



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

February 5, 2025

SUBJECT: REQUEST FOR PROPOSAL – MONITORING & COMPLIANCE
PROJECT: (Cedar 2 SES, LLC) SOLAR ENERGY STORAGE PROJECT
CUP # 20-0023

Ladies and Gentlemen:

The Imperial County Planning & Development Services Department (ICPDS) is soliciting proposals for monitoring and compliance on the Cedar 2 SES (formally VEGA 5 SES) Solar Energy Storage Project. **Proposals will be accepted from February 5, 2025, through March 5, 2025.**

ICPDS will act as the "Lead Agency" during all phases including the Laydown, Move On, Pre-construction, Construction phase, and Operational phase of these projects. The successful consultant will work directly for ICPDS on the following phases:

1. The Laydown Phase which will allow for solar equipment to be delivered within the development area;
2. The initial Move-On Phase where construction trailers and equipment will be used for construction;
3. The Pre-Construction Phase including all reports;
4. The Full Development Phase for the installation of the solar panels, & substations, and
5. The ongoing Operational Monitoring Phase, as required in the Conditional Use Permits and Mitigation Monitoring Reporting Programs. **(Please include as optional task).**

ICPDS is requesting a Statement of Interest consisting of a Statement of Qualifications and a Schedule of Charges from personnel & organizations, which are included in the environmental compliance services proposal.

The monitoring and compliance consultant will coordinate with the **(Cedar 2 SES, LLC)** Solar and Energy Storage project Owner, staff, and Imperial County agencies regarding environmental construction compliance and monitoring activities.

1. Assist the developers/project owners with the preparation and/or review of plans to support construction and operation of the Project (e.g. Pest Management Plan, Raven Control Plan, Hazardous Materials Management Plan, etc.) in fulfillment of the requirements of the Mitigation Monitoring and Reporting Program and the conditions as identified in the Conditional Use Permit for this Project.
2. Provide compliance management/mitigation monitoring as a comprehensive service to assist public agencies and private developers with carrying out the intent of the California Environmental Quality Act (CEQA) as it applies to environmental mitigation.
3. Additionally, the monitoring and compliance firm will coordinate with the regulatory agencies (e.g. Imperial County Air Pollution Control District, California Department of Fish and Game [CDFW], etc.) both pre-construction and during construction of the Project. The monitoring efforts will focus on the CUP conditions and mitigation measures included in CUP #20-0023.
 - a. Responsibilities will include ensuring that the requirements of the CUPs are implemented and complied with as specified by inspecting the site for non-compliance issues; monitoring construction activities; protecting/avoiding biological and cultural resources; and verifying implementation of approved Conditions of Approval and mitigation measures as required in the MMRP.

Attached hereto is a copy of the Conditional Use Permit (CUP 20-0023) agreement.

Please include the project scope and cost for the following Phases & Tasks:

- 1. Laydown phase-** *Delivery and staging of solar equipment within the development area. This phase is limited to a specific area of the project site that will be used to store materials and solar components in advance of construction. Involvement for this phase includes having a biologist doing a sweep of the area ensure there are no birds, burrowing owls or other wildlife present prior to staging materials followed by a pre-construction survey before disturbance of the Project site. If species are present, the appropriate actions will be implemented to avoid or relocate the affected species in consultation with CDFW and in accordance with required protocols. The consultant will also ensure that staged materials are properly covered/capped to prevent birds and wildlife from nesting in these areas. Monitoring costs on the biological as needed per surveys, including the monitoring of potential passive re-locations, if needed. Please include the hourly rate for monitoring, as well as the total estimated hours.*
- 2. Move-On phase-** *Mobilizing of job trailers and equipment in advance of construction. This phase involves placement of mobile units that serve as offices for the contractors during construction, placement of port-a-poties, and staging of equipment including the J-stand for filling water trucks. Pre-construction surveys need to be conducted prior to the move-on as this phase serves to assemble the necessary infrastructure and equipment to commence construction. Monitoring and Compliance involvement for this phase includes oversight of the mobilization process and establishing parameters for operation of the area.*
- 3. Pre-construction phase (Tasks & Costs) -** *Preparation of all required reports and plans as specified in the Conditions of Approval and/or MMRP. A multitude of reports and plans must be prepared prior to the start of construction. These may include, but are not limited to:*
 - *A dust control plan,*
 - *Pest Management Plan,*
 - *Storm-water Pollution Prevention Plan (SWPPP),*
 - *Hazardous Materials Business Plan, etc.*
 - *Surveys for nesting birds and burrowing owls.*
 - *Biological surveys and written reports for the construction area.*
 - *The County will need the costs for these surveys on project areas and the off-site areas as required.*
- 4. Costs for monitoring the Developer's construction crews** *including, but not limited to the EPC contractor, electrical contractors, and subcontractors including the grading for each site. Please include the hourly rate and the total estimated hours for monitoring;*
- 5. Costs for paleontological, culture, and archeological work** *required by the MMR&P's and CUP conditions and or as requested by the Imperial County Planning & Development Services Department; please include the hourly rate and the total estimated hours.*
- 6. Costs for writing compliance reports for the (Cedar 2 SES, LLC) Energy and Storage;** *please include the hourly rate and the cost for the weekly compliance report.*
- 7. Costs for conducting onsite monitoring and documenting** *whether the Project complies with the conditions of the County permits; please provide the hourly rate.*
- 8. Costs for attending meetings with the Contractor, State Agencies, or Local Agencies** *on site or via phone conference as well as writing reports documenting these meetings; please provide the hourly rate and the total estimated hours.*
- 9. Costs for training and maintaining a Workers Environmental Awareness Program (WEAP)** *training for all workers and contractors working on site during pre-construction & construction activities.*

The Statement of Interest must also include resumes for the proposed cultural resource, paleontological resource, and biological resource specialists. State Agency approval may be required.

The proposed hourly/daily billing rate, travel billing rate, mileage billing rate, proposed per diem (if any), and expected round-trip miles to be billed for visits to the development site.

The estimated project construction completion is one (1) year. The construction is scheduled to begin in the summer months of 2025; however, the duration of the requested service to carry out the Scope of Work may vary.

The DEIR and FEIR for the (Cedar 2 SES, LLC) SOLAR AND ENERGY STORAGE project can be reviewed on the Imperial County's Planning & Development Services website.

<https://www.icpds.com/planning/environmental-impact-reports/final-eirs>

NOTE: (The DEIR & FEIR was originally identified as VEGA 2, 3 & 5) New ownership later renamed to CEDAR 2 SES LLC)

If you have any questions, you may contact David Black, Project Planner, by phone at (442) 265-1736, extension 1746 or by email at davidblack@co.imperial.ca.us.

Sincerely,

By: 

David Black
Project Planner IV

Jim Minnick, Director
Planning & Development Services

CC:
Jim Minnick, Director of Planning and Development Services
Michael Abraham, AICP, Assistant Director of Planning & Development Services
Diana Robinson, Planning Division Manager
Project File: CUP20-0023
APN 025-260-022
Files: 10.109
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1 When Recorded Return To:

RECORDED

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

JAN 05 2024

CHUCK STOREY
Imperial County Clerk-Recorder

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6 **AGREEMENT FOR CONDITIONAL USE PERMIT #20-0023**
7 **VEGA SES 5 SOLAR ENERGY STORAGE PROJECT**
8 **APN's 025-260-019 & 025-260-022-000 & partial APN 025-260-011-000**

9 This Agreement is made and entered into on this 4th day of January, 2024, by and between
10 APEX ENERGY SOLUTIONS, LLC hereinafter referred to as the Permittee (Permittee),
11 and the COUNTY OF IMPERIAL, a political subdivision of the State of California (County
or Imperial County), related to the VEGA SES 5 SOLAR ENERGY STORAGE PROJECT
(CUP #20-0023) project area.

12 **RECITALS**

13 **WHEREAS**, Permittee is the lessee or successor-in-interest of certain land in
14 Imperial County to be improved with the proposed utility-scale solar and battery
15 storage facility. The project, Conditional Use Permit (CUP or Permit) #20-0023,
16 consists of a proposed 50 megawatt (MW) photovoltaic solar energy facility, energy
17 (battery) storage facility (**up to 100 MW and not to exceed a 2 to 1 solar/battery**
18 **ratio**) and associated infrastructure, including but not limited to, electrical switch
19 station, substation, on-site operations and maintenance (O&M), a gen-tie line and
20 internal solar development transmission lines, on approximately 250 acres within
Imperial County (the "Project"). The proposed facility is located approximately 5.67
miles southeast of the unincorporated community of Niland between the
unincorporated communities of Iris and Slab City. The Coachella and East Highline
Canals and the Union Pacific Railway transect the project area. The project area is
located entirely within the County's Renewable Energy Overlay Zone.

21
22 **WHEREAS**, Permittee has applied to the County of Imperial for CUP #20-0023 for
23 constructing and operating a new 50 MW solar energy facility, energy (battery)
24 storage facility (up to 100 MW and not to exceed a 2 to 1 solar/battery ratio) with
ancillary support facilities, including electrical interconnections. The Project will
connect to the existing IID "P" line located immediately north of the project site
north of the All American Canal.

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26 **WHEREAS**, the Project is located on portion of APN 025-260-011; 025-260-019 &
27 025-260-022-000. Additionally, the legal description includes SEC 9, 15, 17
Township 11 South, Range 15 East on approximately 250 acres. The project site is
28 located entirely within the Imperial County Renewable Energy Overlay zone.

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30 **WHEREAS**, the Permittee for the VEGA SES 5 Solar Energy Project (CUP #20-
0023) shall fully comply with all of the terms and conditions of the Project as
specified hereinafter within this CUP.

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1 **GENERAL CONDITIONS:**

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

8 **G-1 GENERAL LAWS:**

9 The Permittee shall obtain, comply with and maintain all applicable County, State,
10 and federal laws, rules, regulations, ordinances, and/or standards as they may
11 pertain to this project whether specified herein or not.

12 **G-2 EFFECTIVE DATE:**

13 The approved Conditional Use Permit shall not become effective until ten (10)
14 calendar days after the decision of the Planning Director or Commission. Further
15 the Conditional Use Permit shall not be effective until applicable conditions have
16 been met, and the Conditional Use Permit is recorded with the County Recorder,
17 with payment of recording fees being paid by applicant. In the case of a decision by
18 the Board of Supervisors there is no 10-day appeal.

19 **G-3 RECORDATION:**

20 CUP #20-0023 shall not be effective until it is recorded at the Imperial County
21 Recorder's Office and if no appeal has been made after approval from the hearing
22 body. Payment of the recordation fee shall be the responsibility of the Permittee. If
23 this CUP is not recorded within one hundred eighty (180) days from the date of
24 approval the CUP shall be deemed null and void, without notice having to be
25 provided to Permittee. Permittee may submit a written request for a recordation
26 extension for this CUP by filing such a request with the Planning Director at least
27 sixty (60) days prior to the one hundred eighty 180-day expiration. The Director may
28 approve one (1) extension for a period not to exceed one hundred eighty (180)
29 days. An extension may not be granted if the request for an extension is filed after
30 the expiration date. Failure to record this CUP within one (1) year including the
31 granted extension period shall deem this CUP null and void.

32 **G-4 COMMENCEMENT OF WORK:**

33 If the project for which a CUP has been approved has not commenced, or permits
34 for said project have not been issued, within one (1) year from effective date, the
35 CUP shall be null and void. If an applicant cannot initiate or obtain permits for the
36 approved use during the one (1) year, applicant may request a one (1) year
37 extension from the Department. The request for an extension shall be in writing and
38 be submitted with explanation to the Planning & Development Services Department
39 at least sixty days prior to the end of the extended one (1) year period. The Director
40 shall have the authority to extend the initial start-up period, or commencement of
41 work, of a CUP up to two (2) times for a maximum of two (2) years. Should the

1 Permittee desire to continue with the project, a new application shall be submitted
2 and the entire process would have to begin anew.

3 **G-5 TIME LIMIT:**

4 Unless otherwise specified within the Site Specific Conditions, this Permit shall be
5 limited to a maximum of thirty (30) years from the recordation of the CUP. The CUP
6 may be extended for an additional ten (10) year period by the appropriate County
7 entity (either the Planning Director, the Planning Commission or the Board of
8 Supervisors as set forth in the applicable Imperial County Ordinances) upon a
9 finding that the Project is in compliance with all conditions of the CUP as stated
10 herein and any applicable Land Use regulation of the County of Imperial. In order to
11 obtain an extension, the Permittee shall file a written extension request with the
12 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 or 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.

13 **G-6 ABANDONMENT:**

14 If a CUP has been unused, abandoned, discontinued, or ceased for one (1) year,
15 the CUP shall be null and void, and be of no effect. Notice to applicant/permittee
16 under this division will not be required or provided by Department.

17 **G-7 PERMIT/LICENSE:**

18 Permittee shall obtain and comply with any and all required permits, licenses,
19 and/or approvals, for the construction and/or operation of this project. This shall
20 include, but shall NOT be limited to, permits from the County Division of
21 Environmental Health Services (EHS), Planning & Development Services
22 Department, Office of Emergency Services (OES), Imperial County Air Pollution
23 Control District (ICAPCD) and Public Works Department. Permittee shall likewise
24 comply with all such permit requirements for the life of the project. Additionally,
Permittee shall submit a copy of such additional permit(s) and/or license(s) to
the Planning & Development Services Department within 60-days of receipt,
including amendments or alternatives thereto.

25 **G-8 APPROVALS AND CONDITIONS SUBSEQUENT TO GRANTING PERMIT:**

26 Permittee acceptance of this CUP shall be deemed to constitute agreement with the
27 terms and conditions contained herein. Where a requirement is imposed in this CUP
28 that Permittee conduct a monitoring program, and where the County has reserved
29 the right to impose or modify conditions with which the Permittee must comply
30 based on data obtained therefrom, or where the Permittee is required to prepare
specific plans for County approval and disagreement arises, the Permittee, operator
and/or agent, the Planning and Development Services Director or other affected
party, to be determined by the Planning and Development Services Director, may

1 request that a hearing be conducted before the Imperial County Planning
2 Commission whereby they may state the requirements which will implement the
3 applicable conditions as intended herein. Upon receipt of a request, the Planning
4 Commission shall conduct a hearing and make a written determination. The
5 Planning Commission may request support and advice from a technical advisory
6 committee. Failure to take any action shall constitute endorsement of staff's
7 determination with respect to implementation.

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10 **G-9 CONDITION PRIORITY:**

11 This project shall be constructed/operated as described in the CUP application, the
12 environmental documents, the project description, and as specified in these
13 conditions. Where a conflict occurs, the CUP conditions shall govern.

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16 **G-10 INDEMNIFICATION:**

17 As part of this application, applicant and real party in interest, if different, agree to
18 defend, indemnify, hold harmless, and release the County of Imperial ("County"), its
19 agents, officers, attorneys, and employees (including consultants) from any claim,
20 action, or proceeding brought against any of them, the purpose of which is to attack,
21 set aside, void, or annul the approval of this application or adoption of the
22 environmental document which accompanies it. This indemnification obligation
23 shall include, but not be limited to, damages, costs, expenses, attorney fees, or
24 expert witness fees that may be asserted by any person or entity, including the
25 applicant, arising out of or in connection with the approval of this application,
26 whether or not there is concurrent negligence on the part of the County, its agents,
27 officers, attorneys, or employees (including consultants).

28 If any claim, action, or proceeding is brought against the County, its agents, officers,
29 attorneys, or employees (including consultants), to attack, set aside, void, or annul
30 the approval of the application or adoption of the environmental document which
31 accompanies it, then the following procedures shall apply: The Planning Director
32 shall promptly notify the County Board of Supervisors of any claim, action or
33 proceeding brought by an applicant challenging the County's action. The County,
34 its agents, attorneys and employees (including consultants) shall fully cooperate in
35 the defense of that action. The County shall have the final determination on how to
36 best defend the case and will consult with applicant regularly regarding status and
37 the plan for defense. The County will also consult and discuss with applicant the
38 counsel to be used by County to defend it, either with in-house counsel, or by
39 retaining outside counsel provided that the County shall have the final decision on
40 the counsel retained to defend it. Applicant shall be fully responsible for all costs
41 incurred. Applicant shall be entitled to provide his or her own counsel to defend the
42 case, and said independent counsel shall work with County Counsel to provide a
43 joint defense.

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46 **G-11 INSURANCE:**

47 The Permittee shall take out and maintain workers compensation insurance as
48 required by the State of California. The Permittee shall also secure liability
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insurance and such other insurance as required by state and/or federal law. A Certificate of Insurance is to be provided to the Planning and Development Services Department by the insurance carrier, and said insurance and certificate shall be kept current for the life of the project. Certificates of Insurance shall be sent directly to the Planning and Development Services Department by the insurance carrier and shall name the Department as a recipient of both renewal and cancellation notices.

G-12 RIGHT OF ENTRY:

The County reserves the right to enter the premises at any time, announced or unannounced, in order to make the appropriate inspection(s) and to determine if the condition(s) of this CUP are complied with. Access by authorized enforcement agency personnel shall not be denied.

G-13 SEVERABILITY:

Should any condition(s) of this CUP 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 CUP.

G-14 PROVISION TO RUN WITH LAND:

The provisions of this CUP are to run with the land/project and shall bind the current and future owner(s) successor(s) of interest; assignee(s) and/or transferee(s) of said CUP. **Permittee shall not without prior notification to the Planning & Development Services Department assign, sell, or transfer, or grant control of CUP or any right or privilege therein.** The Permittee shall provide a minimum of 60 days written notice prior to such proposed transfer becoming effective. The permitted use identified herein is limited for use upon this parcel described herein and may not be transferred to another parcel.

G-15 COMPLIANCE/REVOICATION:

Upon the determination by the Planning & Development Services Department that the project is or may not be in full compliance with any one or all of the conditions of this CUP, or upon the finding that the project is creating a nuisance as defined by law, the issue shall be brought immediately to the appropriate enforcement agency or to the Planning Commission for hearing to consider appropriate response including but not limited to the revocation of the CUP or to consider possible amendments to the CUP. The hearing shall be held upon due notice having been provided to the Permittee and to the public in accordance with established ordinance/policy.

G-16 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

1 such violation with reasonable diligence, the County may extend the cure period.
2 Upon such revocation, County may, at its sole discretion, cease processing,
3 defending any lawsuit or paying for costs associated with the Project.

4 **G-17 COSTS:**

5 Permittee shall pay any and all amounts determined by the County to defray any
6 and all cost(s) for the review of reports, field investigations, monitoring, and other
7 activities directly related to the enforcement/monitoring for compliance of this CUP,
8 County Ordinance or any other applicable law. Any billing against this project, now
9 or in the future, by the Planning & Development Services Department or any County
10 Department for costs incurred as a result of this CUP, shall be billed through the
11 Planning & Development Services Department.

12 **G-18 REPORT(S)**

13 Permittee shall file an annual report with the Planning and Development Services
14 Department to show that Permittee is in full compliance with this CUP. The report
15 shall be filed at least fifteen (15) days prior to the anniversary (recordation date) of
16 this CUP. It shall be the responsibility of the Permittee to provide all reports and to
17 include the information about other users. The County may request information at
18 any time from the Permittee or other users if applicable; however, it shall be the
19 responsibility of the Permittee to assure that the County receives such information
20 in a timely manner.

21 **G-19 RESPONSIBLE AGENT**

22 Permittee shall maintain on file with the Planning and Development Services
23 Department the name and phone number of the responsible agent for the site. A
24 back-up name shall also be provided, and a phone number for twenty-four (24) hour
25 emergency contact shall also be on file. If there are other users, the same
26 information (as applicable) required from the Permittee shall also be made available
27 to the County from such other users.

28 **G-20 WATER AND SEWER:**

29 Permittee shall provide water and sewer to Federal, State and County standards.
30 Water and sewer systems shall be approved by the Environmental Health Services
and the Planning & Development Services Department. Permittee shall hook up to
a public water system or supplier if and when available.

G-21 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 Planning
Commission of the County of Imperial. Their determination shall be final unless an
appeal is made to the Board of Supervisors ten (10) days from the date of their
decision.

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2 **G-22 SPECIFICITY:**

3 The issuance of this CUP does not authorize the Permittee to construct or operate
4 this project in violation of any state, federal, local law nor beyond the specified
5 boundaries of the project as shown in the application/project description/ CUP, nor
6 shall this CUP allow any accessory or ancillary use not specified herein. This CUP
does not provide any prescriptive right or use to the Permittee for future addition
and/or modification to this project.

7 **G-23 HEALTH HAZARD:**

8 If the County Health Officer determines that a significant health hazard exists to the
9 public, the County Health Officer may require appropriate measures and the
10 Permittee shall implement such measures to mitigate the health hazard. If the
11 hazard to the public is determined to be imminent, such measures may be imposed
12 immediately and may include temporary suspension of the subject operations.
13 However, within forty five (45) days of any such suspension of operations, the
14 measures imposed by the County Health Officer must be submitted to the Planning
Commission for review and approval. Nothing shall prohibit Permittee from
requesting a special Planning Commission meeting provided Permittee bears all
costs.

15 **G-24 CHANGE OF OWNER/OPERATOR:**

16 In the event the ownership of the site or the operation of the site transfers from the
17 current Permittee to a new successor Permittee, the successor Permittee shall be
18 bound by all terms and conditions of this CUP as if said successor was the original
19 Permittee. Current Permittee shall inform the County Planning & Development
20 Services Department in writing at least sixty (60) days prior to any such transfer.
21 Failure of a notice of change of ownership or change of operator shall be grounds
for the immediate revocation of the CUP. In the event of a change, the new
Owner/Operator shall file with the Department, via certified mail, a letter stating that
they are fully aware of all conditions and acknowledge that they will adhere to all.

22 **G-25 PERMITS OF OTHER AGENCIES INCORPORATED:**

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

28 **G-26 MINOR AMENDMENTS:**

29 The Planning Director may approve minor changes or administrative extensions, as
30 requested in writing by the Permittee, provided it does not result in additional
environmental impacts and/or are generally procedural or technical and/or which

1 may be necessary to comply with other government permit compliance
2 requirements.

(TOTAL "G" CONDITIONS are 26)

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6 **SITE SPECIFIC CONDITIONS:**

7 **S-1 AUTHORIZED SCOPE OF ACTIVITIES:**

8 (A) Permittee shall be responsible as for all improvements, septic, sewer,
9 approved potable water system(s), pipelines, roads and other improvements
10 discussed in the CUP Application and Conditions of Approval, FEIR, and
11 MMRP. If Permittee sells all or part of this Project, an approved agreement shall
12 be in place for new Project owner to build and maintain as agreed to by the
13 conditions set forth in this CUP. Additionally, the County Assessor's Office shall
14 be notified of any ownership change.

15 (B) Permittee shall develop this 50 MW solar energy Project per approved
16 CUP #20-0023 as a separate solar energy and energy (battery) storage facility.
17 Any development with a combination of parcels will require the owner(s) to have
18 a recorded deed restriction to "hold the parcel as one parcel" that runs with the
19 land, or at Permittee's option merge the parcels. This deed restriction shall be
20 for a minimum of thirty (30) years and shall only be released upon the expiration
21 of the thirty (30) years, the expiration or termination of the CUP, or upon
22 approval of the Imperial County Planning and Development Director that the
23 restriction is no longer needed based on a change in the development or
24 regulation.

25 (C) The Permittee shall construct and operate the 50 Mw solar energy and
26 100 Mw energy (battery) storage facility in compliance with the CUP, the
27 County's General Plan's Land Use Element, Land Use Ordinance and all other
28 applicable local, state, and federal LORS, to include any other permits which
29 are incorporated herein by reference.

30 (D) Construction, operation, maintenance, replacement and removal of a
31 solar energy facility & energy (battery) storage system shall be as described in
32 Permittee's CUP Application and previously approved FEIR for the Vega SES 5
33 Solar Energy project (CUP #20-0023), to include photovoltaic (PV) modules,
34 mounting structures, electrical wiring, inverters, transformers and alternating
35 current (AC) electric collector system, project electric substation and ancillary
36 facilities. Ancillary facilities include safety and security equipment, retention
37 basins, perimeter fencing, access gates, lighting systems, access roads, and
38 may include temporary construction trailers, equipment enclosures, water
39 treatment system and building, septic system, parking, and fire protection. The
40 Project's PV arrays shall be comprised of solar PV panels organized into
41 electrical groups referred to as "blocks." The panels shall be oriented from east

1 to west for maximum sun exposure and the foundation shall be designed based
2 on soil conditions. The PV panels are made of a poly-crystalline silicon
3 semiconductor material encapsulated in glass. Installation of the PV arrays
4 includes installation of mounting posts, module rail assemblies, PV modules,
5 inverters, transformers and buried electrical conductors. Concrete is required
6 for the footings, foundations and pads for the transformers and substation work.
Tracker foundations shall be comprised of either driven or vibrated steel
posts/pipes, and/or concrete in some places (depending on soil and
underground conditions).

7 (E) The Project's energy (battery) storage (BESS) component will be
8 located on a concrete pad at the northeastern edge of the project site, unless
9 final engineering design and/or IID requirements require a different location.

10 The BESS will consist banks of batteries and will be supported by a DC
11 Combiner, control panel, and inverter/transformer skid. Each enclosure will
12 include built-in fire suppression systems. The batteries will be lithium-ion based
13 and capable of storing up to 100 MW in total (not to exceed 100 MW. These
14 racks would be integrated into containers or be self-contained in engineered
15 systems such as for example the Tesla Mega Pack. The Project design would
16 meet minimum spacing required by code and manufacturers specifications.

17 **S-2 AESTHETICS:**

- 18 (A) The Permittee shall design and maintain all buildings and equipment
19 enclosures to have exterior surfaces with neutral, non-reflective colors.
- 20 (B) The Permittee shall design and install lighting at construction storage
21 yards and staging areas, such that light bulbs and reflectors are not
22 visible from public viewing areas; lighting does not create reflected
23 glare; and illumination of the Project facilities, vicinity, and nighttime sky
24 is minimized.
- 25 (C) Lighting shall be designed so exterior light fixtures are hooded, with
26 lights directed downward or toward the area to be illuminated and so
27 that backscatter to the nighttime sky is minimized. The design of the
28 lighting shall be such that the luminescence or light source is shielded
29 to minimize light trespass outside the Project boundary.
- 30 (D) All lighting shall be of minimum necessary brightness consistent with
worker safety and OSHA requirements.
- (E) High illumination areas not occupied on a continuous basis shall have
switches or motion detectors to light the area only when occupied.

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S-3 AIR QUALITY:

- (A) The Permittee shall comply at all times with the ICAPCD Regulation VIII, Fugitive Dust Control. Please use MMRP for guidance.

- (B) Prior to commencing construction, the Permittee 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 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

1 visible emissions shall be limited to no greater than 20% opacity
2 for dust emission by paving, chemical stabilizers, dust
3 suppressants and/or watering.

4 (7) Shall comply with the MMRP's and its applicable mitigations.

5 (C) The Permittee shall implement all applicable standard mitigation
6 measures for construction combustion equipment for the reduction of
7 excess NOx emissions as contained in the Imperial County CEQA Air
8 Quality Handbook and associated regulations. These measures include:

9 (1) Use of alternative fueled or catalyst equipped diesel construction
10 equipment, including all off-road and portable diesel-powered
11 equipment.

12 (2) Minimize idling time, either by shutting equipment off when not in
13 use or reducing the time of idling to five minutes at a maximum.

14 (3) Limit the hours of operation of heavy-duty equipment and/or the
15 amount of equipment in use.

16 (4) Replace fossil-fueled equipment with electrically driven equivalents
17 (assuming powered by a portable generator set and are available,
18 cost effective, and capable of performing the task in an effective,
19 timely manner).

20 (5) Curtail construction during periods of high ambient pollutant
21 concentrations; this may include ceasing construction activity
22 during the peak hour of vehicular traffic on adjacent roadways.

23 (6) Implement activity management (e.g. rescheduling activities to
24 avoid overlap of construction phases, which would reduce short-
25 term impacts).

26 **S-4 GEOLOGY/SOILS and MINERAL RESOURCES:**

27 (A) Prior to approval of final engineering and grading plans for the Project,
28 the County shall verify that all recommendations contained in the
29 Geotechnical Report for this Solar Facility and have been incorporated
30 into all final engineering and grading plans. The County's soil engineer
and engineering geologist shall review grading plans prior to finalization
to verify compliance with the recommendations of the report.

S-5 CULTURAL RESOURCES:

(A) Compliance and Monitors shall insure all mitigations set forth in the
MMRP are followed.

1 **S-6 HEALTH, SAFETY AND HAZARDOUS MATERIAL/FIRE AND FUELS**
2 **MANAGEMENT:**

- 3 (A) All trash and debris within the Project site shall be disposed of off-site,
4 in accordance with current, local, state, and federal disposal
5 regulations. Compliance with this measure shall be verified by the
6 Planning and Development Services Department.
- 7 (B) If it is determined that hazardous wastes are, or will be generated by the
8 proposed operations, the wastes must be managed in accordance with
9 the California Hazardous Waste Control Law (California Health and
10 Safety Code, Division 20, Chapter 6.5) and the Hazardous Waste
11 Control Regulations (California Code of Regulations, Title 22, Division
12 4.5).
- 13 (C) If it is determined that hazardous wastes will be generated, the
14 Permittee should also obtain a United States Environmental Protection
15 Agency, Identification Number by contacting (800) 618-6942. Certain
16 hazardous waste treatment processes or hazardous material, handling,
17 storage or uses may require authorization from the local Certified
18 Unified Program Agency (CUPA). Information about the requirement for
19 authorization can be obtained by contacting the local CUPA.
- 20 (D) Firearms shall be prohibited in all Project areas except for those used
21 by licensed security personnel.
- 22 (E) The recognized environmental concerns shall be cleaned up and
23 properly disposed of in accordance with all federal, state and local
24 regulations.
- 25 (F) Any hazardous materials storage areas shall be designed with curbs or
26 other containment measures, e.g., double-walled storage tanks, to
27 contain spills and leaks. If on-site hazardous materials exceed fifty-five
28 (55) gallons, a "Hazardous Material Management Plan" shall be
29 prepared and approved by the County Local Enforcement Agency (LEA)
30 and the Imperial County CUPA. A copy of the approved plan shall be
31 submitted to ICPDSD prior to the issuance of the grading/building
32 permit (Source: Imperial County Renewable Energy Ordinance, Title 9,
33 Division 17, § 91702.00).
- 34 (G) The Permittee shall present to the Department an Emergency
35 Response/Action Plan that has been approved by the ICFD/OES
36 Department, and the LEA and any other agencies with jurisdiction
37 (Source: Imperial County Renewable Energy Ordinance, Title 9,
38 Division 17, § 91702.00).

39 The Emergency Response/Action Plan shall cover all possible
40 foreseeable emergencies, e.g., major fluid spills, earthquakes, fires,
41 floods or other emergencies. At all times, there shall be at least one

1 employee either on the facility premises or on-call (i.e., available to
2 respond to an emergency by reaching the facility within a short period of
3 time) with the responsibility to coordinate all emergency response
4 measures. This Emergency Coordinator shall be thoroughly familiar with
5 all aspects of the Project's Emergency Response/Action Plan, all
6 operations and activities at the facility, location of all records within the
7 facility and the facility's layout. This Emergency Coordinator shall have
8 the authority to commit the resources needed to carry out the
9 contingency plan. Adequate personnel and equipment shall be available
10 to respond to emergencies and to ensure compliance with the
11 conditions of the Permit.

12 The Emergency Response/Action Plan shall be prepared in consultation
13 with, but not be limited to, the ICFD/OES, County EHS/Health
14 Department, County Sheriff/Coroner's office, County Department of
15 Public Works, ICPDSD, and other appropriate state and county
16 agencies. The plan shall include a notification list of response agencies
17 which shall be notified immediately upon the discovery of a reportable
18 unauthorized discharge and the list shall include:

- 19 - ICFD/OES;
- 20 - ICPDSD;
- 21 - County EHS/Health Department;
- 22 - County Department of Public Works; and
- 23 - California Highway Patrol, as applicable.

24 All employees shall be trained by classroom and hands-on training on
25 safety procedures, maintenance programs and emergency response
26 protocols to ensure safety and reliability in the event of an unforeseen
27 emergency situation.

28 The Permittee shall provide adequate safety devices to protect 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 firefighting and fire suppression equipment
and using devices standard within the industry in compliance with all
applicable state and local laws as determined by the ICFD/OES.
The Permittee shall implement all State and County-approved worker
safety and fire protection plans and programs.

Any gates on-site shall have a "Knox" lock rapidly accessible by the
ICFD/OES.

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.

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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.

Permittee shall identify a responsible agent for emergency purposes, whose name, title, e-mail address and telephone number shall be provided to the County Department of Public Works, ICFD/OES, County Environmental Health Services/Health Department, County Sheriff/Coroner's office, IID, and ICPDSD.

S-7 HYDROLOGY AND WATER QUALITY:

Adhere to measures set forth in the MMRP.

S-8 BIOLOGICAL RESOURCES:

Adhere to all Biological measures in the MMRP

S-9 PUBLIC SERVICES:

(A) 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). 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.

(B) During the development phase of the Project, the Permittee shall provide a roster of employees to include their position and place of residence.

(C) 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.

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

- 1 (E) Permittee shall compensate the County pursuant to the Department of
2 Environmental Health Fee Schedule for any costs of calls related to bees and
3 mosquitoes.
- 4 (F) The Permittee shall reimburse the Sheriff's Department for any investigations
5 regarding theft on the Project site and related law enforcement.
- 6 (G) All construction supervisors and foremen shall be provided with communication
7 devices, cell phones or walkie-talkies, in the event of an emergency situation on-
8 site.
- 9 (H) All construction-related activities shall take place within the development footprint of
10 the Project as defined by the final engineering plans. The anticipated impact areas,
11 including staging areas, equipment access, and disposal or temporary placement of
12 spoils, shall be delineated with staking and/or orange construction fencing prior to
13 construction to avoid natural resources where possible. No construction-related
14 activities shall occur outside of the designated impact area. All construction
15 materials, staging, storage, dispensing, fueling, and maintenance activities shall be
16 designated on construction maps and shall be situated a minimum of fifty (50) feet
17 from all drainages. Staging and temporary access shall occur on existing roadways
18 whenever possible.
- 19 (I) **Emergency Operations Plan** - The Applicant shall develop an Emergency
20 Operation Plan in conjunction with local fire service personnel and the AHJ and hold
21 a comprehensive understanding of the hazards associated with lithium-ion battery
22 technology. Lithium-ion battery energy storage systems must incorporate adequate
23 explosion prevention protection as required in NFPA 855 or International Fire Code
24 Chapter 12, where applicable.
- 25 (J) **Signage** - The Applicant shall provide signage that identifies the contents of an
26 energy storage system on all energy storage system installations to alert first
27 responders to the potential hazards associated with the installation.

28 **S-10 TRANSPORTATION AND TRAFFIC:**

- 29 A. Permittee shall prepare and submit a Construction Traffic Control Plan to
30 Imperial County Department of Public Works-Development Review and
31 Caltrans District 11, as appropriate, for approval. The Construction Traffic
32 Control Plan must be prepared in accordance with both the California
33 Department of Transportation Manual on Uniform Traffic Control Devices and
34 Work Area Traffic Control Handbook and must include, but not be limited to,
35 the following issues:
- 36 1. Timing of deliveries of heavy equipment and building materials;
 - 37 2. Directing construction traffic with a flag person;
 - 38 3. Placing temporary signing, lighting, and traffic control devices if required,
39 including, but not limited to, appropriate signage along access routes to
40 indicate the presence of heavy vehicles and construction traffic;
 - 41 4. Ensuring access for emergency vehicles to the Project site;

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5. Temporarily closing travel lanes or delaying traffic during materials delivery, transmission line stringing activities, or any other utility connections;
 6. Maintaining access to adjacent property;
 7. Specifying both construction-related vehicle travel and oversize load haul routes, minimizing construction traffic during the AM and PM peak hours, distributing construction traffic flow across alternative routes to access the Project site, and avoiding residential neighborhoods to the maximum extent feasible.
- B. Permittee shall Institute construction work hours as necessary, such that the arrival and/or departure times of workers would be staggered as necessary.
- C. Permittee shall identify vehicle safety procedure for entering and exiting site access roads.
- D. Permittee shall submit documentation that identifies the roads to be used during construction.
- E. The Permittee shall be responsible for repairing any damage to non-County maintained roads that may result from construction activities. The Permittee shall submit a preconstruction video log and inspection report regarding roadway conditions for roads used during construction to the Imperial County Department of Public Works Within 30 days of completion of construction, the project proponent/operator shall submit a post-construction video log and inspection report to the County. This information shall be submitted in electronic format. The County, in consultation with the Permittee's engineer, shall determine the extent of remediation required, if any.

S-11 COMMENCEMENT OF WORK:

- (A) If the Project has not commenced, or permits for the Project have not been issued, within one (1) year from approval date this CUP shall be null and void. If this CUP has been unused, abandoned, discontinued, or ceased for one (1) year, it shall be null and void and of no effect.
- (B) If Permittee cannot initiate or obtain permits for the approved use during the one (1) year period following approve of this CUP, Permittee may request a one (1) year extension from the ICPDSD. The request for an extension shall be in writing and be submitted with explanation to the ICPDSD 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 startup period of a CUP 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:

(A) The solar energy and energy (battery) storage 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 LAND USE IMPROVEMENTS:

- (A) The Permittee shall prepare an appropriate parking plan for review and approval by the ICPDSD and County Public Works Department for any and/or all proposed Operation & Maintenance buildings.
- (B) The Permittee shall surface with a material of higher quality all access drives, parking areas, and vehicular maneuvering areas from primary access to any constructed operation and maintenance buildings.

S-14 NOISE STANDARDS:

- (A) During the construction period, heavy truck traffic shall be limited to the hours between 6:00 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_{Leq} 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_{Leq}, 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-15 ODOR CONTROL:

The Permittee shall control all odor-causing, harmful, noxious emissions to ensure 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,

1 Division 13, Enforcement, Chapter 2, Abatement of Nuisances, Sections
2 91302.00 through 91301.02.

3 **S-16 PLAN APPROVALS:**

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

10 **S-17 PROJECT DESIGN:**

- 11 (A) All facility access and parking areas shall be constructed to the
12 standards of the Imperial County Land Use Ordinance.
- 13 (B) All permitted activities shall provide for the minimum feasible surface
14 land disturbance for compatibility with the existing uses wherever
15 possible.
- 16 (C) All equipment and electrical interconnection facilities used at the solar
17 plant facilities shall be maintained in a manner that prevents breaking,
18 cracking, and leaking, e.g. operator staffing and training, including
19 appropriate quality assurance procedures, with the operation of back-up
20 or auxiliary facilities when necessary.
- 21 (D) All on-site basins shall be designed and constructed under the
22 supervision of a California-licensed Civil Engineer meeting sound
23 engineering standards, with all applicable regulations and all
24 requirements of the County EHS/Health Department and Public Works
25 Departments are complied with.
- 26 (E) Permittee shall obtain encroachment permits for any construction or
27 operation on IID existing rights of way or easements.

28 **S-18 REPORTING AND MONITORING:**

- 29 (A) The Permittee shall furnish to the County, at its sole cost within a
30 reasonable time, any relevant reports/information which the County
requires for monitoring purposes to determine whether cause exists for
revoking this Permit, or to determine compliance with this Permit. The
Permittee shall submit all required reports to the Planning Director,
County Planning and Development Services Department, 801 Main
Street, El Centro, CA 92243.
- (B) Permittee and ICPDSD Director shall agree upon an environmental
consultant for overseeing all the required mitigation, conditional use

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Permit conditions and public benefit agreement (if any) requirements during the construction of the Project.

- (C) Permittee shall pay for third-party environmental consultant monitoring and compliance.
- (D) The ICPDSD, in consultation with the third-party Environmental Consultant and the County Executive Office, will require that all mitigation measures be satisfied, all MMRP requirements have been satisfied, all Conditions of Approval in the CUP are in full compliance and all conditions of the Development Agreement (if any) 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 ICPDS, documenting the implementation of the conditions and general measures as well as any resource-specific measures.
- (F) The Permittee shall reimburse the ICPDS 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 ICPDSD Fee Schedule for any costs incurred.
- (G) Permittee shall pay for all costs as required to comply with the Conditions of Approval and MMRP.
- (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 notice of such noncompliance, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with the Project.

S-19 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-20 FACILITIES CLOSURE AND SITE RESTORATION:

- (A) Permittee shall implement the site restoration 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

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condition and available for agricultural production uses as agreed to by the Imperial County Planning and Development Services Director.

- (B) Prior to the issuance of a grading Permit, a decommissioning and restoration plan (the Reclamation Plan) shall be submitted and approved by the Imperial County Planning and Development Services Director. The Reclamation Plan shall documents the procedures by which the Project site will be returned to its current conditions.
- (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, 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 Consumer Price Index (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-21 PUBLIC WORKS:

1. The Applicant shall acquire proper easements from adjacent property owners for the installation of any proposed transmission lines.
2. All survey monuments, including those within the interior of the project, shall be protected, and their locations shall remain accessible to any surveyor throughout the duration of the project. Section 8774 of the Business and Professions Code, and Section 846.5 of the Civil Code, each provide the right of entry to utilize boundary evidence and perform surveys, without undue delay, to any person authorized to practice land surveying. The right of entry is not contingent upon prior notice.
3. The Applicant 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 applicant shall implement the approved plan. Employment of the appropriate Best Management Practices (BMP's) shall be included (Per Imperial County Code of Ordinances, Chapter 12.10.020 B).

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4. Based from the information provided on the project documents, it is assumed that County roads will not be used for site access during or after construction activities have been completed. In the event that County roads are required for site access, the Applicant shall consult with this Department in advance for review and approval.

Access to sites shall be completed from public roads.

- 5. Any unimproved access roads/routes between public roads and access gates shall be improved for all-weather access. Such all-weather improvements shall be completed as recommended by a Geotechnical Engineer licensed to practice in the State of California.
- 6. Each site shall have, as a minimum, one (1) primary Class 2 Base aggregate material driveway and one (1) emergency access Class 2 Base aggregate material driveway, if they are tied to a County Road only.
- 7. Access to project sites during and after construction is expected to be completed through private unpaved roads or private property.

The Applicant shall mitigate generation of dust caused by construction traffic as per Rule 805 – Paved and Unpaved Roads of the Imperial County Air Pollution Control District.

- All solid and hazardous waste shall be disposed of in approved solid waste disposal sites in accordance with existing County, State and Federal regulations (Per Imperial County Code of Ordinances, Chapter 8.72).
- All on-site traffic areas shall be hard surfaced to provide all weather access for emergency vehicles. The surfacing shall meet the Department of Public Works and Fire/Office of Emergency Services (EOS) Standards as well as those of the Air Pollution Control District (APCD).
- The project may require a National Pollutant Discharge Elimination System (NPDES) permit and Notice of Intent (NOI) from the Regional Water Quality Control Board (RWQCB) prior to County approval of onsite grading plan (40 CFR 122.28).
- A Transportation Permit may be required from road agency(s) having jurisdiction over the haul route(s) for any hauls of heavy equipment and/or large vehicles which impose greater than legal loads on riding surfaces, including bridges. (Per Imperial County Code of Ordinances, Chapter 10.12 - OVERWEIGHT VEHICLES AND LOADS).
- Effective September 15, 2020, the State’s Mandatory Organic Waste Recycling Law (AB 1826 or Chapter 727, Statutes of 2014) decreased the threshold requiring all businesses and multi-dwelling facilitates of 5 units or

1 more generating two (2) cubic yards or more of solid waste per week to
2 recycle their organic waste including landscape waste, wood waste, and
3 food waste. Information about possible organics waste recycling services
4 can be found at the CalRecycle site at:
<https://www.calrecycle.ca.gov/Recycle/Commercial/Organics/>

5 **S-22 WASTE DISPOSAL**

- 6 (A) The Permittee shall insure that all solar plant facilities waste, liquid, gas
7 or solid, which are generated on-site shall be disposed of in compliance
8 with appropriate local, state, and federal regulations, in effect or as
9 subsequently duly-enacted. All solid waste debris and/or any
10 hazardous wastes located on the Project site must be satisfactorily
11 removed to a permitted facility prior to the commencement of grading
12 earthen material at the site.
- 13 (B) Littering shall not be allowed. Project personnel shall not deposit or
14 leave any food or waste in the Project area, and no biodegradable or
15 non-biodegradable debris shall remain in the right-of-way or on the
16 Project site following completion of construction.

17 **S-23 IID Condition requirements**

- 18 (A) The Project may impact IID drains with project site runoff flows draining
19 into IID drains. To mitigate impacts, IID may require a comprehensive
20 IID hydraulic drainage system analysis. IID's hydraulic drainage system
21 analysis includes an associated drain impact fee.
- 22 (B) An IID encroachment permit is necessary to utilize existing surface-
23 water drainpipe connections to drains and receive drainage service from
24 IID. Surface-water drainpipe connections are to be modified in
25 accordance with IID standards. A construction storm-water permit from
26 the California Regional Water Quality Control Board is required before
27 commencing construction and an industrial storm water permit from
28 CRWQCB is needed for the operation of the proposed facility. Copies of
29 these permits as well as the project's Storm Water Pollution Prevention
30 Plan are to be submitted to IID.

31 **S-24 FIRE PROTECTION:**

32 Energy storage facilities create extreme hazards for firefighters and emergency
33 responders with possibility of explosions, flammable gases, toxic fumes, water-
34 reactive materials, electrical shock, corrosives, chemical burns. The hazards
35 listed can create a potential significant impact on Imperial County Fire
36 Department due personnel staffing to safely perform firefighting operations and
37 Hazardous Material Response for a utility-scale energy storage facility. The
38 location of the project will lead to longer response times. These longer response
39 times can create incidents that can create difficulties in incident stabilization;

1 therefor requiring additional personnel to safety manage the incident. Utility-
2 scale energy storage will require specialized and reliable equipment to perform
3 firefighting operations safely and effectively to NFPA, OSHA and ICFD standards
4 and requirements.

Standards and requirements for energy storage system includes but not limited
to:

5 NFPA:

- 6 1 Fire Code
- 7 70 National Electrical Code
- 8 855 Standard for the installation of Energy Storage System
- 9 111 Stored Electrical Energy Emergency and Standby Power System
- 10 1710 Standard for Organization and Deployment of Fire Suppression
- 11 Operations, Emergency Medial Operations, and Special Operations to the
- 12 Public by Career Fire Departments.

13 OSHA:

- 14 29 CFR 1910.134(g)(4)

15 CFC:

- 16 Chapter 12 section 1206 Electrical Energy Storage System
- 17 Chapter 9 Fire Protection and Life Safety System.

- 18 1) Vega Solar Energy and Storage Project reviews for plans and inspections
19 will be done by a third-party consultant determined by the Fire Department
20 at the applicant's expense as per California Fire Code Chapter 1 [A]
21 104.7.2 Technical Assistance. This will be at the discretion of the Fire
22 Department.
- 23 2) Project will provide adequate Fire water. Fire Department will determine
24 number of gallons to be placed strategically once site plan is reviewed.
- 25 3) Signage that identifies the contents of an ESS is required on all ESS
26 installations to alert first responders to the potential hazards associated
27 with the installation.
- 28 4) An approved water supply capable of supplying the required fire flow
determined by appendix B in the California Fire Code shall be installed
and maintained. Private fire service mains and appurtenance shall be
installed in accordance with NFPA 24.
- 29 5) An approved automatic fire suppression and detection system shall be
installed on all structures as per the California Fire Code. All fire
suppression systems will be installed and maintained to the current
adapted fire code and regulations.

- 1 6) Fire department access roads and gates will be in accordance with the
2 current adapted fire code and the facility will maintain a Knox Box for
3 access on site.
- 4 7) Compliance with all required sections of the fire code.
- 5 8) Applicant shall provide product containment areas(s) for both product and
6 water run-off in case of fire applications and retained for removal.
- 7 9) All hazardous material and wastes shall be handled, store, and disposed
8 as per the approved Hazardous Waste Materials Plan. All spills shall be
9 documented and reported to Imperial County Fire Department and CUPA
10 as required by the Hazardous Waste Material Plan.

11 **S-25 COUNTY EXECUTIVE OFFICE:**

- 12 1. Fiscal and Economic Impact Analysis. The Permittee will be invoiced by the
13 Executive Office for expenses related to the procurement of a consultant to
14 produce a Fiscal and Economic Impact Analysis (FEIA) and will be responsible
15 for the cost of any subsequent updates as a result of modifications to the data
16 and project by the developer.
- 17 2. Public Service Agreement (“Agreement” or “PSA”). Pursuant to the Guidelines
18 for the Public Service Program for Solar Power Plants in Imperial County
19 amended and adopted by the Board of Supervisors on May 9, 2023, PSA will
20 be entered into by and between the County of Imperial and Developer to
21 provide for a concerted and coordinated effort to maximize the benefits of the
22 Project to the County of Imperial community.

23 **Sales Tax Benefit Solar Farm:**

- 24 (a) Developer will require that all qualifying contractors and subcontractors
25 exercise their option to obtain a California Department of Tax and Fee
26 Administration (CDTFA) sub-permit for the jobsite and allocate all eligible
27 use tax payments to Imperial County and LTA. Prior to commencement of
28 any construction activity on-site the developer will require that the
29 contractor or subcontractor provide County of Imperial with either a copy of
30 their CDTFA account number and sub-permit.
- (b) To accomplish this, Permittee shall either cause its 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
CDTFA 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. Not 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 COD (as
defined below),

- 1 (c) Developer shall report, or cause its general contractor to report to County,
2 the total amount of sales and use taxes related to the Project that are
3 allocated to the County, and reported on Developer's, general contractor's,
4 and subcontractors' applicable California sales and use tax returns. The
5 obligations of Developer under this Section III.A are hereinafter referred to
6 as the "Developer Sales and Use Tax Responsibilities."
- 7 (d) Guarantee Amounts. In the event that Developer shall fail to perform the
8 Developer Sales and Use Tax Responsibilities and as a result of such
9 failure, with respect to the Project, (i) County receives less than the amount
10 of such sales and use taxes it would have received under existing
11 applicable sales and use tax laws had such responsibilities been fully
12 performed subject to adjustment as set forth in Section IV.C below) or (ii)
13 Local Transportation Authority (LTA) receives less than the amount of such
14 sales and use taxes it would have received under existing applicable sales
15 and use tax laws had such responsibilities been fully-performed, then
16 Developer shall pay, as and when provided below, to County or LTA as
17 applicable, the amount of the applicable shortfall.
- 18 (e) Adjustments to Guarantee Amounts.
- 19 (f) Developer's sales tax guarantee set out in Section III.B above shall be
20 adjusted to be eighty-five percent (85%) of the projected sales and use
21 taxes for the Project. At least ten (10) days prior to the issuance of the first
22 (1st) grading permit, Developer shall provide County with evidence of such
23 projected sales and use taxes, including but not limited to sales taxes
24 receipts, engineering contracts, procurement contracts, construction
25 contracts. County shall meet with Developer to confirm that amount.
- 26 (g) The amount of sales and use tax anticipated to be generated is based on the
27 projected construction of a **fifty (50 Mw) megawatt** alternating current 50
28 solar generation facility. Construction of any additional output capacity
beyond the 50 MW output now projected will require the sales tax
guarantee be adjusted based on the actual output from solar generation
facilities of the Project as evidenced by any Power Purchase Agreement
subsequently entered into by Developer related to this Project.
- (h) To the extent of any reduction in the size of the Project as the result of any
final ruling, stipulated judgment, or settlement, in accordance with Section
V.C below, the not-to-exceed amounts set forth in Section III.B shall be
reduced pro rata based on the size of such reduction.
- (i) The complete amount due to County for the Project must be received within
one (1) year after Commercial Operation Date ("COD") for this Project. If,
within one (1) year after issuance of the final Certificate of Occupancy, the
sales and use taxes received by the County are less than the amount
guaranteed for that portion of the project, Developer shall pay the difference
to the County.
- (j) Payments to County and LTA as a result of a shortfall shall be due within
thirty days of Developer's receipt of written notice of shortfall from the
County. Payments received by County after the ninetieth (90th) day
following Developer's receipt of notice shall be deemed late. 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 due
date. Said interest shall be included with the late payment. The obligation

1 to pay interest shall be stayed when such amounts are disputed in good
2 faith, so long as Developer submits the payments "under written protest."
3 Upon determination of dispute, such interest may be assessed if it is
4 determined that the dispute was not made in good faith.

(k) In the event that Developer repowers or replaces the equipment onsite, each
5 Site shall be designated as the "Point of Sale" so as to create an additional
6 local tax-funding source for the County of Imperial.

7 **Battery Storage Sales Tax Benefit**

- 8 **1.1.1.** To the extent permitted by applicable local, state, and Federal law,
9 Developer will require that all qualifying contractors and subcontractors
10 exercise their option to obtain a California Department of Tax and Fee
11 Administration ("CDTFA") sub-permit for the jobsite and allocate all eligible
12 sales and use tax payments to County and the Local Transit Authority
13 ("LTA").
- 14 **1.1.2.** Prior to commencement of any construction activity onsite exclusive of
15 grading. Developer shall require that the contractor or subcontractor
16 provide County with a copy of their CDTFA account number and sub-
17 permit. Developer shall either cause its construction contractor to treat the
18 Project in accordance with California Sales and Use Tax Regulation
19 1521(b)(2)(B), California Sales and Use Tax Regulation 1521(c)(13)(B),
20 and California Sales and Use Tax Regulation 1826(b) for sales and use
21 tax purposes, or form a "Buying Company," as defined in the California
22 Sales and Use Tax Regulation 1699(h). Developer may adopt an
23 alternate methodology to accomplish this goal if such methodology is
24 approved by the County's Executive Officer prior to issuance of any
25 building permit.
- 26 **1.1.3.** No later than forty-five (45) days after the due date for filing sales and use
27 tax returns for each calendar quarter, occurring after the commencement
28 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.
- 1.1.4.** *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 total storage capacity of the Project in megawatts, which is
projected to be **one hundred megawatts (100 Mws)** 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.

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- (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.
- 1.1.5.** 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.
- 1.1.6. *Adjustments to Guarantee Amounts.***
- (a) The amount of sales and use tax anticipated to be generated is based on the projected construction of a **100 MW utility-scale** energy storage complex incorporating lithium ion batteries and/or flow battery technologies throughout the Project site. Construction of any additional storage capacity beyond the **100 MW storage** capacity now projected will require the sales/use tax guarantee amounts to be adjusted based on the actual storage facilities of the Project as evidenced by any power purchase agreement or power storage agreement subsequently entered into by Developer related to this Project.
 - (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

1 revising the sales/use tax guarantee amount. If the Parties are unable to
2 agree upon a revised guarantee amount, then the dispute shall be referred
3 to an independent accountant mutually acceptable to both Parties. The
4 costs for such nonbinding mediation shall be borne by Developer. Failure
5 of the Developer to inform the County of the change in circumstances
6 shall constitute a waiver of Developer's ability to seek any adjustment to
7 the sales/use tax guarantee based on such change in circumstances.

8 **1.1.7.** The complete sales/use tax guarantee amount due to County and LTA for
9 the Project must be received within one (1) year after COD for this Project,
10 or such later date as any applicable sales/use tax is due or is transmitted
11 from the CDTFA, unless it is delayed due to causes beyond Developer's
12 control or for which Developer is not responsible. If, within one (1) year
13 after issuance of the final certificate of occupancy, or such later date as
14 any applicable sales/use tax is due or is transmitted from the CDTFA, the
15 sales/use taxes received by the County are less than the sales use tax
16 guarantee amounts mandated under Subparagraph 9.2.4, then Developer
17 shall pay the difference to the County.

18 **1.1.8.** Payments to County and LTA as a result of a shortfall shall be due within
19 thirty days of Developer's receipt of written notice of shortfall from the
20 County. Payments received by County after the ninetieth (90th) day
21 following Developer's receipt of notice shall be deemed late. Developer
22 hereby agrees to pay interest at the rate of six percent (6%) per annum of
23 the payment due for any payment received by County beyond the due
24 date. Said interest shall be included with the late payment. The obligation
25 to pay interest shall be stayed when such amounts are disputed in good
26 faith, so long as Developer submits the payments "under written protest."
27 Upon determination of dispute, such interest may be assessed if it is
28 determined that the dispute was not made in good faith.

29 **In the event that Developer repowers or replaces the equipment onsite,
30 each Site shall be designated as the "Point of Sale" so as to create an
31 additional local tax-funding source for the County of Imperial.**

32 **S-26 Additional Conditions**

- 33 1. Because oversize vehicles may utilize this facility (i.e., SR 111), as a condition
34 of the Conditional Use Permit, the project applicant will be required to obtain all
35 applicable Caltrans permits required for construction of the project, including
36 special transportation permits (if applicable) for oversize construction vehicles.
- 37 2. As a condition of the Conditional Use Permit, the applicant will be required to
38 prepare and submit for approval a traffic management plan to Caltrans as
39 specified in this comment.
- 40 3. As currently proposed, the project would not require an encroachment permit as
no work or improvements are proposed within Caltrans right-of-way. However,

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as a condition of the Conditional Use Permit, the applicant will be required to obtain necessary permits from Caltrans. This includes encroachment permits if applicable.

- 4. **Coachella Valley Water District** – Review for requirements on elevated concrete foundations and appropriate spacing shall be evaluated, including with respect to existing training dikes and addressed as part of the final site plan engineering design.
- 5. **Bureau of Reclamation.** modifications to training dikes will require appropriate authorization from Bureau of Reclamation.
- 6. Condition of approval that the County and Developer will coordinate with the U.S. Marine Corps to notify them of the project development and to determine any potential impacts to their operations, if any.

S-27 ACCEPTANCE:


Acceptance of this permit shall be deemed to constitute agreement by Permittee with all terms and conditions herein contained.

The rest of this page is intentionally left blank.

1
2 **NOW THEREFORE**, County hereby issues the Conditional Use Permit #20-0021,
3 and Permittee hereby accepts such permit upon the terms and conditions set forth herein.

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

6
7
8 **PERMITTEE:**

9
10 
11 _____
12 Apex Energy Solutions, LLC

11/22/2023

Date

13
14 **COUNTY OF IMPERIAL**, a political subdivision of the STATE OF CALIFORNIA

15
16 
17 _____
18 James A. Minnick, Director
19 Planning & Development Services
20 Department

11/4/24

Date

1 **PERMITTEE NOTARIZATION**

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

4 STATE OF CALIFORNIA

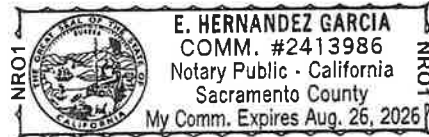
5 COUNTY OF Sacramento } S.S.

6
7 On November 22nd, 2023 before me, Edgar Hernandez Garcia a Notary
8 Public in and for said County and State, personally appeared
9 Ziad Alaywan, who proved to on the basis of
10 satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument
11 and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized
12 capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity
13 upon behalf of which the person(s) acted, executed the instrument.

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

16 WITNESS my hand and official seal

17 Signature _____



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

20 Title or Type of Document Conditional Use Permit

21 Number of Pages 33 Date of Document 11/22/2023

22 Signer(s) Other Than Named Above None

23 Dated 11/22/2023

1
2 **COUNTY NOTARIZATION**

3 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.

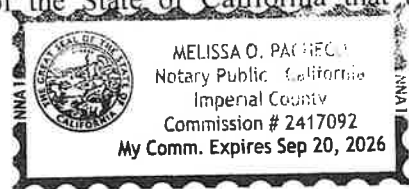
4 STATE OF CALIFORNIA
5 COUNTY OF IMPERIAL } S.S.

6 On Jan 4, 2024 before me, Melissa O. Pacheco a Notary
7 Public in and for said County and State, personally appeared
8 James A. Minnick, who proved to me on the basis of
9 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.

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

12 WITNESS my hand and official seal

13 Signature [Handwritten Signature]



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

16 Title or Type of Document Agreement for CUP #20-0023
17 Number of Pages 33 Date of Document Jan 4, 2024
18 Signer(s) Other Than Named Above Ziad Alaywan

19 S:\AllUsers\APN\025 010 006\CUP20-0022\PC FOLDER\CUP 20-0022\CUP W CONDITIONS OF APPROVAL\CUP20-0020 Vega SES 3.doc