittee shall prepare an Emergency Response/Action Plan that has been approved by the Imperial County Fire/OES Department, and the Local Enforcement Agency. Any hazardous materials storage areas shall be designed with curbs or other containment measures, e.g. double-walled storage tanks, to contain spills and leaks and if on-site hazardous materials exceed fifty-five (55) gallons, a "Hazardous Material Management Plan" shall be prepared and approved by the County LEA and CUPA.
- (B) The Emergency Response/Action Plan shall cover all possible emergencies, e.g. major fluid spills, earthquakes, fires, floods or other emergencies. At all times, there shall be at least one employee either on the facility premises or on-call (i.e., available to respond to an emergency by reaching the facility within a short period of time) with the responsibility of coordinating all emergency response measures. This Emergency Coordinator shall be thoroughly familiar with all aspects of the solar facility's Emergency Response/Action Plan, all operations and activities at the facility, location of all records within the facility and the facilities layout. This person shall have the authority to commit the resources needed to carry out the contingency plan. Adequate personnel and equipment shall be available to respond to emergencies and to insure compliance with the conditions of the permit.
- (C) The Emergency Response/Action Plan shall be prepared in consultation with, but not be limited to, the Imperial County Fire Protection/Office of Emergency Services, County Environmental Health Services/Health Department, County Sheriff/Coroner's office, County Public Works Department, Imperial County Planning and Development Services Department, and other appropriate state and county agencies. The plan shall include a notification list of response agencies which shall be notified immediately upon the discovery of a reportable unauthorized discharge and the list shall include: Imperial Fire Protection/Office of Emergency Services, Imperial County Planning and

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Development Services Department, County Environmental Health Services/Health Department, County Department of Public Works (DPW), California Highway Patrol, as applicable.

- (D) All employees shall be trained by classroom and hands-on training on safety procedures, maintenance programs and emergency response protocols to ensure safety and reliability in the event of an unforeseen emergency situation.
- (E) The Permittee shall provide adequate safety devices against the hazard of fire and explosion for activities that involve the use and storage of flammable, explosive or highly corrosive or reactive materials as well as provide adequate fire-fighting and fire suppression equipment and using devices standard within the industry in compliance with all applicable state and local laws as determined by the Fire Chief, Office of Emergency Services.
- (F) The Permittee shall implement all State and County-approved worker safety and fire protection plans and programs.
- (G) Any gates on-site shall have a "knock" lock and be rapidly accessible by the Imperial Fire Protection/Office of Emergency Services.
- (H) Appropriate first aid provisions for facility operations shall be made for emergency response during Project construction, operation, and maintenance activities with appropriate first aid training for Project employees.
- (I) During construction, a member of each working crew shall be trained in basic first aid and supplied with necessary medical equipment to respond to emergencies as provided for in the Emergency Response/Action Plan required above.
- (J) Permittee shall identify a responsible agent for emergency purposes, whose name, title, e-mail address and telephone number, which shall be provided to the County Department of Public Works, County Fire Protection/OES Department, County Environmental Health Services/Health Department, County Sheriff/Coroner's office, Imperial Irrigation District (IID), and Imperial County Planning and Development Services Department.

S-14 LAND USE IMPROVEMENTS

- (A) The Permittee shall prepare an appropriate parking plan for review and approval by the County Planning and Development Services and County Public Works Department for all proposed Operation & Maintenance buildings.

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(B) The Permittee shall surface with a minimum of three (3) inches of asphaltic concrete paving or material of higher quality all access drives, parking areas, and vehicular maneuvering areas from primary access to any constructed operation and maintenance buildings.

S-15 NOISE STANDARDS:

- (A) During the construction period, heavy truck traffic to/from the solar facilities shall be limited to the hours between 7:00 AM and 7:00 PM.
- (B) During construction, in accordance with Imperial County Noise Element of the General Plan, the noise level shall not exceed 75 dBA_{L_{eq}} at the property boundary when averaged over an 8-hour period.
- (C) During operation of the facility, the maximum permitted continuous sound level shall be not more than 45 dBA_{L_{eq}}, as measured at the nearest residence using the "A" scale and measured with a sound level meter and associated octave band analyzer. The level may be exceeded by ten percent (10%) if the noise is intermittent and during daylight hours.
- (D) Haul trucks and other engine-powered equipment shall be muffled and operated with engine exhaust brake use limited to emergencies.

S-16 ODOR CONTROL:

The Permittee shall control all odor-causing, harmful, noxious emissions to insure that quantities or air contaminants released as a result of the permitted facilities do not exceed County, State or Federal standards, nor constitute a public nuisance, per the Imperial County Land Use Ordinance, Division 13, Enforcement, Chapter 2, Abatement of Nuisances, Sections 91302.00 through 91301.02.

S-17 PLAN APPROVALS:

Permittee shall submit to the Imperial County Planning and Development Services Department, architectural, landscaping and lighting plans prior to construction of those facilities, to include painting of structures, planting of trees and/or vegetation, and shall receive all approvals prior to commencing construction of the applicable permitted facilities. Approval shall not be unreasonably withheld so long as the plans are consistent with applicable Imperial Count Land Use Ordinance requirements.

S-18 PROJECT DESIGN:

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(D) The Planning and Development Services Department, in consultation with the third party Environmental Consultant and the County Executive Office, will require that all mitigation measures be satisfied, all mitigation monitoring and Reporting Program requirements have been satisfied, all Conditions of Approval in the Conditional Use Permit are in full compliance and all conditions of the Development Agreement have been satisfied before the Final Certificate of Occupancy Certificate is issued.

(E) During the operation of solar facility, an Annual Compliance Report shall be submitted to the Imperial County Planning and Development Services Department, documenting the implementation of the conditions and general measures as well as any resource-specific measures.

(F) The Permittee shall reimburse the Imperial County Planning and Development Services Department for County as well as monitoring and investigations related to the construction and operation of the Project. Permittee shall compensate the County pursuant to the Imperial County Planning & Development Services Department Fee Schedule for any costs incurred.

(G) Permittee shall pay for all costs as required to comply with the Conditions of Approval and MMRP, and shall implement all required mitigation measures as indicated in the Final Environmental Impact Report (FEIR) and Mitigation Monitoring, Reporting Program (MMRP). If mitigation measures for FEIR and MM&RP are more stringent than the conditions in this permit, the FEIR & MM&RP mitigations will be required.

(H) All County staff time will be billed on a time and materials basis. Failure by Permittee to provide any payment required of Permittee to the County in the CUP shall cause Permittee to be in non-compliance of the CUP. Upon Permittee being in such noncompliance, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with the Project.

S-20 SPILLS AND RUNOFF:

The Permittee shall design and construct the permitted facilities to prevent spills from endangering adjacent properties and to prevent runoff from any source being channeled or directed in an unnatural way so as to cause erosion, siltation, or other detriments pursuant to the construction Storm Water Pollution Prevention Plan approved by the Regional Water Quality Control Board.

S-21 SOLAR FACILITIES CLOSURE AND SITE RESTORATION:

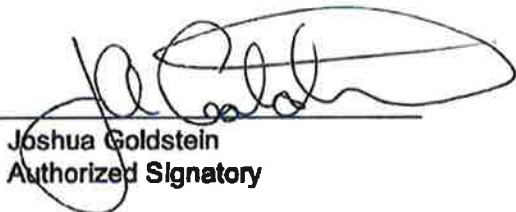
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NOW THEREFORE, County hereby issues the Conditional Use Permit #17-0027, and Permittee hereby accepts such permit upon the terms and conditions set forth herein.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first written.

PERMITTEE:

92JT 8me, LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762



Joshua Goldstein
Authorized Signatory

January 29, 2021
Date

COUNTY OF IMPERIAL, a political subdivision of the STATE OF CALIFORNIA



Jim Minnick, **JAMES A. MINNICK**
Director, Planning & Development Services
Department

2/3/21
Date

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PERMITTEE NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

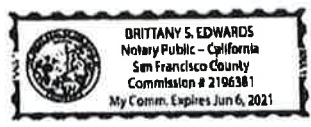
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO } S.S.

On January 29, 2021 before me, Brittany S. Edwards a Notary Public in and for said County and State, personally appeared Joshua Goldstein, who proved to on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature *Brittany S. Edwards*

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document CUP-LAUREL SOLAR FARM 4 - ^{S.E.} ~~CUP~~ 17-0027
Number of Pages 56 Date of Document January 29, 2021
Signer(s) Other Than Named Above n/a

Dated 01/29/21

COUNTY NOTARIZATION

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF IMPERIAL } S.S.

On FEBRUARY 3, 2021 before me, PATRICIA A. VALENZUELA a Notary Public in and for said County and State, personally appeared JAMES A. MINNICK, who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature Patricia A. Valenzuela

NOTARY COMMISSION EXTENDED PURSUANT TO EXECUTIVE ORDER N63-20

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document Conditional Use Permit
Number of Pages 56 Date of Document FEBRUARY 3, 2021
Signer(s) Other Than Named Above _____
Dated _____

S:\AllUsers\APN\05113501015\88 file\CUP\CUP 17-0027.doc

RECORDED

FEB 10 2021

CHUCK STOREY
Imperial County Clerk-Recorder

1 When Recorded Return To:
2 _____
3 Imperial County
4 Planning & Development Services
5 801 Main Street
6 El Centro, California 92243
7 _____

Recorded in Official Records,
IMPERIAL COUNTY
Doc#: 2021003213
02/10/2021 12:12 PM

7 **AGREEMENT FOR**
8 **CONDITIONAL USE PERMIT #17-0030**
9 **LAUREL CLUSTER SOLAR FARM 3**
10 **APN 051-270-027-000, 051-270-047-000, 051-300-008-000, 051-300-009-000, 051-300-**
11 **030-000, & 051-300-039-000**
12 **JANUARY 2019**

12 **APN: 051-270-027-000, 051-270-047-000, 051-300-008-000, 051-300-009-000,**
13 **051-300-030-000, 051-300-039-000 & 051-330-001-000**

14 That Portion of Section 16 & 21 & Tract 82 & 83 of Route 8 Township 16 South Range 12
15 East 120.82 Acres (AC); Portion Northwest ¼ Tract 81 & Tract 82 Township 16 South
16 Range 12 East 81.16 Acres East of Dixie Drain No. 3; & Southwest ¼ of Southwest ¼
17 Section 22 T16S R12E Northwest ¼ of Northwest ¼ Section 27 80AC; Southeast ¼ of
18 Southeast ¼ Section 21 T16S R12E Northeast ¼ of Northeast ¼ Section 28 80AC;
19 Parcel 1 Parcel Map (PM) 1914 of West ½ Section 21 & Northwest ¼ of Northwest ¼
20 Section 28 T16 South Range 12 East AC 221.88; Northeast ¼ Northwest ¼ & Port Lot 2
21 Section 28 T16S R12E 48.22 AC.
22
23

24
25 This Agreement is made and entered into on this 29th day of JANUARY, ²⁰²¹ ~~2019~~, by ^{ON}
26 and between 92JT 8me, LLC hereinafter referred to as the Permittee (Permittee),
27 and the
28

1 COUNTY OF IMPERIAL, a political subdivision of the State of California, (hereinafter
2 referred to as "COUNTY") related to the Laurel Solar Farm 3 Project.
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5 **RECITALS**

6 **WHEREAS**, Permittee is the lessee or successor-in-interest of certain land in
7 Imperial County to be improved with the proposed photovoltaic solar energy facility,
8 electrical switch station, substation, and internal solar development transmission lines, on
9 approximately 587 acres within Imperial County. The proposed facility is located in the
10 south western portion of Imperial County, California, approximately ten miles west &
11 southwest of the City of El Centro and approximately 13 miles west & northwest of
12 Calexico.
13

14 **WHEREAS**, Permittee has applied to the County of Imperial for a Conditional Use
15 Permit #17-0030 for constructing and operating a new solar energy facility with ancillary
16 support facilities, including electrical interconnections to be transmitted to a proposed IID
17 Substation (Fern) (the "Project").
18

19 **WHEREAS**, the overall Project includes 3 other CUP's on different properties within
20 the County which are the subject of separate resolutions.

21 **WHEREAS**, The Permittee for the Laurel Solar Farm 3 project shall fully comply with
22 all of the terms and conditions of the Project as specified hereinafter within this
23 Conditional Use Permit.
24

25 The rest of this page is intentionally left blank.
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GENERAL CONDITIONS:

The "GENERAL CONDITIONS" are shown by the letter "G". These conditions are conditions that are either routinely and commonly included in all Conditional Use Permits as "standardized conditions" and/or are conditions that the Imperial County Planning Commission has established as a requirement on all CUP's for consistent application and enforcement. The Permittee is hereby advised that the General Conditions are as applicable as the SITE SPECIFIC conditions. The General Conditions are in addition to the MMRP and any and all other requirements for the project.

G-1 GENERAL LAW and other Requirements:

The Permittee shall comply with all local, state and/or federal laws, rules, regulations, ordinances, and/or standards (LORS) as they may pertain to the Project, whether specified herein or not. The Project shall be constructed and operated as described in the General Plan Amendment, Zone Change, Conditional Use Permit applications and the Final Environmental Impact Report, (FEIR) and Mitigation and Monitoring Reporting Program (MMRP). A violation of any such LORS or conditions, applications, the FEIR or the MMRP shall be a violation of this CUP.

G-2 PERMITS/LICENSES:

The Permittee shall obtain any and all local, state and/or federal permits, licenses, and/or other approvals for the construction and/or operation of the Project. This shall include, but shall not be limited to, local requirements by the Imperial County EHS/Health Department, Imperial County Planning and Development Services Department, Imperial County Air Pollution Control District (ICAPCD), Imperial Irrigation District (IID), Imperial County Public Works Department, Imperial County Sheriff/Coroner's office, and the Imperial County Fire Protection/Office of Emergency Services, among others. Permittee shall likewise comply with all such permit requirements. Additionally, Permittee shall submit a copy of such additional permits and/or licenses to the Imperial County Planning and Development Services Department within thirty (30) days of receipt, including amendments or alternatives thereto, when requested.

G-3 RECORDATION:

This permit shall not be effective until it is recorded at the Imperial County Recorder's Office and payment of the recordation fee shall be the responsibility of the Permittee. If the Permittee fails to pay the recordation fee within six (6) months from the date of approval, this permit shall be deemed null and void. Recording is an action of notice and does not convey any rights to Permittee

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G-4 DURATION OF AGREEMENT

Unless otherwise specified within the specific conditions, this permit shall be limited to a maximum of thirty (30) years from the recordation of the CUP. The CUP may be extended for an additional ten (10) year period by the appropriate County entity (either the Planning Director, the Planning Commission or the Board of Supervisors as set forth in the applicable Imperial County Ordinances) upon a finding that the Project is in compliance with all conditions of the CUP as stated herein and any applicable Land Use regulation of the County of Imperial. If an extension is necessary, the Permittee shall file a written extension request with the Planning Director at least sixty (60) days prior to the expiration date of the permit. Such an extension request shall include the appropriate extension fee. Nothing stated or implied within this permit shall constitute a guarantee that an extension will be granted. An extension may not be granted if the Project is in violation of any one or all of the conditions or if there is a history of non-compliance with the permit conditions.

G-5 INDEMNIFICATION:

In addition to any other indemnifications provided for the Project, and as a condition of this permit, Permittee shall defend, indemnify, hold harmless, and release the County, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the entitlements, any permits, approvals or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys' fees for counsel chosen by County, or expert witness fees that may be asserted by any person or entity, including the Permittee, arising out of or in connection with the approval of this permit, whether there is concurrent, passive or active negligence on the part of the County, its agents, officers, attorneys, or employees. This indemnification shall include Permittee's actions or failure to act involved in drilling, grading, construction, operation or abandonment of the permitted activities. Permittee further agrees to comply with the terms of the indemnification agreement incorporated by this reference and attached hereto as **Exhibit A**. Failure to provide payment of any fees or other costs for this indemnification shall cause Permittee to be in non-compliance with this permit. Upon notification of non-compliance, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with this project.

G-6 INSURANCE:

For the term of the CUP and any period thereafter for decommissioning and reclamation, the Permittee and/or Permittee's prime contractor assigned site

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control during construction, shall secure and maintain liability in tort and property damage, commercial liability and all risk builders' Insurance at a minimum of **\$1,000,000 each, combined single limit property damage and personal injury**, to protect persons or property from injury or damage caused in any way by construction and/or operation of permitted facilities. Such insurance shall be endorsed to name the County, its officers, agents, and employees as additional insureds and shall be in a form and from a company acceptable to County. The Permittee shall require that proper Workers' Compensation insurance cover all laborers working on such facilities as required by the State of California. The Permittee and/or Permittee's prime contractor assigned site control during construction, shall also secure liability insurance and such other insurance as may be required by the State and/or Federal Law. Evidence of such insurance shall be provided to the County prior to commencement of any activities authorized by this permit, e.g. an endorsed Certificate of Insurance is to be provided to the Imperial County Planning and Development Services Department by the insurance carrier and said insurance and certificate shall be kept current for the life of the permitted Project. Certificate(s) of Insurance shall be sent directly to the Imperial County Planning and Development Services Department by the insurance carrier and shall be endorsed to name the Department as a recipient of both renewal and cancellation notices.

G-7 INSPECTION AND RIGHT OF ENTRY:

The County reserves the right to enter the premises to make appropriate inspection(s) and to determine if the condition(s) of this permit are complied with. The owner or operator shall allow an authorized County representative access into the site upon the presentation of credentials and other documents as may be required by law to:

- (A) Enter at reasonable times upon the owner's or operator's premises where a permitted facility or activity is located or conducted, or where records must be kept under the conditions of the permit.
- (B) Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit.
- (C) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under the permit.
- (D) Sample or monitor, at reasonable times, for the purpose of assuring permit compliance or, otherwise authorized by law, any substances or parameters at any location.

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G-8 SEVERABILITY:

Should any condition(s) of this permit be determined by a Court or other agency with proper jurisdiction to be invalid for any reason, such determination shall not invalidate the remaining provision(s) of this permit.

G-9 PROVISION TO RUN WITH THE LAND/PROJECT:

The provisions of this Permit are to run with the land/project and shall bind the current and future owner(s), successor(s)-in-interest, assignee(s) and/or transferee(s) of said Project pursuant to the recordation required by Condition G-3. Permittee shall not without prior notification to the Imperial County Planning and Development Services Department assign, sell or transfer, or grant control of Project or any right or privilege therein granted by this permit. The Permittee shall provide a minimum of thirty (30) days written notice prior to any proposed transfer becoming effective. The permitted use identified herein is limited for use upon the permitted properties described herein and may not be transferred to any another other parcel(s) without prior approval.

The Permittee shall pay any and all amounts determined by the County to defray any and all cost(s) for the review of reports, field investigations, monitoring, and other activities directly related to the enforcement/monitoring for compliance of this Conditional Use Permit, County Ordinance, MMRP or any other applicable law. All County Departments, directly involved in the monitoring/enforcement of this permit may bill Permittee under this provision; however said billing shall only be through and with the approval of the Imperial County Planning and Development Services Department. All County staff time will be billed on a time and materials basis. Failure by Permittee to provide any payment required of Permittee to the County in the CUP shall cause Permittee to be in non-compliance of the CUP. Upon Permittee being in such noncompliance, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with the Project.

G-10 REPORTS/INFORMATION:

If requested by the Imperial County Planning Director, Permittee at its sole expense shall provide any such documentation/report as necessary to ascertain compliance with the Conditional Use Permit. The format, content and supporting documentation shall be as required by the Imperial County Planning Director.

G-11 DEFINITIONS:

In the event of a dispute the meaning(s) or the intent of any word(s), phrase(s) and/or conditions or sections herein shall be determined by the

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Imperial County Planning Commission. Their determination shall be final unless an appeal is made to the Imperial County Board of Supervisors within the required time.

G-12 MINOR AMENDMENTS:

Unless as otherwise required by law (including but not limited to County ordinance interpretations and minor modifications or changes can be made to the Project with the mutual agreement of Developer and County and only in one of the following circumstances:

(A) Where the change is ministerial, mutually agreeable to Imperial County Planning & Development Services Director and Developer and constitutes an administrative interpretation, less than significant amendment or change or technical modification to the design, construction and/or operation of the Project under the existing applicable rules, regulations, and laws of the County and does not

- (1) Alter the permitted uses of the Property as a whole or within any CUP; or
- (2) Increase the density or intensity of use of the Property as a whole or within any CUP; or,
- (3) Increase the maximum height and size of permitted buildings or structures; or,
- (4) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or
- (5) Conflict with a condition of approval or MMRP; or
- (6) Constitute a discretionary approval by the County for which a subsequent or supplemental environmental impact report would be required pursuant to Section 21166 of the Public Resources Code.

(B) Where the change is ministerial, mutually agreeable to Developer and constitutes an administrative interpretation, less than significant amendment or change or technical modification to the design, construction and/or operation of the Project under the existing applicable rules, regulations, and laws of non-County agencies as to Project matters within their sole jurisdiction.

G-13 SPECIFICITY:

The issuance of this permit provides a temporary use right on the project property within the requirements set out here and does not authorize the

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Permittee to construct or operate the Project in violation of any LORS or beyond the duration, term or specified boundaries of the Project as shown the application/project description/permit, nor shall this permit allow any accessory or ancillary use not specified herein. This permit does not provide any prescriptive right or use to the Permittee for future addition and or modifications to the Project.

G-14 NON-COMPLIANCE (ENFORCEMENT & TERMINATION):

Should the Permittee violate any condition herein, the County shall give written notice of such violation and actions required of Permittee to correct such violation. If Permittee does not act to correct the identified violation within forty-five (45) days after written notice, County may revoke the CUP. If Permittee pursues correction of such violation with reasonable diligence, the County may extend the cure period. Upon such revocation, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with the Project. County may include in such notice of violation and subsequent process default and/or termination of the Development Agreement along with violation or revocation of the CUP, and the procedures set out here shall govern.

G-15 GENERAL WELFARE:

All construction and operations of the solar energy facility shall be conducted with consistency with all laws, conditions, adopted County policies, plans, mitigation measures and the permit application so that the Project will be in harmony with the area and not conflict with the public health, safety, comfort, convenience, and general welfare of those residing in the area.

G-16 PERMITS OF OTHER AGENCIES INCORPORATED:

Permits granted by other governmental agencies in connection with the Project are incorporated herein by reference. The County reserves the right to apply conditions of those permits, as the County deems appropriate and subject to its having jurisdiction; provided, however, that enforcement of a permit granted by another governmental agency shall require written concurrence by the respective agency. Permittee shall provide to the County, upon request, copies and amendments of all such permits.

G-17 HEALTH HAZARD:

If the County Health Officer reasonably determines that a significant health or safety hazard exists to the public, the County Health Officer may require appropriate measures and the Permittee shall implement such measures to mitigate the health hazard. If the hazard to the public is determined to be imminent, such measures may be imposed immediately and may include

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expiration of the thirty (30) years, the expiration or termination of the Conditional Use Permit, or upon approval of the Imperial County Planning and Development director that the restriction is no longer needed based on a change in the development or regulation.

(C) The Permittee shall construct and operate the following facilities in compliance with the Conditional Use Permit, the County's General Plan's Land Use Element, Land Use Ordinance and all other applicable local, state, and federal laws, ordinances, regulations and standards (LORS), to include any other permits which are incorporated herein by reference.

(D) Construction, operation, maintenance, replacement and removal of a solar energy facility & battery energy storage system as described in Permittee's CUP Application & FEIR & DEIR. The solar energy facility would include photovoltaic modules, mounting structures, electrical wiring, inverters, transformers and AC electric collector system, project electric substation and ancillary facilities. Ancillary facilities would include safety and security equipment, retention basins, perimeter fencing, access gates, lighting systems, access roads, and could include temporary construction trailers, an operations and maintenance (O&M) building, equipment enclosures, water treatment system and building, septic system, parking, and fire protection including a minimum 10,000 gallon fire water tank, and monitoring and control systems. The project proposes to use either thin film or crystalline solar photovoltaic (PV) technology modules mounted on fixed or horizontal single-axis tracker (HSAT) systems; concentrating photovoltaic (CPV) systems mounted on a dual-axis tracking system; or a mix of the technologies.

(E) PV module arrays would be mounted on racks supported by driven piles. The depth of the piles would be dependent on the geotechnical recommendations for the Project. The fixed-frame racks would be secured at a fixed tilt of 20° to 25° from horizontal facing a southerly direction. If HSAT technology is used, the PV modules would rotate around the north-south HSAT axis so that the PV modules would face the sun as it moves across the sky throughout the day. The PV modules would reach their maximum height (up to nine feet above the ground, depending on the final design) when the HSAT is rotated to point the modules at the rising or setting sun at both sunrise and sunset. When the HSAT system is rotated so that the PV modules are horizontal (at noon, or when stowed during high winds), the nominal height would be approximately six feet above the ground, depending on the final design. The individual PV systems would be configured in large arrays by placing them in columns spaced approximately ten feet apart to maximize operational performance and to allow access for panel cleaning and maintenance. These arrays would be separated

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from each other and the perimeter security fence by nominal 20-foot wide roads, consistent with emergency access requirements.

(F) CPV technology uses optics such as lenses to concentrate a large amount of sunlight onto a small area of PV cells to generate electricity. The CPV technology focuses the sunlight onto highly efficient solar cells using Fresnel lenses. The CPV technology would likely use a dual-axis tracking system to position the tracker to ensure that concentrated sunlight remains precisely focused on the solar cells throughout the day. The dual-axis tracking structures use single pole/mast-mounted panels that would be approximately 30-feet high at both sunrise and sunset when the panel is rotated to point at the rising or setting sun. The dual-axis modules would be spaced approximately 80 feet apart on-site substation will step-up the voltage from the collection level voltage to 230-kV. Breakers, buswork, protective relaying, Supervisory Control and Data Acquisition (SCADA), and associated substation equipment will be constructed on the CUPs. The communication system may include an above or below-ground fiber optic cable network or microwave tower.

(G) The Project will be interconnected to the regional transmission system from the on-site substation/switchyard via the Gen-Tie interconnection. Each of the four (4) CUPs 17-0027 thru 17-0030 are anticipated to utilize the Gen-Tie line extending from the CUPs to and inverter stations. Alternatively, each CUP may independently construct its own 230-kV (maximum) step-up transformer and switchyard. During normal operation, each substation will "back feed" power to maintain "house" power. This would include O&M buildings, security systems, SCADA, communication systems, plant control systems, etc. Therefore, much of the electrical equipment will be in some stage of electrical operation 24 hours-a-day.

(H) The storage component for the entire Project (all four (4) CUPs) is likely to be shared by all four CUP's'. The field of energy storage is rapidly advancing, and a wide variety of technology is available to choose from. To date, a single technology or provider has not been selected for this component of the Project. The analysis contained in this EIR reflects the worst-case scenario for impacts from these technologies in order to mitigate any impacts from these technologies. Thus the analysis covers the full-range of technologies for when the final decision is made on which technology to construct. The storage component will utilize technologies that operate based upon the principles of potential energy (e.g. pumped storage), chemical energy (e.g. batteries), mechanical/kinetic energy (e.g. flywheel), or any combination thereof. The storage component may be centralized and located adjacent to the substation or switchgear or, alternatively, the energy storage component may be distributed throughout the facility

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adjacent to individual power conversion centers. The storage component would be housed in a warehouse type building or in smaller modular structures such as cargo shipping containers.

S-2 AESTHETICS:

The Permittee shall design and maintain all buildings and equipment enclosures to have exterior surfaces with neutral, non-reflective colors. The construction and maintenance of County-approved landscaping along the access into the Operation/Maintenance Facility shall be in compliance with the Land Use Ordinance, Division 3, Chapters 1 and 2, Sections 90302.00 through 90302.19. As applied to other solar projects and as indicated in the FEIR and as indicated in the FEIR and Mitigation Monitoring and Reporting Program.

- (A) The Permittee shall design and install lighting at construction storage yards and staging areas, such that light bulbs and reflectors are not visible from public viewing areas; lighting does not create reflected glare; and illumination of the Project facilities, vicinity, and nighttime sky is minimized.
- (B) Lighting shall be designed so exterior light fixtures are hooded, with lights directed downward or toward the area to be illuminated and so that backscatter to the nighttime sky is minimized. The design of the lighting shall be such that the luminescence or light source is shielded to minimize light trespass outside the Project boundary.
- (C) All lighting shall be of minimum necessary brightness consistent with worker safety and OSHA-Requirements.
- (D) High illumination areas not occupied on a continuous basis shall have switches or motion detectors to light the area only when occupied.

S-3 AGRICULTURE:

- (A) Prior to the issuance of the initial grading permit or building permit, Permittee shall submit to County of Imperial a Reclamation Plan to return the property to conditions comparable to its current condition for agricultural production. The Reclamation Plan shall include a description of the farming infrastructure to include but not limited to a crop history, water delivery system, drainage system, field access, field roads, grading aspects, reclamation cost estimate prepared by a California-licensed general contractor or civil engineer. The developer shall provide financial assurance/bonding in the amount equal to the reclamation cost estimate to restore all agricultural land/farmland to its pre-construction condition including removal of all structures and equipment, soil testing for and clean-up of contaminants in the soil,

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disking, leveling, and any other clean up and repair necessary to return the land to an agriculturally productive farmable condition prior to the issuance of the initial grading permit or building permit. The Reclamation Plan with appropriate bonding will need approval from the Imperial County Planning and Development Services Director, and County Counsel before any grading or building permit is issued.

(B) Permittee shall minimize paving and ground disturbing activities to the maximum extent practical within agricultural fields to retain soil characteristics.

(C) The Project Developer shall:

(1) Develop and implement an approved Pest Management Plan for the duration of the project that will reduce negative impacts to surrounding farmland. Plan shall be reviewed and approved by the Imperial County Agricultural Commissioner's Office.

(2) Monitor for all pests including insects, vertebrates, weeds, and pathogens. Promptly control or eradicate pests when found, or when notified by the County Agricultural Commissioner's office that a pest problem is present on the project site. The assistance of a licensed pest control advisor (PCA) is recommended. All treatments must be performed by a qualified applicator or a licensed pest control operator (PCO).

(3) "Control" means to reduce the population of common pests below economically damaging levels, and includes attempts to exclude pests before infestation, and effective control methods after infestation. Effective control methods may include physical/mechanical removal, bio-control, cultural control, or chemical treatments.

(4) Notify the County Agricultural Commissioner's office immediately regarding any suspected exotic/invasive pest species such as A- and Q-rated pest species as defined by the California Department of Food Agriculture (CDFA). Eradication of exotic pests will be done under the direction of the Agricultural Commissioner's Office and/or CDFA.

(5) Obey all pesticide use laws, regulations, and permit conditions.

(6) Allow access for County Agricultural Commissioner staff for routine visual and trap pest surveys, compliance inspections, eradication of exotic pests, and other official duties.

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permit, including program costs on a cost recovery/time and material basis. The Agricultural In-Lieu Mitigation Fee, will be placed in a trust account administered by the Imperial County Agricultural Commissioner's office and will be used for such purposes as the acquisition, stewardship, preservation and enhancement of agricultural lands within Imperial County. OR

- c) If Permittee and the County voluntarily enter into a public benefit agreement or Development Agreement that includes Agricultural Benefit Fee payment that is equal to or greater than the amount that would be due under Option 2 of these mitigation measures and the public benefit agreement requires that the Agricultural Benefit Fee be used for such purposes as the acquisition, stewardship, preservation and enhancement of agricultural lands within Imperial County, then this mitigation measure may be satisfied by payment of a voluntarily agreed to Agricultural Benefit Fee.

Mitigation for the temporary loss of Prime Farmland: Permittee may choose one of the following three methods for mitigation:

- d) Agricultural Conservation Easements on a "2 to 1" basis on land of equal size, of equal quality farmland, outside of the path of development. The Conservation Easement shall meet the State Department of Conservation's regulations and shall be recorded prior to issuance of any grading or building permits. OR
- e) The Permittee shall pay an "Agricultural In-Lieu Mitigation Fee" in the amount of 30% of the fair market value per acre for the acres of prime farmland impacted by the Project based on five comparable sales of land used for agricultural purposes as of the effective date of the permit, including program costs on a cost recovery/time and material basis. The Agricultural In-Lieu Mitigation Fee, will be placed in a trust account administered by the Imperial County Agricultural Commissioner's office and will be used for such purposes as the acquisition, stewardship, preservation and enhancement of agricultural lands within Imperial County. OR
- f) If Permittee and the County voluntarily enter into a public benefit agreement and or Development Agreement that includes Agricultural Benefit Fee payment that is equal to or greater than the amount that would be due under option number 2 of this mitigation measure and the public benefit agreement requires that the Agricultural Benefit Fee be used for such purposes as the acquisition, stewardship, preservation and enhancement of agricultural lands within Imperial County, then this mitigation measure may be satisfied by payment of voluntarily agreed to Agricultural Benefit Fee.

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S4 AIR QUALITY:

(A) The Permittee shall comply at all times with the Imperial County Air Pollution Control District's (ICAPCD) Regulation VIII, Fugitive Dust Control. The primary pollutant controlled by this regulation is PM10, "fugitive dust." All identified PM10 sources associated with the construction and operation of the facility, such as open areas, roads, stock piles, material transport and grading activities, shall be controlled such that surface areas are stabilized and visible dust emissions are below 20%. Any control measure not listed within the appropriate sections of Regulation VIII, such as but not limited to watering, graveling, chemical stabilizers and wind barriers shall not be utilized without prior approval from the ICAPCD.

(B) Prior to commencing construction, each CUP owner shall submit a Dust Control Plan to the ICAPCD for approval identifying all sources of PM₁₀ emissions and associated mitigation measures during the construction and operational phases of the Project. The Project Proponent shall submit a "Construction Notification Form" to the ICAPCD ten (10) days prior to the commencement of any earthmoving activity. The Dust Control Plan submitted to the ICAPCD shall meet all applicable requirements for control of fugitive dust emissions, including the following measures designed to achieve the no greater than 20% opacity performance standard for dust control:

- (1) All on-site and off-site unpaved roads shall be effectively stabilized, and visible emissions shall be limited to no greater than 20% opacity for dust emissions by paving, chemical stabilizers, dust suppressants, and/or watering.
- (2) All unpaved traffic areas one acre or more in size with seventy-five (75) or more average vehicle trips per day, shall be effectively stabilized, and visible emissions shall be limited to no greater than 20% opacity for dust emissions by paving, chemical stabilizers, dust suppressants and/or watering.
- (3) The transport of bulk materials shall be completely covered, unless six inches of freeboard space from the top of the container is maintained with no spillage and loss of bulk material. In addition, the cargo compartment of all haul trucks shall be cleaned and/or washed at the delivery site after removal of bulk material.
- (4) All track-out or carry-out, which includes bulk materials that adhere to the exterior surfaces of motor vehicles and/or equipment (including tires) that may then fall onto the pavement, shall be cleaned at the end of each workday, or immediately when mud or

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dirt extends a cumulative distance of fifty (50) linear feet or more onto a paved road within an urban area.

(5) Movement of bulk material handling or transfer shall be stabilized prior to handling, or at points of transfer with application of sufficient water, chemical stabilizers, or by sheltering or enclosing the operation and transfer line.

(6) The construction of new unpaved roads is prohibited within any area with a population of five hundred (500) or more, unless the road meets ICAPCD's definition of a "temporary unpaved road." Any temporary unpaved road shall be effectively stabilized and visible emissions shall be limited to no greater than 20% opacity for dust emission by paving, chemical stabilizers, dust suppressants and/or watering.

(7) Shall comply with the Mitigation and Monitoring Program and applicable mitigations.

(C) Each CUP owner shall implement all applicable standard mitigation measures for construction combustion equipment for the reduction of excess NOx emissions as contained in the Imperial County CEQA Air Quality Handbook and associated regulations. These measures include:

(1) Use of alternative fueled or catalyst equipped diesel construction equipment, including all off-road and portable diesel powered equipment.

(2) Minimize idling time, either by shutting equipment off when not in use or reducing the time of idling to five minutes at a maximum.

(3) Limit the hours of operation of heavy-duty equipment and/or the amount of equipment in use.

(4) Replace fossil-fueled equipment with electrically driven equivalents (assuming powered by a portable generator set and are available, cost effective, and capable of performing the task in an effective, timely manner).

(5) Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing construction activity during the peak hour of vehicular traffic on adjacent roadways.

(6) Implement activity management (e.g. rescheduling activities to avoid overlap of construction phases, which would reduce short-term impacts).

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- (D) Each CUP owner shall use all available EPA TEIR 2 or better (TIER 2+) construction equipment. **AQ-1**
- (E) Consistent with the requirements of ICAPCD Policy 5, each CUP owner shall pay an emission mitigation fee sufficient to off-set the amount by which the Project's NO_x emissions exceed the 100 lbs/day threshold. ICAPCD allows a project to pay in-lieu impact fees using the most current Carl Moyer Cost Effective methodology to reduce excess NO_x emissions. Under the ICAPCD program, the exact amount of the fee cannot be calculated until the time of construction when more precise data regarding the construction equipment types and hours of operation are known and ICAPCD can calculate the fee. Prior to any earthmoving activity, each CUP owner shall submit to the ICAPCD a complete list of all construction equipment to be utilized during the construction phase identifying make, model, year, horsepower, and estimated hours of usage.
- (F) Each CUP shall comply with all mitigations in the Mitigation Monitoring and Reporting Program listed **AQ-1 THRU AQ-5**.

S-5 GEOLOGY/SOILS and MINERAL RESOURCES

- (A) Prior to approval of final building plans/As part of Project design, The proposed Project shall be designed in accordance with the engineering and design standards contained in the 2013 California Building Code (CBC), the Seismic Regulations, Special Publication 117A, and the County of Imperial building requirements. Prior to approval of final building plans, a registered civil engineer or certified engineering geologist, having at least five years of experience in the field of seismic hazard evaluation and mitigation, shall prepare a Final Geotechnical and GeoHazards Report containing site-specific evaluations of the ground shaking hazards affecting the Project, identify the portions of the Project site containing ground shaking hazards, and identify appropriate Project design measures pursuant to the established and proven methodologies set forth in Special Publication 117A and otherwise in compliance with the requirements of Special Publication 117A. All recommended Project design measures as set forth in the Final Geotechnical and GeoHazards Report shall be incorporated into and reflected on the final design and building plans. The Final Geotechnical and GeoHazards Report and Project plans shall be submitted for review and approval by the Imperial County Planning and Development Services Department prior to approval of the final building plans.
- (B) Prior to approval of final building plans/As part of Project design/Prior to issuance of building permits, A Final Geotechnical and GeoHazards Report shall be prepared by a licensed professional engineer during

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the final design phase of the Project. The proposed solar field site parcels and Gen-Tie shall be designed in accordance with the Final Geotechnical and GeoHazards Report. The Report shall be submitted to, and reviewed and approved by, the Imperial County Department of Public Works prior to issuance of building permits. The Geotechnical and GeoHazards Report shall include, but not be limited to, an analysis and recommendations regarding site-specific design provisions for mitigating the following on-site conditions as identified in the Preliminary Geotechnical and GeoHazards Report.:

- (1) Soil liquefaction (All solar field site parcels)
- (2) Expansive and corrosive soils (All solar field site parcels)
- (3) All measures and design specifications identified in the Final Geotechnical and GeoHazards Report shall be incorporated into and reflected on the Project design and building plans.

(C) Prior to approval of final building plans, The proposed Project shall be designed in accordance with the engineering and design standards contained in the 2013 CBC relating to expansive soils. Prior to approval of final building plans, a registered civil engineer or certified engineering geologist, having at least five years of experience in the field of expansive soils evaluation and mitigation, shall prepare a Final Geotechnical and GeoHazards Report containing site-specific evaluations of expansive and corrosive soils for all solar field site parcels and identify appropriate Project design measures pursuant to the established and proven methodologies set forth in the 2013 CBC. All recommended Project design measures as set forth in the Final Geotechnical and GeoHazards Report shall be incorporated into and reflected on the final design and building plans. The Final Geotechnical and GeoHazards Report and project plans shall be submitted for review and approval by the Imperial County Department of Planning and Development Services prior to approval of the final building plans.

(D) Prior to Issuance of Building Permit, The Project's wastewater treatment and disposal system(s) shall comply with all applicable provisions of the OWTS Policy; Imperial County Code, including the Plumbing Code and ordinances governing Regulation of Sewage Disposal Systems and Sanitation Permits, as set forth in Title 9, Division 10, Chapters 4, 12 and 13; and the Imperial County Uniform Policy and Method for Soils Evaluation, Testing and Reporting (Relative to Applications for Private Sewage System Permits) ("County Policy"); and the Pressure Distribution Guidelines (if a pressure distribution system is used). At each location where on-site wastewater treatment systems associated with the construction of an O&M facility

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are proposed, a site-specific study shall be prepared by a qualified engineer, as defined in the OWTS Policy and the County Policy to (a) determine the capability of the soils to provide the minimum required 5-foot vertical separation between each on-site wastewater treatment system and groundwater, (b) determine the capability of the soils to satisfy percolation requirements, and (c) perform other soil and site evaluations to determine the capability of the soils to otherwise support on-site wastewater treatment systems. If the soils are determined to be suitable for on-site wastewater treatment systems, the qualified engineer shall design on-site wastewater treatment systems to comply with the OWTS Policy, including with regard to maintenance of minimum setbacks from specified land uses, ensuring that effluent does not surface at any time, that percolation of effluent will not adversely affect beneficial uses of waters of the State, the maintenance of at least 12 inches of soil cover (or 6 inches for pressure distribution systems) above on-site wastewater treatment system, designation of a 100% replacement area that is equivalent and separate and available for future use, and that no impermeable surface cover shall be placed above any on-site wastewater treatment system.

(E) If a qualified engineer determines that soils are not suitable for on-site wastewater treatment systems at O&M building sites, then the applicant shall be required to obtain an operation and discharge permit from the Regional Water Quality Control Board for the discharge of wastewater generated by the Project's O&M buildings. If permitted, wastewater shall be treated onsite and then used onsite as irrigation water for landscaping or as dust control water in compliance with Title 22 Standards. If on site use of wastewater cannot be permitted, then an application will be made to the Imperial Irrigation District to permit treated wastewater to be conveyed to the nearest drain maintained by the Imperial Irrigation District for discharge under Regional Water Quality Control Board Waste Discharge Requirements.

(F) Prior to issuance of Building permit, a Field Resistivity and Ground Potential Rise Evaluation shall be prepared by a qualified engineer having at least five years of experience in the field of corrosive soils evaluation and mitigation during the final design phase of the Project. The Evaluation shall identify Project components potentially subject to corrosive soils, as well as specific, accepted, proven construction engineering practices and measures that could be implemented to avoid adverse corrosion impacts. Potential measures may include, but are not limited to: galvanization, epoxy coatings, thicker steel, and cathodic protection and shall be applied and implemented in a manner that protects the functionality of Project components from being compromised as a result of exposure to corrosive soils. Concrete utilizing mixes of quantities of Type II or Type V Portland cement to achieve a minimum strength of 4,500 pounds per square inch (psi)

1 compressive strength and a low water-cement ratio (0.45 maximum by
2 weight) can also be used to encase steel as an effective measure of
3 protection against corrosive soils. The Field Resistivity and Ground
4 Potential Rise Evaluation shall be submitted for review and approval to
5 the Imperial County Department of Public Works. Measures identified
6 in the Field Resistivity and Ground Potential Rise Evaluation shall be
7 identified on and incorporated into the Project's final design plans.

8 **S-6 CULTURAL RESOURCES:**

9 (A) Prior to issuance of grading permits, the project applicant shall retain a
10 qualified archaeologist defined as one meeting the Secretary of the
11 Interior's Professional Qualification Standards (U.S. Department of the
12 Interior 2008) to oversee Phase I cultural resources surveys for the
13 Laurel Cluster, to determine if previously unidentified cultural resources
14 exist within the project sites and to relocate and evaluate the previously
15 identified resources that have not yet been evaluated. The methods
16 and results of the surveys, as well as the records search, shall be
17 summarized in a Phase I cultural resources survey report that follows
18 the guidelines in *Archaeological Resource Management Reports:
19 Recommended Contents and Format*, Department of Parks and
20 Recreation, Office of Historic Preservation, State of California, 1990.
21 The report shall address the requirements of CEQA. Prior to issuance
22 of a grading permit for each CUP site, Department of Planning and
23 Development Services shall verify that a Phase I cultural resources
24 survey has been conducted and report prepared.

25 (B) If previously documented but unevaluated and/or newly documented
26 archaeological resources are identified within the project sites, they
27 should be evaluated for inclusion in the California Register of Historic
28 Resources (CRHR) and/or as unique archaeological resources. Should
newly documented archaeological resources be found eligible for listing
in the CRHR and/or constitute unique archaeological resources,
avoidance and preservation in place is the preferred manner of
mitigation. If avoidance is not feasible, a treatment plan should be
developed by the qualified archaeologist in coordination with the
project applicant and the lead agency that provides for the adequate
recovery of the scientifically consequential information contained in the
archaeological resources. Prior to issuance of a grading permit for each
CUP site, Department of Planning and Development Services shall
verify that any recommendations for cultural resources treatment as a
result of the Phase I survey required by MM CR-2, be implemented
prior to grading.

(C) Should the historic architectural resource (Liebert Road and Mandrapa Road) located within 60 feet of the LSF4 project site be subject to indirect visual impacts as a result of project implementation, a qualified

1 architectural historian defined as one meeting the Secretary of the
2 Interior's Professional Qualification Standards (U.S. Department of the
3 Interior 2008) should be retained to evaluate the resource for inclusion
4 in the CRHR. If the resource is not found eligible for listing, then no
5 further work would be required. Should the resource be found eligible,
6 the qualified architectural historian will make recommendations to
7 reduce indirect impacts on the resource to less than significant. Prior to
8 issuance of a grading permit for the LSF4 CUP site, Department of
9 Planning and Development Services shall verify that an architectural
10 historian has evaluated the Liebert Road and Mandrapa Road for
11 historical significance and if determined to be significant, proper
12 measures, as recommended by the historian, are implemented to
13 reduce the potential indirect visual impact to less than significant.

14 (D) Development within the project sites shall avoid impacts on the
15 following resources: P-13-008334 (Westside Main Canal) and -013760
16 (Westside Drain) located within or immediately adjacent to the project
17 sites that have been previously determined or recommended as eligible
18 for listing in the CRHR. Prior to issuance of a grading permit for each
19 CUP site, Department of Planning and Development Services shall
20 verify that site plans and construction plans avoid impacts to these
21 resources.

22 (E) Pursuant to CEQA Guidelines §15064.5(f), in the event that previously
23 unidentified unique archaeological resources are encountered during
24 construction or operational repairs, archaeological monitors will be
25 authorized to temporarily divert construction work within 100 feet of the
26 area of discovery until significance and the appropriate mitigation
27 measures are determined by a qualified archaeologist familiar with the
28 resources of the region. Applicant shall notify the County within 24
hours. Applicant shall provide contingency funding sufficient to allow for
implementation of avoidance measures or appropriate mitigation.
During grading and construction for each CUP site, the archaeological
monitor shall have the authority to divert construction work, develop
and implement appropriate mitigation, and notify the County within 24
hours.

(F) In the event of the discovery of previously unidentified archaeological
materials, the contractor shall immediately cease all work activities
within approximately 100 feet of the discovery. Prehistoric
archaeological materials might include obsidian and chert flaked-stone
tools (e.g., projectile points, knives, and scrapers) or tool making
debris; culturally darkened soil ("midden") containing heat-affected
rocks, artifacts, or shellfish remains; and stone milling equipment (e.g.,
mortars, pestles, handstones, or milling slabs); and battered stone
tools, such as hammerstones and pitted stones. Historic-period
materials might include stone, concrete, or adobe footings and walls;

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filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. After cessation of excavation, the contractor shall immediately contact the Imperial County Department of Planning and Development Services. Except in the case of cultural items that fall within the scope of the Native American Grave Protection and Repatriation Act, the discovery of any cultural resource within the project areas shall not be grounds for a "stop work" notice or otherwise interfere with the projects' continuation except as set forth in this paragraph. In the event of an unanticipated discovery of archaeological materials during construction, the applicant shall retain the services of a qualified professional archaeologist, meeting the Secretary of the Interior's Standards for a Qualified Archaeologist, to evaluate the significance of the materials prior to resuming any construction-related activities in the vicinity of the find. If the qualified archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the applicant shall implement an archaeological data recovery program. During grading and construction for each CUP site, the archaeological monitor shall have the authority to divert construction work, develop and implement appropriate mitigation (including a data recovery program, if necessary), and notify the County within 24 hours (per MM CR-5).

S-7 HEALTH, SAFETY AND HAZARDOUS MATERIAL/FIRE AND FUELS MANAGEMENT

- (A) All trash and debris within the Project site shall be disposed of off-site, in accordance with current, local, state, and federal disposal regulations. Compliance with this measure shall be verified by the Planning and Development Services Department.
- (B) If it is determined that hazardous wastes are, or will be generated by the proposed operations, the wastes must be managed in accordance with the California Hazardous Waste Control Law (California Health and Safety Code, Division 20, Chapter 6.5) and the Hazardous Waste Control Regulations (California Code of Regulations, Title 22, Division 4.5).
- (C) If it is determined that hazardous wastes will be generated, the Permittee should also obtain a United States Environmental Protection Agency, Identification Number by contacting (800) 618-6942. Certain hazardous waste treatment processes or hazardous material, handling, storage or uses may require authorization from the local Certified Unified Program Agency (CUPA). Information about the requirement for authorization can be obtained by contacting the local CUPA.

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- (D) Firearms shall be prohibited in all Project areas except for those used by licensed security personnel.
- (E) The Permittee shall ensure that the AST, farm equipment area, and any other debris have been cleared from the site.

Prior to the demolition of any building, structure, or transite pipe, the Applicant shall hire a California Certified Lead Inspector/Assessor and Certified asbestos Consultant to evaluate these features for the presence of lead based paint (LBP) and/or asbestos containing materials (ACM). Confirmed LBP and/or ACM shall be handled by a licensed LBP contractor and/or Licensed Asbestos Contractor. All contaminants shall be remediated in compliance with California environmental regulations and policies. LBP and/or ACM shall be disposed of according to appropriate regulations.

- (F) **Phase II ESA:** A Phase II ESA (drilling, sampling, and analytical program) shall be completed if the LSF1 project is to be constructed in the area of the septic system. This ESA will assist to determine if the previous septic system is still onsite and if soil contamination exists. Prior to issuance of a grading permit for the LSF1 CUP only, the Department of Planning and Development Services shall verify that a Phase II ESA has been completed.
- (G) **Hazardous Materials Discovery:** All construction contractor(s) shall be instructed to immediately stop all subsurface construction activities in the event that petroleum is discovered, an odor is identified, or significantly stained soil is visible during construction. Contractors shall be instructed to follow all applicable regulations regarding discovery and response for hazardous materials encountered during the construction process. During construction, discovery of hazardous materials shall result in the immediate stop of all subsurface construction activities.

S-8 HYDROLOGY AND WATER QUALITY

A. Prior to construction and site restoration for each CUP site, the Applicant shall acquire appropriate Clean Water Act regulatory permits; prepare SWPPP with incorporated control measures outlined in Mitigation Measure 4.9-1a; and implement BMPs. **Prepare SWPPP and Implement Best Management Practices (BMP) Prior to Construction and Site Restoration.** The project applicant or its contractor shall prepare a SWPPP specific to the project and be responsible for securing coverage under SWRCB's National Pollution Discharge Elimination System (NPDES) stormwater permit for general construction activity (Order 2009-0009-DWQ). The SWPPP shall identify specific actions and BMPs relating to the

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prevention of stormwater pollution from project-related construction sources by identifying a practical sequence for site restoration, BMP Implementation, contingency measures, responsible parties, and agency contacts. The SWPPP shall reflect localized surface hydrological conditions and shall be reviewed and approved by the project applicant prior to commencement of work and shall be made conditions of the contract with the contractor selected to build and decommission the project. The SWPPP(s) shall incorporate control measures in the following categories:

- Soil stabilization and erosion control practices (e.g., hydroseeding, erosion control blankets, mulching) Dewatering and/or flow diversion practices, if required.)
- Sediment control practices (temporary sediment basins, fiber rolls).
- Temporary and post-construction on- and off-site runoff controls.
- Special considerations and BMPs for water crossings, wetlands, and drainages
- Monitoring protocols for discharge(s) and receiving waters, with emphasis place on the water quality.
- Waste management, handling, and disposal control practices
- Corrective action and spill contingency measures
- Agency and responsible party contact information
- Training procedures that shall be used to ensure that workers are aware of permit requirements and proper installation methods for BMPs specified in the SWPPP

B. The SWPPP shall be prepared by a qualified SWPPP practitioner with BMPs selected to achieve maximum pollutant removal and that represent the best available technology that is economically achievable. Emphasis for BMPs shall be placed on controlling discharges of oxygen-depleting substances, floating material, oil and grease, acidic or caustic substances or compounds, and turbidity. BMPs for soil stabilization and erosion control practices and sediment control practices will also be required. Performance and effectiveness of these BMPs shall be determined either by visual means where applicable (i.e., observation of above-normal sediment release), or by actual water sampling in actives: dissolved oxygen, floating material, oil and grease, pH, and turbidity cases where verification of contaminant reduction or elimination, (inadvertent petroleum release) is required to determine adequacy of the measure.

C. Prior to issuance of a grading permit for each CUP site, the Applicant shall provide Colorado River Basin Regional Water Quality Control Board with the location, type of discharge, and methods treatment and monitoring for all groundwater dewatering discharges if the project requires construction dewatering. **Properly Dispose of Construction Dewatering in Accordance with the Colorado River Basin Regional Water Quality Control Board.** If required, all construction dewatering shall be discharged to an approved land disposal area or drainage facility in accordance with Colorado River Basin RWQCB requirements. The project applicant or its

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construction contractor shall provide the Colorado River Basin RWQCB with the location, type of discharge, and methods of treatment and monitoring for all groundwater dewatering discharges. Emphasis shall be placed on those discharges that would occur directly or in proximity to surface water bodies and drainage facilities.

D. Post construction for each CUP site, the Applicant shall implement a Drainage Plan in accordance with the County and Imperial Irrigation District guidelines as outlined. **Incorporate Post-Construction Runoff BMPs into Project Drainage Plan and Maximize Opportunities for Low Impact Development.** The project Drainage Plan shall adhere to County and IID guidelines to treat, control, and manage the on- and off-site discharge of stormwater to existing drainage systems. Low Impact Development opportunities, including, but not limited to infiltration trenches or bioswales, will be investigated and integrated into the Drainage Plan to the maximum extent practical. The Drainage Plan shall provide both short- and long-term drainage solutions to ensure the proper sequencing of drainage facilities and treatment of runoff generated from project impervious surfaces prior to off-site discharge. The project applicant shall ensure the provision of sufficient outlet protection through the use of energy dissipaters, vegetated rip-rap, soil protection, and/or other appropriate BMPs to slow runoff velocities and prevent erosion at discharge locations, access roads, electrical distribution, and solar array locations. A long-term maintenance plan shall be developed and implemented to support the functionality of drainage control devices. The facility layout(s) shall also include sufficient container storage and on-site containment and pollution-control devices for drainage facilities to avoid the off-site release of water quality pollutants, including, but not limited to oil and grease, fertilizers, treatment chemicals, and sediment.

S-9 BIOLOGICAL RESOURCES:

(A) **GENERAL CONSTRUCTION** Each CUP owner shall identify and retain a qualified biologist(s) approved by CDFW. The name, documented experience, any permit numbers, and resumes for the qualified biologist(s) shall be submitted to the CDFW for approval at least seven (7) days prior to initiation of construction. It is assumed CDFW will approve qualified biologist(s) within fifteen (15) days of the submittal. The qualified biologist(s) shall be present on-site during all ground-disturbing phases of construction to regularly monitor construction activities and ensure construction is proceeding in compliance with the avoidance, minimization, and mitigation measures committed to by the Applicant, as well as measures required (project manager, resident engineer) to ensure that issues relating to biological resources are appropriately and lawfully managed. The qualified biologist shall be responsible for reporting any noncompliance issues to CDFW within forty-eight (48) hours. The resident engineer shall be

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Immediately notified to halt work, if necessary. The qualified biologist(s) shall provide a report to CDFW at least monthly identifying construction activities and the results of compliance monitoring related to implementation of avoidance and minimization measures. The qualified biologist(s) shall meet the following minimum qualifications:

- (1) Have a bachelor's degree in biological sciences, zoology, botany, ecology, or a closely related field or at least four (4) years of experience in field biology or current certification of a nationally recognized biological society, such as The Ecological Society of America or The Wildlife Society;
- (2) Have at least one (1) year of field experience with biological resources found in the geographic region of the Project; and
- (3) Have extensive knowledge of the biology and ecology of sensitive species occurring and potential occurring within the Project site.
- (4) Have specialized avian experience necessary to conduct nesting surveys and monitor buffers.
- (5) Each CUP owner shall develop and implement a Worker Environmental Awareness Program (WEAP) prior to the start of construction. The WEAP shall be submitted to the Imperial County Planning and Development Services Department for review and approval prior to the issuance of building permits. The WEAP training shall be led by the qualified biologist(s) and shall cover the following:
 - (a) The potential presence and ecology of sensitive biological resources found on-site, such as potential jurisdictional waters and nesting avian species;
 - (b) Flagging/fencing of exclusion areas;
 - (c) Proper implementation of protective measures to avoid impacts to special-status species; The reasons, need, and method by which employees should report on wildlife mortality, follow nest management protocols, dispose of carcasses, comply with applicable regulations (including the consequences of noncompliance), and the appropriate agencies and personnel that should be contacted after incidents; and
 - (d) Other permit requirements and environmental issues.

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used to effectively manage drainage-related issues (e.g., erosion and sedimentation) during construction. Erosion control measures shall be regularly checked by inspectors, the qualified biologists, and/or resident engineer. Fencing and erosion control measures of all construction areas shall be inspected a minimum of once per week (refer to mitigation measure MM 4.11.1b in Section 4.11, Hydrology and Water Quality).

(15) All construction activities shall cease during heavy rains to prevent unnecessary erosion, runoff, and sedimentation, and shall not resume until conditions are suitable for the movement of equipment and materials.

(16) No planting or seeding of invasive plant species on the most recent version of the California Invasive Plant Council (Cal-IPC) California Invasive Plant Inventory for the Project region shall be permitted.

(17) To prevent indirect effects to sensitive natural resources from fugitive dust associated with construction of the Project, all active construction areas shall be watered down as necessary. All trucks hauling soil, sand, and other loose materials shall be covered or shall maintain at least 2 feet of free-board. All unpaved access roads, parking areas, and staging areas at construction sites shall have non-potable water or nontoxic soil stabilizers applied as needed.

(18) At the completion of construction, all construction-related materials shall be removed from the site.

(19) Each CUP owner shall develop a Weed Management Plan prior to the commencement of construction activities. The Weed Management Plan shall include a variety of measures that shall be undertaken during construction and operation activities to prevent the introduction and spread of new weed species. The Weed Management Plan shall also address monitoring, plus educating personnel on weed identification and methods for avoiding and treating infestations. Weed control methods may include both physical and chemical control. All chemical applications require oversight by a holder of a valid Qualified Applicator's License (QAL) issued by the California Department of Pesticide Regulation (CADPR). Recommendations for use of chemical products will be made in writing by a Pest Control Advisor (PCA) with a valid CADPR license. Chemical products will be registered, non-restricted, general-use herbicides. Treatment applications will follow use and safety guidelines available on product labels. Typical active ingredients expected for chemical treatments are

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glyphosate and triclopyr. Glyphosate and triclopyr are found in broad-spectrum, systemic herbicides, and available in numerous products intended for control of post-emergent vegetation. Chemical treatment of vegetation in and around aquatic or wetland features requires products approved for use within such habitats, as described on product labels. The Weed Management plan shall be submitted to the Imperial County Planning and Development Services Department for review and approval prior to issuance of building permits.

(B)

(1) Each CUP owner shall develop and implement an Operation and Maintenance Worker Education Plan to advise personnel on general operations measures. The Worker Education Plan shall be submitted to the County of Imperial Planning and Development Services Department for review and approval prior to issuance of building permits. The following provisions shall be included in the Worker Education Plan and implemented throughout the operational lifespan of each CUP:

(a) Operation and maintenance personnel shall be prohibited from:

- (1) Harming, harassing, or feeding wildlife and/or collecting special-status plant or wildlife species.
- (2) Traveling (either on foot or in a vehicle) outside of Project footprint except on public roads.
- (3) Littering on the Project area.
- (4) Allowing persons not employed at the facility to remain on site after daylight hours
- (5) Exceeding normal nighttime operational noise or lighting levels.

(2) All operation and maintenance equipment, including cranes and personnel, shall stay within the permanent impact footprint of CUP boundaries, the Electrical Collector Line Corridor, or the Gen-Tie line corridor, except when not physically feasible or when necessary to protect human life or property. Operation and maintenance vehicles shall be parked in designated areas and away from sensitive habitats.

(3) Nighttime and daytime vehicle speeds within each CUP, the Electrical Collector Line Corridor, and the Gen-Tie line corridor

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(5) Surface water flows shall be restored to pre-disturbance conditions. Unnecessary stream crossings, roads, and pads shall be removed and revegetated. Erosion control measures shall be installed in all disturbance areas.

(6) Petroleum and chemical spills shall be remediated prior to the completion of decommissioning. **Corridor, and the Gen-Tie corridor**

(b) Each CUP owner shall implement the following measures prior to and during construction activities at each CUP, the Electric Collector line Corridor and Gen-Tie line corridor to avoid construction-related impacts to jurisdictional waters and wetlands.

(c) Each CUP and Project design shall avoid direct and indirect impacts to jurisdictional waters to the greatest extent feasible. Construction within jurisdictional waters and/or wetlands shall be subject to prior authorization by USACE, RWQCB, and CDFW.

(d) All equipment operating in and near jurisdictional waters or wetlands shall be in good working condition and free of leaks. All vehicles shall have drip pans during storage to contain minor spills and drips. No refueling or storage shall take place within 100 feet of a drainage channel or structure. In addition, all maintenance crews working with heavy equipment shall be trained in spill containment and response.

(e) Discharges shall not permanently restrict or impede the passage of normal or expected high flows, or cause the permanent relocation or diversion of the flows.

(f) Where turbidity or erosion occurs or is expected to occur from drainage structures, biofilters, detention basins or other appropriate drainage catchment structures shall be installed where flow conveyance occurs from the Project directly into a jurisdictional area.

(g) Temporary impacts to jurisdictional waters and wetlands will be recontoured to pre-construction conditions. Temporary impacts to vegetated jurisdictional waters and wetlands will also be revegetated with appropriate native vegetation or non-native compatible with the landscape palette.

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(h) Permanent impacts to jurisdictional waters and wetlands shall be mitigated either through on-site and/or off-site re-establishment and/or enhancement of jurisdictional waters and wetlands or through an approved-mitigation bank or in-lieu fee program, if one is available. The type of mitigation, mitigation location, and the final mitigation ratios will be established during the permit process for the Project's USACE Section 404 permit, the RWQCB Section 401 Water Quality Certification, and a CDFW Streambed Alteration Agreement. The federal agencies have published guidance on mitigation, i.e., the final rule for Compensatory Mitigation for Losses to Aquatic Resources that was issued by USACE and USEPA. Issuance of required permits/authorizations and preparation of a detailed Wetland/Waters Mitigation Plan to be submitted for review and approval by the USACE, RWQCB, and CDFW before impacts to jurisdictional waters.

(i) Each CUP owner shall comply with additional measures identified during permitting through the USACE, RWQCB, and CDFW. In addition, the determination of whether the Project may be permitted under USACE's NWP program, or whether an individual permit shall be required, shall be determined formally as part of the CWA Section 404 permit process. To qualify for an NWP, the proposed action and the associated unavoidable impacts to jurisdictional waters based on final project designs must satisfy all terms and conditions of the applicable NWP, as well as all general conditions and any relevant regional conditions of the NWP program.

(j) The Wetland/Waters Mitigation Plan shall describe proposed on-site and off-site mitigation. For all habitat restoration proposed, this plan shall include details regarding site preparation (e.g., grading), planting specifications, and irrigation design, as well as maintenance and monitoring procedures. The plan shall also outline yearly success criteria and remedial measures should the mitigation effort fall short of the success criteria, and a strategy for long-term mitigation site management. Alternatively, mitigation obligations may be satisfied by participating in a fee-based mitigation program (e.g., a wetland mitigation bank) in which case, long-term management for such mitigation shall be covered under the terms of the formal banking agreement or by purchasing appropriate mitigation credits from a regulatory approved bank.

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(k) The following measures shall apply to construction activities at the Full Build-out Scenario.

(1) A qualified biologist shall be on-site during all ground-disturbing construction activities in potential BUOW habitat. The qualified biologist shall be responsible for implementing and overseeing BUOW avoidance and minimization measures.

(2) The qualified biologist shall have the authority to stop construction if activities are in violation of avoidance and minimization measures. A qualified biologist possesses a bachelor's degree in wildlife biology or a related field and has demonstrated field experience in the identification and life history of BUOW.

(3) Per CDFW guidance, a take avoidance survey (i.e., pre-construction clearance survey) will be conducted by a qualified biologist to determine presence or absence of BUOW no less than fourteen (14) days and no more than thirty (30) days prior to initiating construction activities. Surveys shall include areas within the Project footprint and a surrounding 500-foot (150-meter) buffer. The survey shall consist of walking parallel transects and noting any fresh BUOW sign or presence. The results of the take avoidance survey shall be provided to CDFW. If more than thirty (30) days pass between the take avoidance survey and initiation of Project construction, additional take avoidance surveys may be required, depending on what actions have been implemented to deter BUOW from moving into the Project footprint and buffer area. A final take avoidance survey shall be conducted within the Project footprint within twenty-four (24) hours prior to initiation of construction activities. Given the total duration of construction and the size of the Project, it is expected that take avoidance surveys will be conducted in phases, in order to stay within the required survey windows associated with construction activities.

(4) If occupied burrows are found during take avoidance surveys, appropriate construction buffers or setback distances shall be determined by the qualified biologist on a case-by-case basis, depending on the season in which disturbance will occur, the type of disturbance, and other factors that could influence susceptibility to disturbance (e.g., topography, vegetation, existing

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disturbance levels, etc.). To the extent feasible, buffers of 246 feet (75 meters) will be used during the breeding season (February 1 through August 31) and 164 feet (50 meters) will be used during nonbreeding season (September 1 through January 31). "Shelter in place" techniques shall be used if necessary to create a visual and auditory barrier between construction activities and the occupied burrow. Techniques shall include placing hay bales, fencing, or another physical barrier between the occupied burrow and construction activities. The qualified biologist shall determine if and/or when shelter in place is necessary and feasible for implementation. When construction activities commence adjacent to the buffer area, a qualified biologist shall be present on-site full time to monitor the behavior of BUOW for at least 3 days. The qualified biologist shall have the authority to increase the setback distance if there are signs of disturbance, such as changes in behavior as a result of construction or other indications of distress by BUOW.

- (a) If BUOW activity is detected at a burrow within the Project footprint during the non-breeding season (September 1 through January 31), BUOW shall be excluded from active burrows and encouraged to passively relocate to suitable, unoccupied habitat outside of the exclusion area. BUOW shall be excluded by installing one-way doors in burrow entrances. Although passive relocation does not result in control of the recipient area for BUOW, the qualified biologists shall verify that there is an acceptable "recipient" area within a reasonable distance that provides the necessary subsidies to support BUOW with the goal to minimize the stress of relocation. Subsidies to be considered include suitable burrows (primary and satellite) and habitat quality (e.g., vegetation cover, diversity) that is equal to or greater than that from which they were relocated. If, during pre-construction surveys, BUOW activity is detected at a burrow within the Project footprint during the breeding season (February 1 through August 31), then an appropriate construction buffer or setback distance shall be determined by the qualified biologist on a case-by-case basis. This buffer shall be flagged and all Project-related activity shall remain outside of the flagged area until a

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qualified biologist determines the burrow is no longer occupied (e.g., juveniles are foraging independently and are capable of independent survival).

- (b) In the event that BUOW will be excluded from the Project footprint and occupied burrows will be impacted, a mitigation site with suitable burrows and habitat shall be secured and a Burrowing Owl Exclusion Plan shall be developed and approved by CDFW prior to excluding BUOW from burrows. Specific objectives for BUOW protection addressed by this Burrowing Owl Exclusion Plan shall describe exclusion methodology, burrow excavation procedures, on-site and post-relocation monitoring of occupied burrows, and reporting.
- (c) Occupied BUOW burrows directly impacted shall be replaced by installing artificial burrows on mitigation sites (i.e., conservation easements, in-lieu fee lands, Farm Contract land), or other land as agreed to by CDFW, at a ratio of 1:1. If the mitigation sites identified for the Project have at least two suitable BUOW burrows for each occupied burrow directly impacted, then artificial burrows shall not be installed. Suitable burrows are defined as burrows greater than approximately 4 inches (10 centimeters) in diameter (height and width) and greater than approximately 60 inches (150 centimeters) in depth. Burrows shall be scoped to ensure they are of proper depth for BUOW.
- (d) A security in an amount equal to the fair market value of the cost of a perpetual conservation easement and long-term endowment for the number of acres of burrowing owl habitat mitigation obligation for each CUP Phase (one or more CUPs for which a security is posted) prior to commencement of construction shall be posted to fulfill the mitigation obligations for lost burrowing owl habitat.
- (e) A CUP owner shall proffer compensatory mitigation when a total of four CUP Phases have posted security and proffered compensatory

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mitigation or eighteen (18) months from the date of posting security on the first CUP Phase, whichever is longer. Security shall be returned to the CUP owner upon proffer of compensatory mitigation. CDFW may extend the 18-month period if the CUP owner is making a good-faith effort to proffer mitigation and demonstrating progress in securing mitigation. If the 18-month period elapses and the CUP owner cannot proffer mitigation or demonstrate a good faith effort to secure mitigation, CDFW may cash in the security to secure mitigation itself.

- (l) The CUP owner shall proffer mitigation for lost burrowing owl core foraging habitat, as identified in the BUOW occupancy analysis and model by (1) securing a CUP owner purchased conservation easement or similar instrument that protects the agricultural use of the land in perpetuity at a ratio of 1:1; (2) participating in the Burrowing Owl Habitat Mitigation Plan administered by the Imperial Community Foundation-Burrowing Owl Stewardship and Education Fund (IVCF-BOSEF) (or similar qualified non-profit organization and approved by CDFW), if available; and/or (3) using a CDFW-approved in-lieu fee program, if one is available at the time the compensatory mitigation is proffered. To be available as compensatory mitigation for this Project, the Burrowing Owl Habitat Mitigation Plan shall be developed for approval by CDFW and the IVCF-BOSEF Board of Directors (or the Board of Directors of similar qualified non-profit organization) before the time compensatory mitigation is proffered.

- (m) The Burrowing Owl Habitat Mitigation Plan would be developed to compensate for impacts to core foraging habitat, and include the following components:

- (1) Avoiding higher quality habitat to the extent practicable. [Note: The Project Applicant has already implemented this measure by removing portions of the Project based on the occupancy model.]
- (2) A strategy and methods to enroll farmers in a program to grow and retain Burrowing Owl Friendly Crops (BOFC) identified by the occupancy model (i.e., wheat and alfalfa). Core BUOW foraging habitat shall be mitigated at a 1:1 ratio by entering farm land into short-

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term (minimum 3 years) farm agreements to predominantly grow BOFC.

- (3) A strategy and method for integrating owl-friendly farm practices to reduce mortality of owls. For farm land enrolled in BOFC agreements that include requirements to implement BUOW safe farm practices, impacts to core BUOW foraging habitat shall be mitigated at a reduced ratio of 0.7:1, which reflects the combined benefit of farming BOFC using BOSFP through short-term (minimum of 3 years) farm

- (n) A long-term financing plan and a defined program-sufficient to fund the BOFC/BOSFP agreement program through the end of the Project's operational life (anticipated to be approximately 30 years) (e.g. endowment account).

- (o) A Bird and Bat Conservation Strategy (BBCS) will be developed by the Project Applicant in coordination with the County of Imperial, USFWS, and CDFW. The BBCS will include the following components:
 - (1) A description and assessment of the existing habitat and avian and bat species;

 - (2) An avian and bat risk assessment and specific measures to avoid, minimize, reduce, or eliminate avian and bat injury or mortality during all phases of the Project.

 - (3) A post-construction monitoring plan that will be implemented to assess impacts on avian and bat species resulting from the Project. The post-construction monitoring plan will include a description of standardized carcass searches, scavenger rate (i.e., carcass removal) trials, searcher efficiency trials, and reporting.

 - (4) Statistical methods will be used to estimate Project avian and bat species, including special status species, annual mortality by taxa and season. Analysis will also determine collision rates during diurnal and nocturnal periods; species mortality composition; and assess the spatial distribution mortalities. Sufficient data (i.e., sample sizes) will dictate the extent that fatality models can be used to generate fatality estimates within the various categories. Fatality estimates will be generated

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using the most appropriate fatality estimator given the data set.

- (5) An injured bird response plan that delineates care and curation of any and all injured birds.
- (6) A nesting bird management strategy to outline actions to be taken for avian nests detected within the impact footprint during operation of the Project.
- (7) A conceptual adaptive management and decision-making framework for reviewing, characterizing, and responding to monitoring results.
- (8) Monitoring studies following commencement of commercial operation of each CUP area. Monitoring results will be reviewed annually by the Applicant and the County of Imperial, in consultation with CDFW and USFWS, to inform adaptive management responses.
- (9) During Project construction, incidental avian carcasses or injured birds found during construction shall be documented. Should a carcass be found by Project personnel, the carcass shall be photographed, the location shall be marked, the carcass shall not be moved, and a qualified biologist shall be contacted to examine the carcass. When a carcass is detected, the following data shall be recorded (to the extent possible): observer, date/time, species or most precise species group possible, sex, age, estimated time since death, potential cause of death or other pertinent information, distance and bearing to nearest structure (if any) that may have been associated with the mortality, location (recorded with a Global Positioning System [GPS]), and condition of carcass.
- (10) If any federal listed, state listed or fully protected avian carcasses or injured birds are found during construction or post-construction monitoring, the Project Applicant shall notify USFWS and CDFW within 24 hours via email or phone and work with the resource agencies to determine the appropriate course of action for these species. For such listed species, the CUP owner shall obtain or retain a biologist with the appropriate USFWS Special Purpose Utility Permit(s) and CDFW Scientific Collecting Permit(s) to collect and salvage all dead and injured birds, and store/curate them in freezers for later disposition and analysis.

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(11) Although take is not anticipated, it is possible. Should mortality of a federally listed species be documented, the take will be addressed by applying for an incidental take permit through the development of a Habitat Conservation Plan (HCP) that satisfies the permit issuance criteria stipulated under Section 10(a)(1)(B) of the Endangered Species Act or through consultation under Section 7 of the federal Endangered Species Act. If mortality of a State-listed species is documented, the CUP owner shall apply for a 2081(b) incidental take permit from CDFW. Alternatively, if available, the CUP owner may elect to obtain incidental take authorization through participation in the Desert Renewable Energy Conservation Plan.

(12) Utility lines constructed above-ground shall conform to Avian Power Line Interaction Committee (APLIC) standards.

(13) Post-construction monitoring studies shall be conducted by a third-party independent contractor for at least two (2) years following commencement of commercial operation of each CUP area. Monitoring results shall be reviewed annually by the Applicant and the County of Imperial, in consultation with CDFW and USFWS, to determine if and to what extent post-construction monitoring studies shall be continued in future years.

(2) To the extent possible, construction shall occur outside the typical avian breeding season (February 15 through September 15). If construction must occur during the general avian breeding season, a pre-construction nest survey shall be conducted within the impact area and a 500-foot (150-meter) buffer by qualified biologist no more than seven (7) days prior to the start of vegetation clearing and/or ground disturbing construction activities in any given area of the Project footprint. Construction crews shall coordinate with the qualified biologist at least seven (7) days prior to the start of construction in a given area to ensure that the construction area has been adequately surveyed. A nest is defined as active once birds begin constructing or repairing the nest in readiness for egg-laying. A nest is no longer an "active nest" if abandoned by the adult birds or once nestlings or fledglings are no longer dependent on the nest. If no active nests are discovered, construction may proceed. If active nests are observed that could be disturbed by construction activities, these nests and an appropriately sized buffer (typically a 200-foot (61-

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meter) buffer for non-raptor species nests and at least a 500-foot (150-meter) buffer for raptor or federally listed species nests) would be avoided until the young have fledged. Final construction buffers or setback distances shall be determined by the qualified biologist in coordination with USFWS and CDFW on a case-by-case basis, depending on the species, season in which disturbance shall occur, the type of disturbance, and other factors that could influence susceptibility to disturbance (e.g., topography, vegetation, existing disturbance levels, etc.). Active nests shall be avoided until the young have fledged and/or the monitor determines that no impacts are anticipated to the nesting birds or their young. If vegetation clearing and/or ground disturbing activities cease for fourteen (14) or more consecutive days during the nesting season in areas where suitable nesting habitat remains, repeat nesting bird surveys shall be required to ensure new nesting locations have not been established within the impact area and the defined buffers.

- (3) Construction-generated noise may result in disturbance to nesting migratory birds. The following measures shall be incorporated to minimize noise generated from construction activities:
 - (a) The qualified biologist shall coordinate with contractors to ensure that heavy equipment will be repaired as far as practical from habitats where nesting birds may be present.
 - (b) Construction equipment, including generators and compressors, shall be equipped with manufacturers' standard noise-control devices or better (e.g., mufflers, acoustical lagging, and/or engine enclosures).
 - (c) The construction contractor shall maintain all construction vehicles and equipment in proper operating condition and provide mufflers on all gas- and diesel-powered equipment.
 - (d) The Project's BBCS shall be implemented during the construction. Incidental avian carcasses or injured birds found during construction shall be documented. If a carcass be found by Project personnel, the carcass shall be photographed, the location shall be marked, the carcass shall not be moved, and a qualified biologist shall be contacted to examine the carcass. When a carcass is detected, the following data shall be recorded (to the extent possible): observer, date/time, species or most precise species group possible, sex, age, estimated time since death, potential cause of death or other pertinent information, distance and bearing to nearest structure (if any) that may have been

1 associated with the mortality, location (recorded with a Global
2 Positioning System [GPS]), and condition of carcass.

- 3 (4) During decommissioning, Project improvements associated with
4 the Electric Collector Corridor Line and the Mount Signal Solar
5 Farm Project Gen-Tie line shall be removed. In addition, all
6 unnecessary overhead power lines and poles shall be removed by
7 each CUP owner.
- 8 (5) Adhere to all mitigations outlined in the Mitigation Monitoring and
9 Reporting Program (MM&RP) for the Lindsey Solar Farm project.

10 **S-10 PUBLIC SERVICES:**

- 11 (A) If Permittee receives an exclusion of applicable sales and use tax
12 payable to the County of Imperial under Senate Bill 71 under the State
13 Public Resource Code (Section 26003, et al.) and the California
14 Alternative Energy and Advanced Transportation Financing Authority
15 (CAETFA), Permittee shall pay to the County and Local Transportation
16 Authority an amount equal to the sales tax (currently at 1.5%) which
17 would have been received if Permittee had not obtained such
18 exclusion.
- 19 (B) Permittee shall require that its general construction contractor exercise
20 its option to obtain a Board of Equalization (BOE) sub-permit for the
21 jobsite and allocate all eligible use tax payments to Imperial County and
22 LTA. Permittee will require that the general contractor provide County
23 of Imperial with either a copy of their BOE account number and sub-
24 permit. To accomplish this, Permittee shall either cause its general
25 construction contractor to treat the project in accordance with California
26 Regulation 1521(b)(2)(B), California Regulation 1521(c)(13)(B), and
27 California Regulation 1826(b) for sales and use tax purposes or form a
28 "Buying Company" as defined in the State of California Board of
Equalization Regulation 1699(h). Permittee can adopt an alternate
methodology to accomplish this goal if such methodology is approved
by the County Executive Officer prior to issuance of building permits.
Permittee shall require its general construction contractor to use
commercially reasonable best efforts to cause its subcontractors and
vendors to obtain similar sub-permits for the jobsite and to allocate all
eligible sales and use tax payment to Imperial County and LTA.
- (C) Permittee shall direct use taxes on out-of-County taxable purchased
construction related items to Imperial County, to the extent permitted
and consistent with state use tax law.
- (D) Permittee shall use its best efforts, consistent with state law, to source
taxable purchases from price competition construction retail vendors
within the County of Imperial in order to further source sales to County.

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(E) The Permittee shall exclude from assessment and taxation under California Revenue and Taxation Code Section 73 (AB 1451) only that property qualifying as an Active Solar Energy System, pursuant to the applicable guidelines issued by the Board of Equalization.

(1) The Permittee shall widely publicize to County residents the availability of job opportunities associated with the project (whether or not those job opportunities are within Imperial County or are regional). Since the majority of the population residents in the incorporated Cities of the County, dissemination of the information should be relatively easy. Postings at City Halls, newspaper and television advertisements, local job centers, and dedicated website shall offer sufficient avenues of communication. The Imperial County Office of Employment and Training in addition to the Imperial Valley College presents viable sources for community awareness. The information shall provide available positions, details of positions including qualifications, number of openings, indicated the anticipated start date for each, and application process. In order to maintain oversight of the process, the application process can be completed both on a dedicated website and at dedicated computers at the County which would afford those without Internet connection the ability to apply. The Permittee's Information shall be forwarded to the Permittee or their contractor and copies of applications files are maintained at the County.

(2) During the development phase of the project, the Permittee shall provide a roster of employees to include their position and place of residence. Permittee shall also attempt to coordinate a ride-share program with Caltrans and other regional employers to facilitate the employment of Imperial County residents in jobs related to this project.

(3) Unless prohibited by local, state or federal law or regulation, Permittee shall make good faith efforts to hire qualified residents of the Imperial County with the objective that a majority of the total work force is comprised of the Imperial County residents.

(4) The Permittee shall install and implement security measures which may include, but not limited to, secured perimeter fencing with barbed wire, sensors, with controlled access points, security alarms, security camera systems, security guard vehicle patrols to deter trespass or unauthorized activities that would interfere with operation of the proposed project.

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(5) Permittee shall compensate the County pursuant to the Department of Environmental Health Fee Schedule for any costs of calls related to bees and mosquitoes.

(6) The Permittee shall reimburse the Sheriff's Department for any investigations regarding theft on the Project site and related law enforcement.

(7) All construction supervisors and foremen shall be provided with communication devices, cell phones or walkie-talkies, in the event of an emergency situation on-site.

(8) All construction-related activities shall take place within the development footprint of the Project as defined by the final engineering plans. The anticipated impact areas, including staging areas, equipment access, and disposal or temporary placement of spoils, shall be delineated with staking and/or orange construction fencing prior to construction to avoid natural resources where possible. No construction-related activities shall occur outside of the designated impact area. All construction materials, staging, storage, dispensing, fueling, and maintenance activities shall be designated on construction maps and shall be situated a minimum of fifty (50) feet from all drainages. Staging and temporary access shall occur on existing roadways whenever possible.

(9) For operation and maintenance fees associated with Fire Department/OES: Compare to DA

(a) Permittee shall pay a fee of \$50 per acre per year prior to commencement of the construction period to address the Imperial County Fire/OES expenses for service calls within the Project's Utility/Transmission area. Said amount shall be prorated on a monthly basis for periods of time less than a full year. Permittee shall provide advance, written notice to County Executive Office of the construction schedule and all revisions thereto.

Permittee shall pay an annual fee of \$20 per acre per year during the post-construction, operational phase of the Project to address the Imperial County Fire/OES expenses for service calls within the Project's Utility/Transmission area. Said fee will be paid to the Fire Department to cover on-going maintenance and operations costs created by the project.

(b) Costs associated with items two above items shall be annually adjusted on January 1st to add a CPI (Los Angeles) increase. Such costs associated with these items can be

1 readjusted in the County's sole discretion if a new service
2 analysis is prepared and that service analysis is approved by
3 both the County and the Permittee.

4 (10) **FIRE** – In lieu of providing all-weather access roads for fire
5 protection vehicles, the Permittee shall be permitted to provide
6 compacted dirt roads (in compliance with ICAPCD's rules and
7 regulations) for fire protection vehicles if prior to the issuance of
8 any grading permit for the Project shall purchase an All-Terrain
9 Vehicle (ATV) for the Fire Department. The ATV is estimated to
10 cost between \$320,000.00 and \$365,000.00. Final cost, conditions
11 and equipment of the ATV shall be determined prior to the
12 issuance of the initial grading permit. The County agrees to
13 require, as a condition of approval, other developers in the area to
14 reimburse the Applicant for the expenses associated with the
15 purchase of the ATV. The Permittee shall be reimbursed only for
16 those expenses in excess of their proportionate share for the
17 purchase of the ATV that the Permittee would have been required
18 to pay. Furthermore, if an ATV was already purchased by another
19 developer in the area, then the Permittee shall only be required to
20 pay a fire mitigation in the amount of up to \$100 per acre that
21 would represent their proportionate share to reimburse the
22 purchaser of the ATV. The County shall be responsible for
23 managing the reimbursement component of this condition of
24 approval.

16 **S-11 COMMENCEMENT OF WORK:**

17 If the project for which a Conditional Use Permit has been approved has not
18 commenced, or permits for said project have not been issued, within one (1)
19 year from approval date the Conditional Use Permit shall be null and void. If
20 a Conditional Use Permit has been unused, abandoned, discontinued, or
21 ceased for one (1) year, the Conditional Use Permit shall be null and void,
22 and be of no effect. Notice to applicant/permittee under this division will not
23 be required or provided by Department.

24 If an applicant cannot initiate or obtain permits for the approved use during
25 the one (1) year, applicant may request a one (1) year extension from the
26 Department. The request for an extension shall be in writing and be
27 submitted with explanation to the Planning & Development Services
28 Department at least sixty (60) days prior to the end of the one (1) year
period. The Director shall have the authority to extend the initial start up
period of a Conditional Use Permit two times for a maximum of one (1) year
each. No extension under this section shall be extended for more than two
(2) years.

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Development Services Department, County Environmental Health Services/Health Department, County Department of Public Works (DPW), California Highway Patrol, as applicable.

- (D) All employees shall be trained by classroom and hands-on training on safety procedures, maintenance programs and emergency response protocols to ensure safety and reliability in the event of an unforeseen emergency situation.
- (E) The Permittee shall provide adequate safety devices against the hazard of fire and explosion for activities that involve the use and storage of flammable, explosive or highly corrosive or reactive materials as well as provide adequate fire-fighting and fire suppression equipment and using devices standard within the industry in compliance with all applicable state and local laws as determined by the Fire Chief, Office of Emergency Services.
- (F) The Permittee shall implement all State and County-approved worker safety and fire protection plans and programs.
- (G) Any gates on-site shall have a "knock" lock and be rapidly accessible by the Imperial Fire Protection/Office of Emergency Services.
- (H) Appropriate first aid provisions for facility operations shall be made for emergency response during Project construction, operation, and maintenance activities with appropriate first aid training for Project employees.
- (I) During construction, a member of each working crew shall be trained in basic first aid and supplied with necessary medical equipment to respond to emergencies as provided for in the Emergency Response/Action Plan required above.
- (J) Permittee shall identify a responsible agent for emergency purposes, whose name, title, e-mail address and telephone number, which shall be provided to the County Department of Public Works, County Fire Protection/OES Department, County Environmental Health Services/Health Department, County Sheriff/Coroner's office, Imperial Irrigation District (IID), and Imperial County Planning and Development Services Department.

S-14 LAND USE IMPROVEMENTS

- (A) The Permittee shall prepare an appropriate parking plan for review and approval by the County Planning and Development Services and County Public Works Department for all proposed Operation & Maintenance buildings.

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- (C) Permittee shall pay for a third party environmental consultant monitoring and compliance.
- (D) The Planning and Development Services Department, in consultation with the third party Environmental Consultant and the County Executive Office, will require that all mitigation measures be satisfied, all mitigation monitoring and Reporting Program requirements have been satisfied, all Conditions of Approval in the Conditional Use Permit are in full compliance and all conditions of the Development Agreement have been satisfied before the Final Certificate of Occupancy Certificate is issued.
- (E) During the operation of solar facility, an Annual Compliance Report shall be submitted to the Imperial County Planning and Development Services Department, documenting the implementation of the conditions and general measures as well as any resource-specific measures.
- (F) The Permittee shall reimburse the Imperial County Planning and Development Services Department for County as well as monitoring and investigations related to the construction and operation of the Project. Permittee shall compensate the County pursuant to the Imperial County Planning & Development Services Department Fee Schedule for any costs incurred.
- (G) Permittee shall pay for all costs as required to comply with the Conditions of Approval and MMRP, and shall implement all required mitigation measures as indicated in the Final Environmental Impact Report (FEIR) and Mitigation Monitoring, Reporting Program (MMRP). If mitigation measures for FEIR and MMRP are more stringent than the conditions in this permit, the FEIR & MMRP mitigations will be required.
- (H) All County staff time will be billed on a time and materials basis. Failure by Permittee to provide any payment required of Permittee to the County in the CUP shall cause Permittee to be in non-compliance of the CUP. Upon Permittee being in such noncompliance, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with the Project.

S-20 SPILLS AND RUNOFF:

The Permittee shall design and construct the permitted facilities to prevent spills from endangering adjacent properties and to prevent runoff from any source being channeled or directed in an unnatural way so as to cause erosion, siltation, or other detriments pursuant to the construction Storm

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Water Pollution Prevention Plan approved by the Regional Water Quality Control Board.

S-21 SOLAR FACILITIES CLOSURE AND SITE RESTORATION:

- (A) Permittee shall implement the site restoration plan as outlined within the plan at the earlier of when the operation of the permitted facilities herein authorized has ceased or the term of the CUP has expired. At such time, all facilities shall be dismantled, and the lands involved restored to their pre-construction condition and available for agricultural production uses as agreed to by the Imperial County Planning and Development Services Director.
- (B) Within thirty (30) days prior to ground disturbance, a decommissioning and restoration plan shall be submitted and approved by the Imperial County Planning and Development Services Director.
- (C) Within thirty (30) days prior to ground disturbance, a Bond, or other acceptable surety, in the amount of the estimated site restoration financial calculations/bond, for the developed project area as specified in the [or grading plan(s) area], or other forms of security acceptable to County Counsel's office, shall be filed with the County that guarantees restoration of the land to its condition prior to the permitted solar plant development.
- (D) Upon completion of such site restoration, and demonstration that the land has been restored to the agriculturally productive/farmable condition prior to the permitted solar plant development the Bond or other surety shall be released by the County.
- (E) The above financial calculations/bond shall be reviewed every five (5) years in December and adjusted on January 1st to add a CPI (Los Angeles) increase by the Planning and Development Services Director. This readjustment can be made in the County's sole discretion and must be funded by the Permittee within ninety (90) calendars after notice of the additional amount of such adjustment.

S-22 PUBLIC WORKS

- (A) The Permittee shall furnish a Drainage and Grading Plan/Study to provide for property grading and drainage control, which shall also include prevention of sedimentation of damage to off-site properties. The Study/Plan shall be submitted to the Department of Public Works for review and approval. The Permittee must also provide an engineering estimate for the offsite improvements to be reviewed and approved by this department. A security bond shall be required for the offsite improvements prior to the issuance of the encroachment permit.

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The Permittee shall implement the approved plan. Employment of the appropriate Best Management Practices (BMP's) shall be included.

- (B) A Transportation Permit shall be required from road agency(s) having jurisdiction over the haul route(s) for any hauls of heavy equipment and large vehicles which impose greater than legal loads on riding surfaces, including bridges.
- (C) All proposed utility poles must be installed outside the clear recovery area.
- (D) All work performed with Caltrans Right of Way will require an encroachment permit.
- (E) All work performed for other agencies (such as IID) shall comply with the requirements of such agencies.
- (F) CUP owner shall be responsible for repairing any damage caused to the roads it utilizes per Public Works acceptance.
- (G) CUP owner shall limit the Project's construction traffic on unpaved County roadways to the extent possible and utilize improved paved roadways. In the event the CUP owner's construction traffic requires the use of unpaved County roadways, the CUP owner shall mitigate those County unpaved roadways in accordance with ICAPCD 805 requirements.
 - (i) in addition to complying with Rule 605, if 50 vehicle trips per day (VPD) are triggered by the projects on any single County unpaved roadway, the CUP owner shall provide for the future maintenance cost of the affected roadway for the full term of the CUP which triggered the increase beyond the 50 VPD threshold.
 - (i) Prior to the issuance of grading permit. As each CUP may be constructed individually and independently, the CUP owner shall improve the roads as per acceptance with ICPWD. If a CUP owner has already improved the roads that will be utilized by the next CUP to start construction, then no new road improvements are required.

S-23 WASTE DISPOSAL

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NOW THEREFORE, County hereby issues the Conditional Use Permit #17-0030, and Permittee hereby accepts such permit upon the terms and conditions set forth herein.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first written.

PERMITTEE:

92JT 8me, LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762



Joshua Goldstein
Authorized Signatory

January 29, 2021

Date

COUNTY OF IMPERIAL, a political subdivision of the STATE OF CALIFORNIA



Jim Mignick, JAMES ALVIN MIGNICK
Director, Planning & Development Services
Department

2/3/21

Date

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PERMITTEE NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO } S.S.

On January 29, 2021 before me, Brittany S. Edwards a Notary Public in and for said County and State, personally appeared Joshua Goldstein, who proved to on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature *Brittany S. Edwards*

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document LAUREL SOLAR FARM 3 - CUP 17-0030

Number of Pages 57 Date of Document January 29, 2021

Signer(s) Other Than Named Above n/a

Dated 01/29/21

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COUNTY NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

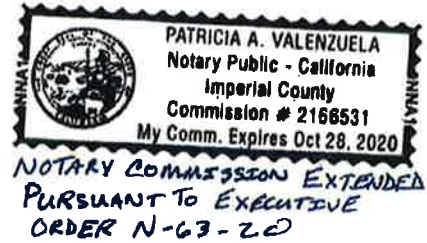
STATE OF CALIFORNIA
COUNTY OF IMPERIAL } S.S.

On FEBRUARY 3, 2021 before me, PATRICIA A. VALENZUELA a Notary Public in and for said County and State, personally appeared JAMES A. MANNICK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Patricia A. Valenzuela



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document Conditional Use Permit 17-0030
Number of Pages 57 Date of Document JANUARY 29, 2021
Signer(s) Other Than Named Above N/A

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