

**LAS VIRGENES - TRIUNFO  
JOINT POWERS AUTHORITY  
AGENDA**

899 Kanan Road, Oak Park, CA 91377

Members of the public wishing to address the Las Virgenes-Triunfo Joint Powers Authority (JPA) Board of Directors are advised that a statement of Public Comment Protocols is available from the Clerk of the Board. Prior to speaking, each speaker is asked to review these protocols, complete a speakers' card, and hand it to the Clerk of the Board. Speakers will be recognized in the order the cards are received.

The Public Comments agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may also present comments on matters on the agenda; speakers for agenda items will be recognized at the time the item is called up for discussion.

Materials prepared by the JPA in connection with the subject matter on the agenda are available for public inspection at 4232 Las Virgenes Road, Calabasas, CA 91302. Materials prepared by the JPA and distributed to the Board during this meeting are available for public inspection at the meeting or as soon thereafter as possible. Materials presented to the Board by the public will be maintained as part of the records of these proceedings and are available upon request to the Clerk of the Board.

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5:00 PM

September 3, 2019

**PLEDGE OF ALLEGIANCE**

**1 CALL TO ORDER AND ROLL CALL**

**2 APPROVAL OF AGENDA**

**3 PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

**4 CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered to be routine, non-controversial and normally approved with one motion. If discussion is requested by a member of the Board on any Consent Calendar item, or if a member of the public wishes to comment on

an item, that item will be removed from the Consent Calendar for separate action.

**A Minutes: Regular Meeting of August 5, 2019 (Pg. 4)**

Approve.

**5 ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

**A Pure Water Project Las Virgenes-Triunfo: Update**

**6 ACTION ITEMS**

**A Tapia Water Reclamation Facility Mercury Spill Remediation: Emergency Declaration (Pg. 10)**

Pass, approve and adopt proposed Resolution No. 10, declaring an emergency due to a mercury spill at the Tapia Water Reclamation Facility; approve an additional appropriation, in the amount of \$100,000, for the Tapia Process Air Improvements Project for expenses related to the spill remediation; and ratify approval of a purchase order by the Administering Agent/General Manager to Patriot Environmental Services for the work.

**RESOLUTION NO. 10**

**A RESOLUTION OF THE GOVERNING BOARD OF THE LAS VIRGENES-TRIUNFO JOINT POWERS AUTHORITY FINDING THAT AN EMERGENCY WILL NOT PERMIT A DELAY RESULTING FROM COMPETITIVE SOLICITATION FOR THE PROPER REMOVAL AND DISPOSAL OF MERCURY AT THE TAPIA WATER RECLAMATION FACILITY**

(Reference is hereby made to Resolution No. 10 on file in the Joint Powers Authority's Resolution book and this reference the same is incorporated herein.)

**B Tapia Headworks Floor Rehabilitation Project: CEQA Determination and Call for Bids (Pg. 18)**

Find that the work is exempt from the provisions of California Environmental Quality Act and authorize the issuance of a Call for Bids for the Tapia Headworks Floor Rehabilitation Project.

**C Digester No. 2 Rehabilitation Project: CEQA Determination, Approval of Design Scope Change and Call for Bids (Pg. 23)**

Find that the work is exempt from the California Environmental Quality Act; authorize the Administering Agent/General Manager to execute Design Scope Change No. 2, in the amount of \$20,790, to Pacific Advanced Civil Engineering, Inc.; and authorize the issuance of a Call for Bids for the Digester No. 2 Rehabilitation Project.

**D Rancho Solar Generation Project Phase 2 Project: Amendment of Power Purchase, Cost Reimbursement and License Agreements (Pg. 38)**

Authorize the Administering Agent/General Manager to execute proposed amendments to the Power Purchase, Cost Reimbursement and License Agreements with Borrego Solar, doing business as Las Virgenes Solar, LLC, to address high-than-anticipated costs for construction of the Rancho Solar Generation Project Phase 2 Project.

7 **BOARD COMMENTS**

8 **ADMINISTERING AGENT/GENERAL MANAGER REPORT**

9 **FUTURE AGENDA ITEMS**

10 **INFORMATION ITEMS**

A **State and Federal Legislative Update (Pg. 93)**

11 **PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

12 **CLOSED SESSION**

13 **ADJOURNMENT**

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Executive Assistant/Clerk of the Board in advance of the meeting to ensure availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

**LAS VIRGENES – TRIUNFO  
JOINT POWERS AUTHORITY  
MINUTES  
REGULAR MEETING**

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5:00 PM

August 5, 2019

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was led by Leon Shapiro.

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at **5:00 p.m.** by Chair Orkney in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road in Calabasas, California. Josie Guzman, Clerk of the Board, conducted the roll call.

Present: Directors Lewitt, Lo-Hill, Orkney, Pan, Polan, Renger, Shapiro, Tjulander, and Wall.

Absent: Director Caspary

**2. APPROVAL OF AGENDA**

Director Wall moved to approve the agenda. Motion seconded by Director Polan. Motion carried by the following vote:

AYES: Lewitt, Lo-Hill, Orkney, Pan, Polan, Renger, Shapiro, Tjulander, Wall

NOES: None

ABSTAIN: None

ABSENT: Caspary

**3. PUBLIC COMMENTS**

None.

**4. CONSENT CALENDAR****A Minutes: Regular Meeting of July 1, 2019**

Director Polan moved to approve the Consent Calendar. Motion seconded by Director Lo-Hill.

Director Polan referred to the discussion in the minutes regarding potentially unanticipated tariff costs for the Pure Water Demonstration Project and inquired whether staff had explored whether the project might be subject to additional tariffs. Keith Lemieux, Authority Counsel, advised that discussion regarding tariffs should be discussed when the subject is brought up on the agenda.

Motion carried by the following vote:

AYES: Lewitt, Lo-Hill, Orkney, Pan, Renger, Shapiro, Tjulander, Wall

NOES: None

ABSTAIN: Polan

ABSENT: Caspary

## **5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

### **A Pure Water Project Las Virgenes-Triunfo: Update**

Administering Agent/General Manager David Pedersen reported that staff explored whether the Pure Water Demonstration Project might be subject to additional costs due to unanticipated tariffs and found that the project was not expected to be impacted by tariffs. He noted that the construction kick-off meeting would be held next week. He also noted that staff viewed a pre-production version of the orientation video. He stated that a handout was provided to the Board containing the Pure Water Demonstration Project budget, including project summary, grant awards, awarded contracts, current appropriation, remaining appropriation, and future project costs.

### **B Federal Legislative Briefing by Ana Schwab, Best Best & Krieger LLP**

Ana Schwab, lobbyist representing Best Best & Krieger LLP, provided a federal legislative briefing, which included updates regarding the federal budget and appropriations, legislation related to per- and polyfluoroalkyl substances (PFAS), H.R. 1764 that would extend the NPDES permit period from five years to ten years, and an amendment to H.R. 1497 that would allow agencies that have received Title XVI funds to be eligible to apply for the U.S. EPA Alternative Water Source Program.

## **6. ACTION ITEMS**

### **A State and Federal Legislative and Regulatory Advocacy: Contract Renewal**

**Authorize the Administering Agent/General Manager to execute a one-year renewal of the professional services agreement with Best Best & Krieger LLP, in the amount of \$155,000, for state and federal legislative and regulatory advocacy services.**

Administering Agent/General Manager David Pedersen presented the report.

Director Tjulander moved to approve Item 6A. Motion seconded by Director Renger.

Administering Agent/General Manager David Pedersen responded to questions regarding Best Best and Krieger LLP's fees for state lobbying efforts and their assistance in pursuing grant funding.

Motion carried by the following vote:

AYES: Lewitt, Lo-Hill, Orkney, Pan, Polan, Renger, Shapiro, Tjulander, Wall  
NOES: None  
ABSTAIN: None  
ABSENT: Caspary

**B Pure Water Demonstration Garden: CEQA Determination and Call for Bids**

**Find that the work is categorically exempt from the California Environmental Quality Act and authorize the issuance of a Call for Bids for the Pure Water Demonstration Garden.**

Administering Agent/General Manager David Pedersen presented the report.

Director Polan moved to approve Item 6B. Motion seconded by Director Renger.

Administering Agent/General Manager David Pedersen responded to questions regarding the proposed construction schedule, conducting outreach to landscape contractors in order to receive as many bids as possible, and the structured bidding document with optional, alternative items to the scope of work.

Motion carried by the following vote:

AYES: Lewitt, Lo-Hill, Orkney, Pan, Polan, Renger, Shapiro, Tjulander, Wall  
NOES: None  
ABSTAIN: None  
ABSENT: Caspary

**C Las Virgenes-Triunfo Pure Water Project: Award of Regional Brine Management Study and Authorization to Execute Multi-Agency Cooperative Funding Agreement**

**Accept the proposal from Woodward & Curran; and authorize the Administering Agent/General Manager to execute a professional services agreement, in the amount of \$210,945, and a multi-agency cooperative**

**funding agreement with the City of Thousand Oaks, Camrosa Water District and Calleguas Municipal Water District to reimburse the JPA, in the aggregate amount of \$142,946, for the regional brine management study.**

John Zhao, Interim Director of Facilities and Operations, presented the report.

Director Lo-Hill moved to approve Item 6C. Motion seconded by Director Lewitt.

Mr. Zhao responded to several questions regarding the proposed study for regional brine management options.

Motion carried by the following vote:

AYES: Lewitt, Lo-Hill, Orkney, Pan, Polan, Renger, Shapiro, Tjulander, Wall

NOES: None

ABSTAIN: None

ABSENT: Caspary

## **7. BOARD COMMENTS**

Chair Orkney noted that she would be attending the California Association of Sanitation Agencies (CASA) conference later in the month, and she inquired whether any other Board members would be attending. Directors Lewitt, Lo-Hill, and Polan responded that they would also be attending the conference.

Director Polan encouraged the use of native plants for the Pure Water Demonstration Garden Project.

Director Pan noted that new building codes were adopted in the Bay Area related to graywater systems.

Director Lo-Hill reported that she and Director Shapiro attended the California Special Districts Leadership Academy last month, which included sessions regarding human resources, public relations, finance, etc. Director Shapiro stated that he was surprised to learn that independent audits are conducted to ensure compliance with accounting standards and principles as opposed to looking for fraudulent activities.

## **8. ADMINISTERING AGENT/GENERAL MANAGER REPORT**

Administering Agent/General Manager David Pedersen reported that the Tapia Process Air Improvements Project was 75 percent complete. He also reported that an incident occurred at the Tapia Water Reclamation Facility where a small amount of mercury spilled from a broken flow meter. He noted that staff contacted the Los Angeles County Fire Department, who referred staff to Patriot Environmental for hazardous materials clean-up. He noted that no workers or employees were

harmed by the spilled mercury. He also noted that several years ago staff removed all equipment that contained mercury; however, some flow meters containing mercury remained. He stated that staff would ensure that all facilities have no other mercury-based equipment. He also reported that the Hilton Foundation donated the use of goats for weed abatement and brush clearing from the JPA's Agoura Road property. He reported that Tony Goff was appointed as the new General Manager for Calleguas Municipal Water District. He reported that the Malibu Creek discharge flow was 2.5 cubic feet per second; therefore, no augmentation was needed at this time. He also reported that a tour of JPA facilities was provided to Las Virgenes Unified School District staff. Lastly, he noted that the next JPA Board meeting would be held on Tuesday, September 3rd, at 5:00 p.m., at the Oak Park Library.

**9. FUTURE AGENDA ITEMS**

None.

**10. INFORMATION ITEMS**

**A State Legislative Update**

**11. PUBLIC COMMENTS**

None.

**12. CLOSED SESSION**

None.

**13. ADJOURNMENT**

Seeing no further business to come before the Board, the meeting was duly adjourned at **6:09 p.m.**



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Janna Orkney, Chair

ATTEST:

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Jay Lewitt, Vice Chair

September 3, 2019 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

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**Subject : Tapia Water Reclamation Facility Mercury Spill Remediation: Emergency Declaration**

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**SUMMARY:**

On August 2, 2019, workers at the Tapia Water Reclamation Facility discovered a small, quarter-sized spill of mercury on a walkway adjacent to Aeration Basins Nos. 5 and 6 where construction of the Tapia Process Air Improvements Project was underway. Hazardous materials response teams were notified, appropriate safety measures were employed and staff hired an environmental services/remediation company to clean up the affected area. The Hazardous Waste Unit of the Los Angeles County Fire Department assisted with the response and cleared the area, with the exception of a roll-off waste bin, on August 5, 2019. Since the cost of remediation exceeds the General Manager's approval authority of \$25,000 and the threshold for competitive bidding, an emergency resolution is recommended to approve the remediation work that was required without delay.

**RECOMMENDATION(S):**

Pass, approve and adopt proposed Resolution No. 10, declaring an emergency due to a mercury spill at the Tapia Water Reclamation Facility; approve an additional appropriation, in the amount of \$100,000, for the Tapia Process Air Improvements Project for expenses related to the spill remediation; and ratify approval of a purchase order by the Administering Agent/General Manager to Patriot Environmental Services for the work.

**RESOLUTION NO. 10**

**A RESOLUTION OF THE GOVERNING BOARD OF THE LAS VIRGENES-TRIUNFO JOINT POWERS AUTHORITY FINDING THAT AN EMERGENCY WILL NOT PERMIT A DELAY RESULTING FROM COMPETITIVE SOLICITATION FOR THE PROPER REMOVAL AND DISPOSAL OF MERCURY AT THE TAPIA WATER RECLAMATION FACILITY**

(Reference is hereby made to Resolution No. 10 on file in the Joint Powers Authority's Resolution book and this reference the same is incorporated herein.)

**FISCAL IMPACT:**

Yes

## **ITEM BUDGETED:**

No

## **FINANCIAL IMPACT:**

The total cost of the work is not expected to exceed \$100,000. An additional appropriation, in the amount of \$100,000, is required because the remediation work was not anticipated for construction of the Tapia Process Air Improvements Project. The cost of the work will be allocated 70.6% to LVMWD and 29.4% to Triunfo Water and Sanitation District.

## **DISCUSSION:**

On August 2, 2019, the contractor for the Tapia Process Air Improvements Project discovered mercury on the walkway and pipe gallery between Aeration Basins Nos. 5 and 6 where installation of new air diffusers was underway. The contractor called in its safety team and confirmed that the identified substance was mercury, which is hazardous.

Once JPA staff at Tapia were informed of the mercury, they followed protocol and contacted the Los Angeles County Fire Department who dispatched its Hazardous Materials Response Team. Upon inspection, the Fire Department issued the attached Notice of Violation and Order to Comply on August 2, 2019. Also, the Fire Department tested the clothes, shoes and vehicles of both the contractor's and JPA's staff for the presence of mercury. Several people had their clothes, tools and/or shoes quarantined as a result of mercury detections.

The Fire Department directed the JPA to immediately engage a third party contractor to remove and remediate the mercury spill. Patriot Environmental Services was retained to immediately remove all mercury from the walkway and pipe gallery between Aeration Basins Nos. 5 and 6 and to perform an inspection of additional areas for potential mercury contamination. Mercury was detected in one of the construction waste roll-off bins. Rather than dispose the entire bin as hazardous waste, which would be very costly, staff worked with Fire Department staff to allow the mercury to vaporize and dissipate in the summer heat. The entire process was monitored by Fire Department. As of August 16, 2019, the construction waste bin had no detection of mercury vapor contamination and was certified by the Fire Department to be regular construction waste.

The mercury is believed to have come from an old flow measuring device that was removed from service many years ago. Mercury was commonly used in flow measuring devices to indicate differential pressure that is used to determine the flowrate. Even though the flow measuring device was removed from service years ago, it is suspected that some of the mercury leaked from it into the piping which was exposed during construction. Given the incident, staff is currently performing a comprehensive inventory of all remaining mercury devices, if any, and plans to replace them with non-mercury models.

Given the need for an immediate response without delay, approval of an emergency declaration is recommended. The total estimated cost of the mercury remediation work at Tapia is \$80,000 to \$95,000. The vendor, Patriot Environmental Services, was retained under the Administering Agent/General Manager's emergency authority using pre-negotiated rates for an existing contract between Patriot and the Port of Los Angeles. The total cost of the work by Patriot is pending invoice upon final disposal of the contaminated

clothes, tools and shoes from the incident.

In addition, the JPA received a claim from the contractor for the Tapia Process Air Improvements Project for expenses related to the incident. Staff is currently reviewing the details of the claim and anticipates settlement under the authority of the Administering Agent/General Manager in exchange for a release of all liability for the incident. The recommended appropriation is expected to be sufficient to settle the claim.

Prepared by: Brett Dingman, Water Reclamation Manager; and Doug Anders, Administrative Services Coordinator

**ATTACHMENTS:**

Fire Department Notice of Violation and Order to Comply  
Proposed Resolution No. 10

MANAGEMENT INCIDENT INVESTIGATION REPORT

The purpose of the report is to help prevent similar incidents from recurring. Make this report as accurate and thorough as possible and attach any supporting documentation. Remember, always follow-up with the appropriate corrective action(s). Staff from Human Resource is always available to meet with you if you have any questions.

Describe incident:

One of the electrical contractors found mercury on the Deck and the pipe gallery @ BNR basin #6

Date incident occurred: Aug 2nd 2019 Time: 1:30 AM/PM

Where did incident occur? At BNR basin #6

Was anyone injured: Yes No

If you answered yes, then please complete:

Name of injured person(s):

Describe injury:

Injury required more than first aid treatment: Yes No For Contractor

Did injured party receive medical care? Yes No Blood test Date of care: unkn.

If yes, were workers' compensation form(s) completed and returned to Human Resource: Yes No

Witness : (If there were witnesses, please attach a report with their description of the occurrence)

How did the incident occur? (What was the employee doing?) The electrical contractor was not an employee He was pulling wire through the conduit pipe when he noticed the jiggly metal in the channel.

What unsafe act(s) contributed to the incident? No unsafe act(s) were noted.

What unsafe conditions(s) contributed to the incident? There were no unsafe conditions, other than jiggly metal, mercury.

(over)

Is the employee at fault? Yes  No  not an employee

Was the cost to repair damage over \$100.00?  Yes  No If yes, what was the amount? \_\_\_\_\_

What do you recommend be done to prevent this type of incident from recurring?

I recommend to have all mercury switches and  
gauges removed from the plant.

Corrective action(s) taken and date:

Hazardous materials clean up team called  
out to remove the mercury

Investigation conducted by: Wayne C. [Signature]  
(Supervisor)

Date: 2 Aug 2019

Report reviewed by: [Signature]  
(Division Manager)

Date: 8/12/19

# Notice of Violation and Order to Comply

COUNTY OF LOS ANGELES • FIRE DEPARTMENT  
Health Hazardous Materials Division



Owner: Las Virgines Municipal Water District	Date: 08/02/19
Business: / / / / /	Refer Reply To: HEALTH HAZARDOUS MATERIALS DIVISION Emergency Response 5825 Rickenbacker Rd. Commerce CA 90040 (323) 880-4317
Address: 731 N. Malibu Cyn Rd.	
City, ZIP Code: CALABASAS CA 91302-1994	

Violations: The conditions or practices detailed below represent a violation of the referenced section of Title 22, California Code of Regulations (22 CCR, Div 4.5, Ch 10, Sec 66260.1 et seq), and/or Health & Safety Code Chapter 6.5 (H&S, Div 20, Ch 6.5, Sec 25100 et seq) for which there are civil and criminal penalties. Time granted for correction of violations does not preclude any enforcement action by this Department or other agencies. You are directed to correct the violations within the times specified. Failure to do so will be considered an additional violation.

\* Remove, CONTAINERIZE AND LEGALLY DISPOSE OF ALL ELEMENTAL MERCURY BEADS/CONTAMINATION OBSERVED AT PIPE GALLERY BNR BASIN 6 AND SURROUNDING AREA. ALL ELEMENTAL MERCURY COLLECTED MUST BE MANAGED AS A HAZARDOUS WASTE.

\* All equipment, clothing, P.P.E, boots must be tested for mercury contamination prior to disposal as ~~contaminated~~ mercury contaminated debris. ALL mercury contaminated debris must be managed as a hazardous waste.

\* All Employees, including sub-contractors, must have their work uniform, clothing, boots etc. tested for possible mercury contamination. Any employees/contractors must bag outer wear in poly bags for mercury testing.

\* Any employees leaving the job site in outer wear must have their vehicles tested to ensure no cross contamination of mercury into vehicles/residential areas etc.

\* MERCURY CAN BE TRACED INTO VEHICLES, BUILDINGS, & HOMES AFFECTING FAMILY LIVING AREAS.

Contact this Department (213) 219-3544 or (213) 200-0908 prior to beginning environmental clean-up & final inspections.

\* Compliance achieved on 08/05/19 with all directives  
Gerhard Troppel HHS II

Authorized rep: WAYNE WIMIC	Title: Chief Water Reclamation Plant Oper	Page 1 of 1
Auth rep signature: <i>[Signature]</i>	Inspected by: GERHARD TROPPEL	LACoFD HCMD • NV3 • v2.6 • 6/93

**RESOLUTION NO. 10**

**A RESOLUTION OF THE GOVERINING BOARD OF THE  
LAS VIRGENES-TRIUNFO JOINT POWERS AUTHORITY FINDING THAT AN  
EMERGENCY WILL NOT PERMIT A DELAY RESULTING FROM A COMPETITIVE  
SOLICITATION FOR THE PROPER REMOVAL AND DISPOSAL OF MERCURY AT THE  
TAPIA WATER RECLAMATION FACILITY**

WHEREAS, at approximately 1:30 p.m. on August 2, 2019, staff was informed by Cushman Construction of the presence of mercury on the walkway and pipe gallery between aeration basins 5 and 6 at the Tapia Water Reclamation Facility;

WHEREAS, staff responded immediately to the incident and notified Los Angeles County Fire Department Hazardous Materials Response Team;

WHEREAS, the area of the mercury contamination was isolated to prevent contact;

WHEREAS, after being directed by the Los Angeles County Fire Department to immediately engage a third party contractor to perform cleanup of the mercury spill, staff retained Patriot Environmental to perform this work;

WHEREAS, a competitive bidding process is normally required for construction projects involving an amount of \$35,000 or more pursuant to California Public Contract Code §20642;

WHEREAS, one exception to the requirement to give notice for bids to let such contracts is in the case of emergency;

WHEREAS, "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (California Public Contract Code §1102);

WHEREAS, in an emergency, the JPA may, pursuant to California Public Contract Code §22050, repair or replace a public facility, take any directly related and immediate action required, and procure the necessary equipment, services, and supplies for those purposes without engaging in the competitive bidding process; and

WHEREAS, staff recommends an emergency declaration to perform mercury mitigation at the Tapia Water Reclamation Facility.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERINING BOARD OF THE  
LAS VIRGENES-TRIUNFO JOINT POWERS AUTHORITY AS FOLLOWS:**

1. Substantial evidence supports a finding that the above-described circumstances constitute an emergency that will not permit a delay resulting from a competitive solicitation for bids and the above-described actions are necessary to respond to this emergency.
2. The Board authorizes the Administering Agent/General Manager to proceed with the above-described actions in response to this emergency.



3. The Board shall review these emergency actions at the next Board meeting and, if those actions continue, shall terminate those actions at the earliest possible date that conditions warrant so that the remainder of the emergency actions may be completed by giving notice for bids to let contracts should sufficient time then exist to secure the necessary services.

**PASSED, APPROVED, AND ADOPTED** this 3rd day of September, 2019.

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Janna Orkney, Chair

ATTEST:

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Jay Lewitt, Vice Chair

APPROVED AS TO FORM:

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Legal Counsel

September 3, 2019 JPA Board Meeting

TO: JPA Board of Directors

FROM: Engineering and External Affairs

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**Subject : Tapia Headworks Floor Rehabilitation Project: CEQA Determination and Call for Bids**

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**SUMMARY:**

On November 7, 2018, staff circulated a request for proposals for the design of the Tapia Headworks Floor Rehabilitation Project and, subsequently, the Administering Agent/General Manager executed a professional services agreement with Pacific Advanced Civil Engineering, Inc. (PACE), in the amount of \$25,900, for the preparation of plans and specifications and engineering services during construction. The design and environmental review is now complete, and the project is ready to be advertised for construction bids.

**RECOMMENDATION(S):**

Find that the work is exempt from the provisions of California Environmental Quality Act and authorize the issuance of a Call for Bids for the Tapia Headworks Floor Rehabilitation Project.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

There is no financial impact associated with a call for bids. The adopted Fiscal Year 2019-20 JPA Budget included \$55,000 for CIP No. 10667, which was sufficient funding for the design and engineering services during construction; however, an additional appropriation will be required for construction of the project. Staff will request an additional appropriation for construction of the project when presenting an award recommendation for the project. The cost of the project is allocated 70.6% to LVMWD and 29.4% to Triunfo Water and Sanitation District.

**DISCUSSION:**

On November 7, 2018, the Administering Agent/General Manager authorized the issuance of a request for proposals to prepare plans and specifications, and provide engineering services during construction for the Tapia Headworks Floor Rehabilitation Project. The scope of work consisted of replacing the deteriorated fiberglass floor and a corroded carbon steel airline with a new 6-inch diameter stainless steel airline.

Proposals were received from Cannon Corporation, in the amount of \$65,350, and from PACE, in the amount of \$25,900. The proposals were reviewed by staff and evaluated based on the proposed approach, project understanding and firm's experience. Staff accepted the proposal from PACE and executed a professional services agreement for the design and engineering services during construction.

PACE has completed the design plans for the removal and replacement of the airline and fiberglass floor panels, and the project is ready to proceed with advertisement for construction bids. Rehabilitation of the headworks "white room" floor has become an urgent maintenance matter for safety reasons because corroded hardware has lead to missing floor panels and unsecured grating that impairs employee access.

Following is the proposed bid schedule:

Notice Inviting Sealed Proposals	September 3,2019
1st Advertisement	September 5, 2019
2nd Advertisement	September 12, 2019
Mandatory Pre-bid Job Walk	September 26, 2019
Bid Opening	October 16, 2019
Award of Contract	November 4, 2019

The work is categorically exempt from the provisions of California Environmental Quality Act (CEQA), pursuant to Section 15301(b) of the CEQA Guidelines because it involves rehabilitation of existing facilities with no expansion of use. Attached is a Notice of Exemption that staff will complete and file with the County Clerk, pending Board approval of the CEQA determination.

Prepared by: Veronica Hurtado, Assistant Engineer

**ATTACHMENTS:**

CEQA: Notice of Exemption  
Notice Inviting Sealed Proposals

# Notice of Exemption

## Appendix E

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

12400 Imperial Highway

Norwalk, CA 90650

**From:** (Public Agency): Las Virgenes Municipal Water District  
4232 Las Virgenes Road  
Calabasas, CA 91302

(Address)

Project Title: Tapia Headworks Floor Rehabilitation

Project Applicant: Las Virgenes – Triunfo Joint Powers Authority

Project Location - Specific:

The headworks building at the Tapia Water Reclamation Facility: 731 Malibu Canyon Road  
Calabasas, CA 91302

Project Location - City: Calabasas Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The purpose of the project is to replace fiberglass floor panels inside an existing waste water treatment facility building. Due to the corrosive environment of the Tapia headworks building, the fiberglass flooring and steel hardware has reached the end of its useful life and is in need of replacement.

Name of Public Agency Approving Project: Las Virgenes – Triunfo Joint Powers Authority

Name of Person or Agency Carrying Out Project: Las Virgenes Municipal Water District

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Existing Facilities, Section 15301 (b)
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

The project involves rehabilitation of existing facilities with no expansion of use. Construction will be inside an industrial building and equipment staging will be maintained at the industrial site. The project would not have a significant effect on the environment.

Lead Agency

Contact Person: Veronica Hurtado Area Code/Telephone/Extension: (818) 251-2332

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

**NOTICE INVITING SEALED PROPOSALS (BIDS)**  
Tapia Headworks Flooring Replacement Project

NOTICE IS HEREBY GIVEN that the Board of Directors of Las Virgenes – Triunfo Joint Powers Authority (JPA) invites and will receive sealed proposals (bids) up to the hour of **3:00PM** on **October 16, 2019**, for furnishing the work described in the contract documents. Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the bidder. The time shall be determined by the time on the receptionist telephone console in our Headquarters lobby. Proposals will be publicly opened and read aloud at the office of the JPA, 4232 Las Virgenes Road, Calabasas, California 91302. Said bids shall conform to and be responsive to the Specifications and Contract Documents for said work as heretofore approved by the JPA.

A **mandatory** pre-bid tour will be conducted on **September 26, 2019 at 9:00 a.m.** The meeting will begin at the JPA headquarters at 4232 Las Virgenes Road, Calabasas, CA 91302. Attendance at the pre-bid conference is a condition precedent to submittal of the bid and the JPA will not consider a bid from any bidder not represented at the pre-bid conference. Questions regarding the project may be directed to Project Manager, Veronica Hurtado at (818) 251- 2332.

Sets of contract documents may be downloaded for free by going to <http://www.LVMWD.com/Ebidboard> and following the links to this project.

In order to be placed on the plan holder's list, contractors shall register for free as a document holder for this project on Ebidboard by going to [www.LVMWD.com/Ebidboard](http://www.LVMWD.com/Ebidboard) and following the links to this project. Addendum notifications will be issued through Ebidboard.com, but may also be provided by calling the Project Manager. Although Ebidboard will fax and/or email all notifications to registered plan holders after the JPA uploads the information, Bidders are responsible for obtaining all addenda and updated contract documents.

Each bid must be on the JPA bid form and shall be sealed and filed with the secretary of the JPA at or before the time stated in the Notice.

No Contractor or Subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No Contractor or Subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective January 1, 2016, no Contractor or Subcontractor may perform on a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

All terms and conditions contained in the Specifications and Contract Documents shall become part of the contract. The Board of Directors of the JPA reserves the right to reject

any and all bids and to waive any and all irregularities in any bid. No bidder may withdraw his bid after the said time for bid openings until 60-days thereafter or until the JPA has made a final award to the successful bidder or has rejected all bids, whichever event first occurs.

The Board of Directors of the JPA reserves the right to select the schedule(s) under which the bids are to be compared and contract(s) awarded.

BY ORDER OF THE GOVERNING BODY OF LAS VIRGENES – TRIUNFO JOINT POWERS AUTHORITY

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Janna Orkney, Chair  
Las Virgenes-Triunfo Joint Powers Authority

September 3, 2019 JPA Board Meeting

TO: JPA Board of Directors

FROM: Engineering and External Affairs

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**Subject : Digester No. 2 Rehabilitation Project: CEQA Determination, Approval of Design Scope Change and Call for Bids**

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**SUMMARY:**

On September 13, 2018, the Administering Agent/General Manager executed a professional services agreement with Pacific Advanced Civil Engineering, Inc. (PACE), in the amount of \$34,810, to prepare plans and specifications for the rehabilitation of Digester No. 2 at the Rancho Las Virgenes Composting Facility. Additional time and engineering support from PACE is needed during bidding and construction, which was not included in the original contract amount. A design scope change, in the amount of \$1,030 or 3% of the contract amount, was authorized by the Administering Agent/General Manager for engineering services expected to respond to contractor questions, addendums and miscellaneous items that may arise during bidding. However, an additional design scope change is required for engineering services during construction, in the amount of \$20,790. The design and environmental review is now complete, and the project is ready to be advertised for construction bids.

**RECOMMENDATION(S):**

Find that the work is exempt from the California Environmental Quality Act; authorize the Administering Agent/General Manager to execute Design Scope Change No. 2, in the amount of \$20,790, to Pacific Advanced Civil Engineering, Inc.; and authorize the issuance of a Call for Bids for the Digester No. 2 Rehabilitation Project.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The total cost of this action is \$20,790. No additional appropriation is required at this time. The adopted Fiscal Year 2019-20 JPA Budget for CIP Job No. 10680 provides sufficient funding for the design work. However, an additional appropriation may be required for

construction of the project. Staff will request an additional appropriation, if required, when recommending award of a construction contract. The cost of the project is allocated 70.6% to LVMWD and 29.4% to Triunfo Water and Sanitation District.

**DISCUSSION:**

The Rancho Las Virgenes Composting Facility processes biosolids from the Tapia Water Reclamation Facility, producing high-quality compost that is available at no cost to the public. The facility has three digesters that treat the biosolids in preparation for dewatering and composting. Digester Nos. 1 and 2 were constructed in the early 1990s and have been in continuous service. In 2015, Digester No. 3 was constructed to provide redundancy and allow for Digesters Nos. 1 and 2 to be temporarily taken out of service, one at a time, for maintenance and rehabilitation. Rehabilitation work for Digester No. 1 was completed in August 2018.

Digester No. 2 was taken out of service for cleaning and interior inspection. The cleaning work was completed on March 20, 2019. An interior inspection was conducted by PACE engineers and staff on May 15, 2019. Based on the inspection, the scope of work for rehabilitation of Digester No. 2 was established to be similar to that for Digester No. 1, while lessons learned from the previous project were incorporated. Following is the scope of work for the rehabilitation of Digester No. 2:

- Removal and replacement of existing concrete construction joint seals;
- Structural repair/patching within the interior of the digester as needed;
- Removal and replacement of all existing interior digester mechanical piping;
- Removal and replacement of existing process control instruments and implementation of additional instrumentation;
- Removal and replacement of existing exterior valves and actuators (feed, circulation and gas systems);
- Modification to the existing gas withdrawal piping system;
- Removal of obsolete equipment such as the steam lances;
- Rehabilitation of existing roof penetrations, hatch covers and replacement of hatch viewports; and
- Repair of cracks on concrete roof, as needed.

Staff recommends authorization to execute Design Scope Change No. 2, in the amount of \$20,790, to PACE for engineering services during construction. The work will include responding to requests for information, reviewing submittals and preparing record drawings for the project.

Following is the proposed bid schedule:

Call for Bids	September 3, 2019
1st Advertisement	September 12, 2019
2nd Advertisement	September 19, 2019
Pre-Bid Meeting	September 26, 2019
Bid Opening	October 17, 2019
Award of Contract	November 4, 2019



The work is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301(b) of the CEQA Guidelines because it involves only minor alterations to an existing facility with no expansion of use. Attached is a Notice of Exemption that staff will file with the County Clerk, pending Board approval of the CEQA Determination.

Prepared by: Mercedes Acevedo, Assistant Engineer, E.I.T.

**ATTACHMENTS:**

CEQA: Notice of Exemption  
Design Scope Change No. 2  
Notice Inviting Sealed Proposals

# Notice of Exemption

## Appendix E

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

12400 Imperial Highway

Norwalk, CA 90650

**From:** (Public Agency): \_\_\_\_\_  
Las Virgenes Municipal Water District  
\_\_\_\_\_  
4232 Las Virgenes Road, Calabasas, CA 91302

(Address)

Project Title: Digester 2 Rehabilitation Project

Project Applicant: Las Virgenes and Triunfo Joint Power Authority

Project Location - Specific:

Rancho Compost Facility owned and operated by Las Virgenes Municipal Water District and Triunfo Water and Sanitation District Joint Power Authority

Project Location - City: Calabasas Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Repair and modifications to existing digester tank within Rancho Compost Facility.

Name of Public Agency Approving Project: Las Virgenes and Triunfo Joint Power Authority

Name of Person or Agency Carrying Out Project: \_\_\_\_\_

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Existing Facilities: Section 15301 (b)
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

The project involves a minor alteration to an existing facility with no expansion of use. Based on preliminary environmental review, the project would not have a significant effect on the environment.

Lead Agency  
Contact Person: Mercedes Acevedo, E.I.T Area Code/Telephone/Extension: (818) 251-2147

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Assistant Engineer

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

**CHANGE IN SCOPE TO  
PROFESSIONAL SERVICES AGREEMENT # \_\_\_\_\_**

Project Title: \_\_\_\_\_

Consultant:DD \_\_\_\_\_

Nature Of Changes:

Fee Adjustment		
Previous Fee:	_____	
Increase/ <del>Decrease</del> :	_____	
Estimate	Lump Sum	Not to Exceed
Revised Fee:	_____	

Time Adjustment	
Previous Deadline:	_____
Additional Time:	_____
New Deadline:	_____

PACE

Las Virgenes Municipal Water District

\_\_\_\_\_

\_\_\_\_\_  
David W. Pedersen, General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



July 9, 2019

Eric Schlageter, PE  
Senior Engineer  
**Las Virgenes Municipal Water District**  
4232 Las Virgenes Road  
Calabasas, CA 91302  
(818) 251-2142

**Re: Proposal for Digester 2 Rehabilitation Project – Construction Support Services**

# B428

Dear Eric,

PACE is pleased to provide our proposal for engineering services for Construction Support Services – Digester 2 Rehabilitation Project. Attached is our Scope of Services, Compensation, Hourly Rate Schedule and Provisions.

We appreciate the opportunity to be of service to District and look forward to continuing our strong partnership with the District. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Murphy", is written over a light blue, wavy background graphic.

Robert R. Murphy, PE  
Project Manager – Environmental Water Division

*Enclosures: Scope of Services, Compensation, Hourly Rate Schedule and Provisions.*

# PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

## LAS VIRGENES MUNICIPAL WATER DISTRICT DIGESTER 2 REHABILITATION – CONSTRUCTION SUPPORT SERVICES # B428

### **OBJECTIVE:**

PACE will provide the services of its staff to assist the District with the construction kick-off meeting. PACE will also be present for other required construction coordination meetings. PACE will provide review of contractor submitted shop drawings, schedules, and construction change orders as needed for the project. Following construction, PACE will develop Record Drawings for submission to the District.

### **SECTION A - SCOPE OF SERVICES:**

#### **Task 40.2 – Construction Progress Meetings**

PACE will provide the services of its staff to attend construction meetings via conference calls and onsite (as necessary), over the course of construction of the project. The following meetings are anticipated during construction:

1. Preconstruction meeting
2. Eight (8) bi-weekly progress meetings (site/conference call)
3. Two (2) site construction progress meetings
4. One (1) project site punch-list walk through meeting

#### **Task 40.3 – Construction Support Services**

PACE will provide the services of its engineering staff during construction to review RFIs and Shop Drawings submitted by the selected contractor and/or District. It is assumed that an additional review will also be required for each submitted shop drawing. PACE will review and certify draw and change order requests as submitted to the District. PACE will provide field engineering services as requested by the District to verify site conditions and answer contractor's questions or requested modifications. Site visits are listed under Task 40.2.

#### **Task 40.4 – Preparation of Record Drawings**

PACE will complete and provide Record Drawings to the District following completion of construction. Record Drawings shall be prepared using the provided contractor's as-built information. The Record Drawings will be prepared and provided to the District via one set of Mylar plans, and in electronic format (AutoCAD and PDF).

### **SECTION B - COMPENSATION:**

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis, for a fixed fee of **\$19,290** plus the reimbursable expenses in accordance with the attached "Hourly Labor and Expenses Rates Schedule".

#### **Task Description**

#### **Professional Fee**

40.2	Construction Progress Meetings	\$ 10,360
40.3	Construction Support Services	\$ 7,875
40.4	Preparation of Record Drawings	\$ 1,055
<b>TOTAL FIXED FEE:</b>		<b>\$ <u>19,290</u></b>

**ASSUMPTIONS AND EXCLUSIONS:**

1. The Client’s responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:
  - a. Client input pertaining to project design issues and requirements including scheduling.
  - b. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
  - c. Geologic and soils investigation reports.
  - d. Existing and proposed hydrologic and drainage data, maps, and reports.
  - e. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.
2. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.
3. All required aerial topography and base mapping will be paid for and supplied by Client, or others. Base topo and site information will be provided in digital (electronic) format compatible with AUTOCAD or C3D version 2017 or earlier.
4. No environmental documentation or support, including no environmental permitting.
5. No surveying or construction staking is included.
6. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.
7. Existing utility information research and mapping is not included and will be provided by Client.
8. For all the data delivered to PACE for the purpose of digital mapping, including but not limited to GIS and AutoCAD, PACE requires said data be delivered in one of the recognized standard coordinate systems such as the Stateplane Coordinate System or the Universe Transverse Mercator (UTM). In addition, PACE requires all datums, vertical and horizontal, be documented in a metadata sheet and be included along with the delivered data. If the coordinate system is in what is often referred to as a “Local Coordinate System,” and the deliverer does not have the capability to convert data into one of the recognized standard coordinate systems, PACE requires a Control Conversion document (CCD) be included in the deliverable. The CCD will include all the necessary coordinate transformation information and scale factors needed to make an accurate translation of the data to PACE’s acceptable coordinate systems. If this information is not available, PACE will require an addendum to this proposal to include Time and Materials used to translate the delivered data into the appropriate standard coordinate system.
9. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).



**2019 HOURLY LABOR RATES**

Principal	\$245
Sr. Project Manager / Sr. Consulting Engineer	\$215
Sr. Electrical Engineer / Sr. GIS Analyst	\$200
Project Manager / Consulting Engineer / Sr. I&C Specialist	\$195
Sr. Project Engineer / Sr. Design Engineer	\$175
Instrumentation & Controls Specialist	\$150
Project Engineer / Design Engineer II	\$150
Sr. CAD Designer	\$120
Design Engineer	\$130
Graphic Designer	\$100
CAD Designer / GIS Analyst	\$100
Project Coordinator / Administrative Support	\$80
Assistant Designer	\$80
G.P.S. Survey Unit (w/ Operator)	\$240
Expert Witness / Legal Consultation	\$350 + Exp.

**REIMBURSABLE EXPENSE RATES\***

	<b>Units</b>	<b>Cost</b>
<b>Travel</b>		
Mileage (Per Mile)	Mile	\$0.58
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
<b>Outside Reproduction</b>		At Cost
<b>Shipping (FedEx, UPS, Courier, etc.)</b>		At Cost
<b>Misc. (Review Fees, Specific Charges)</b>		At Cost
<b>Reproduction (In-House)</b>		
Sheet Bond - B/W Prints and Copies – All sizes (8 ½ x 11 to 12 x18)	SF	\$0.16
Sheet - Color Prints and Copies – All sizes	SF	\$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	\$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	\$0.88
- Bond (Color)	SF	\$1.56
Roll - Vellum or Mylar Plots	SF	\$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	\$3.12
Report 3-Ring Binders		
≤ 1.5"	EA	\$10.40
1.5" to 3"	EA	\$15.60
> 3"	EA	\$26.00
Coil or GBC Punch Binding	EA	\$1.04

\*Note: All reimbursable expenses will be invoiced at the above rates + 10%



**AGREEMENT BETWEEN CLIENT AND CONSULTANT**

AGREEMENT ENTERED INTO AT Fountain Valley, CA made this 9th day of July 2019, by and between **Las Virgenes Municipal Water District** hereinafter called "Client," and **Pacific Advanced Civil Engineering, Inc. (PACE)**, a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for:

- Task 40.2 – Construction Progress Meetings***
- Task 40.3 – Construction Support Services***
- Task 40.4 – Preparation of Record Drawings***

hereinafter called "Project."

B. Consultant agrees to perform the following scope of services:

***(See attached Scope of Services – Section "A" for a detailed description)***

C. Client agrees to compensate Consultant for such services as follows:

**Fee**

***(See attached Compensation Page – Section "B" for a detailed description)***

D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

**Pacific Advanced Civil Engineering, Inc. (PACE)**

**CLIENT: Las Virgenes Municipal Water District**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Robert R. Murphy, PE

**Name:** Eric Schlageter, PE

**Title:** Project Manager – Environmental Water

**Title:** Senior Engineer

**Job #:** B428

**Date:** \_\_\_\_\_



## GENERAL PROVISIONS ATTACHED TO THAT CERTAIN

### AGREEMENT BETWEEN CLIENT AND CONSULTANT

DATED July 9, 2019 (collectively, the "Agreement")

**Pacific Advanced Civil Engineering, Inc. (PACE)** shall be hereinafter referred to as "CONSULTANT" and **Las Virgenes Municipal Water District** will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as "**Proposal for Digester 2 Rehabilitation Project – Construction Support Services**".

#### GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or Client's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. **IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.**
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.

16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.
17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assign or transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
20. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Orange, State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.

## **PAYMENT**

23. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
24. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
25. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
26. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
27. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost **plus** 10% for handling.
28. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.



**ENGINEERING FEE ESTIMATE  
PROJECT WORKSHEET**

<b>Project Data</b>	
Project Name: Rancho Las Virgenes - Digester 2 Rehabilitation - Construction Support Services	
Client: LVMWD	
PACE Job Number: 6428	
Estimate Date: 07/09/2019	

Total Man Hours	129
Total Cost including expenses	\$20,790

2019 PACE Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$240
Project Manager	\$215
Senior Project Engineer	\$175
Elect Engineer	\$200
Controls Specialist	\$150
Project Engineer	\$150
Design Engineer/Lab Tech	\$130
Sr. CAD Designer	\$120
CAD Designer/SIS Analyst	\$100
Graphic Designer	\$80
Proj. Coordinator	\$80
Permit Specialist	\$150

Item No.	Work Item Description	Estimated Man Hours							Total Man Hours	Total Cost by Task	
		Project Manager	Sr. Project Engineer	Sr. Electrical Engineer	Design Engineer / Lab Tech	Control & Instrument Specialist	Sr. CAD Designer	Proj. Coord/ Admin Support			
<b>PACE 2019 Standard Hourly Labor Rates</b>											
40	Bidding and Construction Support Services	\$215	\$175	\$200	\$130	\$150	\$120	\$80	129	\$19,290	
40.2	Construction Progress Meetings	24			40				64	\$10,360	
40.3	Construction Support Services	5		2	48			2	57	\$7,875	
40.4	Preparation of Record Drawings	1			4		2	1	8	\$1,055	
<b>TOTAL HOURS</b>		30	0	2	92	0	2	3	129		
<b>TOTAL LABOR COST</b>		\$6,450	\$0	\$400	\$11,960	\$0	\$240	\$240		\$19,290	
		23.3%	0.0%	1.6%	71.3%	0.0%	1.6%	2.3%	100.0%		
0	Expenses and Reimbursables (Allowance)										
0.1	Travel/Reproduction, Misc. (Costs + 10%)										\$1,500
									<b>TOTAL FEE PROPOSAL</b>		<b>\$20,790</b>

**NOTICE INVITING SEALED PROPOSALS (BIDS)**  
**Digester No.2 Rehabilitation Project**

NOTICE IS HEREBY GIVEN that the Board of Directors of Las Virgenes – Triunfo Joint Powers Authority (JPA) invites and will receive sealed proposals (bids) up to the hour of 3:00 PM on October 17, 2019, for furnishing the work described in the contract documents. Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the bidder. The time shall be determined by the time on the receptionist telephone console in our Headquarters lobby. Proposals will be publicly opened and read aloud at the office of the JPA, 4232 Las Virgenes Road, Calabasas, California 91302. Said bids shall conform to and be responsive to the Specifications and Contract Documents for said work as heretofore approved by the JPA.

A **mandatory** pre-bid tour will be conducted at 1:30 PM on September 26, 2019. The meeting will begin at the JPA headquarters at 4232 Las Virgenes Road, Calabasas, CA 91302. Attendance at the pre-bid conference is a condition precedent to submittal of the bid and the JPA will not consider a bid from any bidder not represented at the pre-bid conference. Questions regarding the project may be directed to Mercedes Acevedo, E.I.T., at (818) 251-2147.

Sets of contract documents may be downloaded for free by going to <http://www.LVMWD.com/Ebidboard> and following the links to this project.

In order to be placed on the plan holder's list, contractors shall register for free as a document holder for this project on Ebidboard by going to [www.LVMWD.com/Ebidboard](http://www.LVMWD.com/Ebidboard) and following the links to this project. Addendum notifications will be issued through Ebidboard.com, but may also be provided by calling the Project Manager. Although Ebidboard will fax and/or email all notifications to registered plan holders after the JPA uploads the information, Bidders are responsible for obtaining all addenda and updated contract documents.

Each bid must be on the JPA bid form and shall be sealed and filed with the secretary of the JPA at or before the time stated in the Notice.

No Contractor or Subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No Contractor or Subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective January 1, 2016, no Contractor or Subcontractor may perform on a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

All terms and conditions contained in the Specifications and Contract Documents shall become part of the contract. The Board of Directors of the JPA reserves the right to reject any and all bids and to waive any and all irregularities in any bid. No bidder may withdraw his bid after the said time for bid openings until 60-days thereafter or until the JPA has made a final award to the successful bidder or has rejected all bids, whichever event first occurs.

The Board of Directors of the JPA reserves the right to select the schedule(s) under which the bids are to be compared and contract(s) awarded.

BY ORDER OF THE GOVERNING BODY OF LAS VIRGENES – TRIUNFO  
JOINT POWERS AUTHORITY

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Janna Orkney, Chair  
Las Virgenes-Triunfo Joint Powers Authority

September 3, 2019 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

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**Subject : Rancho Solar Generation Project Phase 2 Project: Amendment of Power Purchase, Cost Reimbursement and License Agreements**

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**SUMMARY:**

On March 28, 2019, the JPA Board adopted Resolution No. 6 and authorized the execution of a Power Purchase Agreement (PPA) with Borrego Solar (Borrego), doing business as Las Virgenes Solar, LLC., for the Rancho Solar Generation Project Phase 2 Project. The PPA also included a Cost Reimbursement Agreement (CRA) and License Agreement (LA). The PPA provided 110 days for Borrego to complete site due diligence, permitting and design work before the commencement of construction. Borrego has now completed its site due diligence studies, prepared the 90% design and obtained approval from the Los Angeles County Fire Department for the project.

Based on the results of site due diligence studies, geotechnical report and final approval requirements from the Fire Department, an increase in foundation depth and pile dimensions is needed along with a requirement for a wider access road for fire trucks. These additional costs (\$92,538 for larger solar panel foundations and \$73,615 for the fire access road) have been reviewed and verified by the JPA's consultant, TerraVerde Energy, and were not known at the time of execution of the PPA. As a result, staff recommends approval of a 2.89% increase in the PPA rate, from 5.295 cents/KWh to 5.448 cents/KWh, to address the higher-than-anticipated costs. The terms of the original PPA included provisions for an amendment to address unanticipated costs in this manner.

The proposed amendment to the PPA also includes an update to the project commercial operation date, from March 12, 2020 to June 16, 2020, to account for the additional time that was required to complete the site due diligence studies, obtain Fire Department approval and negotiate the proposed terms. In addition, staff recommends authorization to approve a revised License Agreement to clarify access rights for the JPA to operate and maintain its existing pipelines within the proposed solar project area. The proposed amendments have been reviewed and approved as to form by JPA Legal Counsel.

**RECOMMENDATION(S):**

Authorize the Administering Agent/General Manager to execute proposed amendments to the Power Purchase, Cost Reimbursement and License Agreements with Borrego Solar, doing business as Las Virgenes Solar, LLC, to address high-than-anticipated costs for construction of the Rancho Solar Generation Project Phase 2 Project.

## **FISCAL IMPACT:**

Yes

## **ITEM BUDGETED:**

Yes

## **FINANCIAL IMPACT:**

The proposed amendment will increase the solar power purchase price by 2.89%, from 5.295 cents/kWh to 5.448 cents/kWh. The increase in the PPA rate will result in an estimated \$400,000 decrease in cost-savings, from \$10.3 million to \$9.9 million, for the project over a 25-year period.

## **DISCUSSION:**

In the months following execution of the PPA on April 10, 2019, Borrego Solar performed a series of site due diligence studies that included geotechnical field exploration, soil profiling, title investigation for the proposed solar area, topographic survey and submittal of a 90% design to the Los Angeles County Fire Department for review and approval. Based on the initial comments from the Fire Department and results of the due diligence studies, Borrego identified the following site conditions that were different from its original assumptions:

- Site drainage improvement needed to prevent stormwater runoff from the hillsides and Phase I Solar Generation Facility from affecting the proposed Phase 2 site.
- Southern California Edison (SCE) requirements for a dedicated transformer for the Phase 2 project before interconnection to SCE's distribution infrastructure.
- Deeper foundations and larger pile dimensions required to support the solar arrays due to excessive amounts of clay soil at the site.
- Initial requirements from the Los Angeles County Fire Department for a 20-foot-wide fire access road around the project perimeter that would have necessitated significant hillside grading and construction of large, cost-prohibitive retaining walls.

After additional field visits to assess the site conditions, many revisions to the project design, consultations with experts and negotiations among Borrego, the Fire Department, and staff, Borrego requested consideration of additional costs for two scope changes: (1) the need for deeper foundations and larger pile dimensions to support the solar array; and (2) a wider access road to support fire trucks. Attached is a copy of a letter from Borrego requesting consideration of these additional costs. The JPA's consultant for the project, TerraVerde Solar, and staff reviewed the supporting information related to the request and determined that the scope changes are based on information that was not available at the time the PPA was executed. The proposed cost increase and corresponding increase to the PPA rate was also verified by Terra Verde. Attached is a letter dated September 3, 2019 from TerraVerde summarizing its evaluation of the issue.

With approval of the proposed action, Borrego is committed to complete the design, secure the funding for the project and proceed to commence construction within 60 days of the effective date of the execution of the amendment.

Following is a summary of the proposed changes to each of the three agreements, which are attached:

Amendment No. 1 to Solar Power Purchase Agreement:

The amendment is intended to be a stand-alone document, amending the executed PPA dated April 10, 2019. The amendment includes the following proposed revisions:

1. Adjustment of the power purchase price from 5.295 cents/KWh to 5.448 cents/KWh;
2. Commitment to no further price adjustments except for Distribution Utility Upgrades over \$398,556.19 as defined in the executed PPA dated April 10, 2019. The final Distribution Utility Upgrades will be based on the SCE final estimate, which is not known at this time;
3. Commitment from Borrego to complete all necessary design and funding, and to proceed with the start of construction within 60 calendar days and a commercial operation deadline of June 16, 2020.
4. Clarifications for the JPA to remove and/or relocate a portion of solar arrays, if needed, to access the JPA's pipelines within the proposed Phase 2 solar area; and
5. Revision of the Site Power Price chart, Site Termination Values, Site Purchase Option Price and Output Guarantee Rates as a result of the PPA rate change from 5.295 cents/KWh to 5.448 cents/KWh.

Amended and Restated Cost Reimbursement Agreement:

The proposed Amended and Restated Agreement would replace the previous executed Cost Reimbursement dated April 10, 2019 with the following proposed changes:

1. The amounts of identified cost reimbursements stated in the executed Cost Reimbursement Agreement dated April 10, 2019 will remain unchanged; and
2. Update to the reimbursement schedule based on the effective date of the proposed Amendment to the PPA.

Amended License Agreement:

The Amended License Agreement would replace the executed License Agreement dated April 10, 2019 with the following proposed changes:

1. Addition of a non-exclusive license area (access road) and exclusive license area (Phase 2 solar area) to meet certain license agreement requirements for project funding;
2. Clarification of the JPA's rights and responsibilities to access its pipelines located within the exclusive license area; and
3. Insertion of property legal descriptions for exclusive and non-exclusive license areas.

Staff also attached a revised project schedule from Borrego to illustrate their intent to move the project forward upon approval of the proposed action.

Prepared by: John Zhao, P.E., Director of Facilities and Operations

**ATTACHMENTS:**

Borrego Solar Letter



Terra Verde Recommendation Letter  
Amendment No 1 to PPA  
Amended and Restated Cost Reimbursement  
License Agreement



General Manager  
Las Virgenes - Triunfo Joint Powers Authority (JPA)  
4232 Las Virgenes Road,  
Calabasas, CA 91302-1994

Dear Las Virgenes - Triunfo Joint Powers Authority,

On behalf of the entire Borrego Solar Systems, Inc. organization (“Borrego” or “Provider”), I’d like to reiterate how excited we are about the Joint Powers Authority Solar Generation Project Phase II (“Project”) with the Las Virgenes-Triunfo Joint Powers Authority (“JPA”), pursuant to that certain Power Purchase Agreement dated as of April 10, 2019 between Provider and JPA (the “PPA”). As an organization, we are highly motivated to advance this solar installation within 2019. The First Amendment to the PPA (“First Amendment”) submitted to the JPA for consideration at the September 3rd Board meeting will enable Borrego to move expeditiously in completing the Conditions Precedent required to begin construction of the Project.

In any competitive process, including the Request For Proposal (“RFP”) hosted by the JPA and managed by TerraVerde Energy last year, bidders must make certain assumptions relating to the Project and conditions of the site where the Project will be located (the “Site”) that can only be verified through detailed due diligence and site surveys. Two examples are Borrego’s geotechnical investigation (“Geotechnical Report”) to understand the subsurface soils composition and conditions, and the topographical survey (“Topographical Survey”) to determine precise elevation points across the entire site .

While Borrego made responsible assumptions, following prudent industry standards in our response to the RFP, the results of the two aforementioned studies, have yielded additional critical information about the Project Site. This information constitutes unforeseen Site conditions encountered by Provider under Section 6(E) of the PPA, and will require changes to the installation scope that were not reflected in the project economics associated with the PPA rate approved by the JPA on March 28, 2019. These changes in scope include:

- The Geotechnical Report indicated clay soil conditions requiring thicker and longer foundations (steel piles) for the solar racking system with increased material and labor costs.
- The Geotechnical Report additionally recommended a greater road base thickness as well as a geotextile stabilization fabric for the site access road and the fire access road.
- The Los Angeles County Fire Department (“LACFD”) additionally required an interior fire access road through the entirety of the site as well as specific fire truck turnarounds not contemplated at the time of the RFP or prior to signing the PPA.
- The Topographical Survey revealed that Borrego would not be able to widen the Southern section of the perimeter road without significant grading and major earthwork to create 20 foot wide fire access roads as required by LACFD.

5005 Texas Street, 4<sup>th</sup> Floor  
San Diego, CA 92108  
**Main:** 888-898-6273  
**Fax:** 888-843-6778



The scope changes described above have caused delays in Borrego's Project Schedule as the completion of all necessary due diligence tasks and negotiations with LACFD took several months to complete. Thanks in large part to John Zhao's efforts we recently received approval from LACFD for a fire access road design that meets all of their requirements.

This First Amendment to the PPA facilitates an equitable adjustment to the PPA rate to account for the agreed upon scope and will allow Borrego to drive this project forward without any further delays. In addition, the First Amendment provides equitable extensions of the Construction Start Deadline and Commercial Operation Deadline (as such terms are defined in the PPA), to which Provider is entitled pursuant to Section 6(E) of the PPA, which are attributable to the delay we experienced while solving the scope issues outlined above.

We have included in this board package an updated schedule reflecting our path forward on the Project. With our standard site discovery activities complete and a PPA rate that captures the results of those completed studies, we are excited to quickly move forward on financing and constructing the Project.

We sincerely thank the JPA for your consideration of this First Amendment and look forward to working together on executing a world-class solar photovoltaic system.

Best Regards,  
Kyle

Kyle Kearney  
Vice President of Project Development-Western USA  
Borrego Solar Systems, Inc.



Date: September 3, 2019

To: Las Virgenes-Triunfo Joint Powers Authority (JPA) Board of Directors

Subject: Ranchos Solar Project Phase 2 - Amendment to the Power Purchase Agreement and Cost Reimbursement Agreement with Borrego Solar

Dear General Manager,

**Background:**

TerraVerde Energy, LLC (TerraVerde) has been retained by the JPA to provide ongoing consulting and advisory services related to the development and implementation of the Phase 2 Ranchos Solar Project. In September of 2018 TerraVerde supported the Las Virgenes-Triunfo Joint Powers Authority (JPA) by issuing a request for proposals (RFP) seeking offers from qualified solar developers to enter into a Power Purchase Agreement (PPA) whereby the JPA would purchase 100% renewable energy from a PPA Provider who would construct, own and operate a 3.9MW solar photovoltaic system installed on the JPA's property (3810 Las Virgenes Road).

The JPA received eight responses to the RFP, conducted interviews with a shortlist of three vendors that provided the highest overall value to the JPA. The JPA ultimately selected Borrego Solar and entered into a best and final offer negotiation with Borrego Solar. On March 28<sup>th</sup>, 2019 the JPA approved the execution of a PPA, Site License Agreement and Cost Reimbursement Agreement with Borrego Solar.

Under the terms of the PPA contract, Borrego Solar will construct, own, operate and maintain the 3.9MW ground-mounted solar array and sell the power generated by the array to the JPA at a fixed rate of \$0.05295/kWh, for a term of 25years. The power generated by the solar array will go directly to Southern California Edison's (SCE's) distribution grid, and SCE will provide "Bill Credits" which will be used to offset monthly utility bills for twelve (12) JPA and LVMWD operations/sites under the RES-BCT tariff. The project is projected to save over \$10 million in utility bill costs over the 25-year term which includes ownership and sale of Renewable Energy Certificates (RECs) associated with the solar energy production, and a one-time RES-BCT tariff Indifference Payment from SCE estimated to be \$931,789.

**Update:**

In the months following execution of the PPA on April 10, 2019, Borrego Solar initiated a series of site due diligence activities, including a geotechnical study, preparation of design drawings, ALTA land/title and topographic survey, and Los Angeles County Fire Department (LACFD) fire access design approval process. Through the process of completing the due diligence activities Borrego Solar has identified certain scope items and costs that were not initially budgeted in their PPA rate proposal.

The two elements of the project construction scope that are deemed legitimate cost increases are summarized below. TerraVerde has reviewed the scope changes/additions, the associated cost estimates, and the calculations of the proposed PPA rate adjustment with the JPA's staff and has concluded the proposed scope changes and cost increases are necessary for the project to move forward.

## **1) Increased Foundation Depth and Pile Dimensions Due to Assumptions in Soils Composition**

In the absence of geotechnical information specific to the site of the Phase 2 Ranchos Solar Project in the RFP, Borrego Solar used publicly available geology data (the Geologic Map of the Calabasas Quadrangle for Los Angeles & Ventura Counties, dated 1992) to make certain assumptions regarding soils composition, which were used by Borrego Solar as a basis for the solar array foundations design and PPA rate proposal. The description of soils composition from the geologic map indicates: “gravel, sand and clay of valley areas, includes gravel and sand alluvial fans and slope wash, undissected to slightly dissected”. The findings of the geotechnical investigation conducted by Borrego Solar in late April found the soils composition in and around the proposed array field to have a much higher clay content than the publicly available information had indicated. The description of soils composition from Borrego Solar’s geotechnical study report is as follows: “Results of the standard penetration tests within the upper 15 feet of soil indicated clay soils of medium stiffness”. The report also documented the presence of sandy lean clays, lean clays, silty clays extending to a depth of 25 feet, which are underlain by fat clays with sand extending from 25 feet to 45 feet deep.

To mitigate the possibility of foundation movement (due to upheaval from clay-based soils), Borrego Solar modified the pile designs to provide greater dimensional sizing and greater pile depth (for greater friction and retention). The specific changes include, increase embedment depth from 9 feet to 13 feet and increase I-beam pile dimensions to a range of larger sizes across the entire array (based on location, bearing load, and height of reveal above grade).

In addition to the geotechnical study, Borrego also performed an ALTA land title and topographical survey. The fine resolution of the actual elevation lines from the topographic map provided Borrego Solar with the necessary data to update their original assumptions regarding the above-grade pile heights to obtain uniform array block planes for optimum tracker performance. The specific changes include increasing the pile lengths to allow for location-specific “reveals” (distance above grade) of 4 feet to 9 feet.

The total cost for the above changes (the material cost difference from original proposal) is \$92,558, which translates to a PPA rate adjustment (increase) of \$0.000796/kWh.

It should be noted that Borrego Solar’s baseline assumptions regarding the corrosivity of the soils were supported by the resistivity tests that were conducted during the geotechnical study. The report indicates the soils have a “highly corrosive” corrosion potential. Borrego anticipated this condition in their original foundation design assumptions and included galvanizing per ASTM A123 as a specification for the steel piles (I-beams).

## **2) Inclusion of Additional Fire Access Roadways and Existing Road Widening Requirements per LACFD Design Review**

Design requirements for LACFD access at the Phase 2 Ranchos Solar Array were based on similar requirements defined by LA County Fire during the design/construction of the 1MW Phase 1 Solar Project (2013) and were included in the RFP documentation. Borrego Solar used the requirements defined in the RFP to develop their fire access roads scope and cost, which consisted of widening the existing site perimeter road around the proposed Phase 2 Ranchos Solar Array to 20 feet in those sections of the road that are currently less than 20 feet wide. In May/June of this year representatives from the JPA, Borrego Solar and TerraVerde participated in several design review discussions with LACFD. Due to the size and layout of the array (footprint), LACFD requires interior fire access for the array layout, which was not contemplated in the RFP specifications. In early August, LACFD approved Borrego Solar’s updated fire access design which incorporates the required inter-array 20-

foot wide fire access road with LACFD-specified turnarounds. LACFD's design approval also requires only the west portion of the existing perimeter road to be widened to 20 feet (removing the original requirement to widen the southern section of the existing perimeter road).

In addition, Borrego Solar's geotechnical investigation included soils sampling and testing at several points on the existing perimeter road. The results of the testing indicated "the presence of lean clays, and sandy clays encountered below the existing aggregate base sections of the access roads". For the locations where the existing perimeter road was to be widened and for any new sections of access roadways, the geotechnical report recommended excavation of 9" to subgrade, followed by ripping, drying and re-compacting the subgrade, then placement of a geotextile stabilization fabric and placement of the Class II road base (Mirafi HP 570 Fabric and overlay of compacted 9" recycled Class II AB). Borrego Solar's baseline scope assumption for the perimeter road widening scope in their RFP response consisted of 8" of compacted road base, no geotextile fabric and a simplified subgrade preparation scope.

The scope and cost changes associated with the reduced quantity of perimeter road widening, the new fire access roads inside the array layout, and the upgraded scope of road construction as prescribed by the geotechnical study report were recently reviewed and approved by TerraVerde and the JPA. The total cost for the above changes (the material and labor cost difference from original proposal) is \$73,615, which translates to a PPA rate adjustment (increase) of \$0.000736/kWh.

## **Conclusion:**

In total, the added costs result in a PPA Rate adjustment of \$0.001532/kWh, which increases the PPA rate from \$0.05295/kWh to \$0.05448/kWh. TerraVerde has carefully reviewed the above items and supported the JPA in negotiations to lessen the impact of the additional costs. In addition, TerraVerde has estimated the financial impact of the PPA rate increase and shared this information with JPA staff. The estimated reduction in net savings over the 25year term of the PPA is \$347,522. The updated projection of 25yr net savings is \$9,976,955. The new PPA rate will be approved and memorialized as a change to the PPA contract through the execution of the "First Amendment" to the PPA.

In summary, TerraVerde agrees the cost increases proposed by Borrego Solar were unforeseen and are justified. TerraVerde will continue to support the JPA in holding Borrego Solar accountable to the revised timelines and rates pursuant to the proposed amendment. We will continue to provide expeditious review of the design drawings, conduct weekly progress meetings with all required stakeholders, and ensure Borrego is meeting its commitments to the JPA.

We look forward to the JPA Board's consideration of the PPA Amendment and our continuing support of the LVT JPA in finalizing the project designs and commencing construction. If you have any questions regarding this letter, please feel free to contact me.

Sincerely,

Kevin Ross | VP Business Development  
TerraVerde Energy  
520 E. Avenida Pico, #3793  
San Clemente, CA 92673  
949-212-6555 Kevin.Ross@terraverde.energy

## AMENDMENT NO. 1 TO SOLAR POWER PURCHASE AGREEMENT

This Amendment No. 1 to Solar Power Purchase Agreement (this “Amendment”) is made and entered into effective as of September \_\_, 2019, between LAS VIRGENES SOLAR 1, LLC (“Provider”), and the Las Virgenes-Triunfo Joint Powers Authority (“JPA”). JPA and Provider are collectively referred to herein as “Parties” and individually as “Party.”

### RECITALS

**WHEREAS**, JPA and Provider entered into that certain Solar Power Purchase Agreement dated as of April 10, 2019 (the “Agreement”); and

**WHEREAS**, JPA and Provider desire to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Provider and JPA hereby agree as follows:

**1. Definitions.**

Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

**2. Amendments.** The Agreement is hereby amended as follows:

- (a) Section 4(G) of the Agreement entitled Adjustments to Power Price is hereby replaced in its entirety with the following:

*G. Adjustments to Power Price. The Parties acknowledge that the Power Price set forth in Table 1 of Exhibit B (as amended by the First Amendment) is inclusive of all costs associated with a fully functioning Project. No further adjustments to the Power Price shall be considered with the exception of the condition outlined below:*

*Distribution Utility Upgrades. Provider assumed that the total amount of Distribution Utility Upgrades to be required by Distribution Utility in connection with the Project would not exceed \$398,556.19 (the “Upgrade Estimate”). If the actual cost reasonably incurred by Provider for Distribution Utility Upgrades exceeds the Upgrade Estimate, then Provider shall be entitled to a proportionate increase of the Power Price in an amount of \$0.0001/kWh for each \$10,000 increase in cost above the Upgrade Estimate. If the actual cost reasonably incurred by Provider for Distribution Utility Upgrades is less than the Upgrade Estimate, JPA shall be entitled to a proportionate decrease of the Power Price in an amount of \$0.0001/kWh for each \$10,000 decrease in cost below the Upgrade Estimate. Provider shall provide invoices showing all such adjustment in costs to JPA. Any agreement for JPA to cover additional amounts shall come in the form of a jointly-executed change order in accordance with Exhibit G.*

(b) Section 6(B) of the Agreement entitled Completion of Conditions Precedent to Construction; Termination is hereby deleted and replaced in its entirety with the following:

*B. Completion of Condition Precedent to Construction; Termination. If Provider is unable to timely complete any of the Construction Conditions Precedent (1) through (6) above by the Construction Start Deadline (sixty (60) days after the Effective Date of the First Amendment), as may be extended in accordance with Section 6(E), JPA may terminate this Agreement without triggering the default provisions of this Agreement, including, but not limited to any default provision requiring the payment of the Termination Value, nor shall any such termination subject the JPA to any other liability. Within five (5) days of Provider's timely satisfaction (or written waiver by JPA) of all Construction Conditions Precedent, JPA shall issue a notice to proceed to Provider ("Notice to Proceed"), informing Provider that it may commence the construction of the Solar Facility on the Site. Provider shall not proceed with construction of the Solar Facility until it has received the Notice to Proceed. Provider shall promptly provide JPA with copies of all forms, documents, and communications received or generated by Provider in connection with this Agreement.*

(c) Section 6(C) of the Agreement entitled Construction; Commercial Operation is hereby deleted and replaced in its entirety with the following:

*C. Construction; Commercial Operation. Promptly upon receipt of the Notice to Proceed from JPA, Provider shall commence construction of the Solar Facility and shall cause complete installation and start-up of Commercial Operation thereof on or before June 16, 2020 (the "Commercial Operation Deadline"), as such deadline may be extended as provided herein. Prior to the Commercial Operation Deadline, Provider shall:*

*(1) Effect the execution, in coordination with the JPA, of all agreements required for interconnection of the Solar Facility with the Distribution Utility, including, without limitation, the interconnection agreement(s) and net metering agreement(s) if applicable;*

*(2) Ensure that all necessary connections and equipment are installed in compliance with all applicable codes and standards, and that Provider has procured or caused the complete installation of all necessary equipment and protection devices to enable delivery of Output from the Delivery Points to JPA's facilities; and*

*(3) Obtain or cause to be obtained all necessary Permits, entitlements, contracts, and agreements required for the operation and maintenance of the Solar Facility and the sale and delivery of Output to JPA.*

(d) Section 11(C) of the Agreement entitled Relocation is hereby deleted and replaced in its entirety with the following:

*C. Relocation. On or after the seventh (7th) anniversary of the Commercial Operation Date, JPA may, at its option, require that the Solar Facility be permanently relocated, either on an existing Site or to another site owned and operated by JPA, at a location with at least equal insolation to the existing Site and reasonably acceptable to*



*both Parties (the “Relocation Site”). JPA shall give Provider at least sixty (60) calendar Days’ notice of JPA’s need to move or relocate the Solar Facility. Following agreement on a Relocation Site, the Parties will amend this Agreement to memorialize the required changes in the definition of “Site.”*

*JPA shall pay the reasonable costs arising in connection with the relocation of the Solar Facility, including removal costs, necessary storage costs, re-installation, re-commissioning costs, and any applicable interconnection fees. JPA shall additionally compensate Provider for any revenue during the period in which energy cannot be generated and delivered to JPA from the Solar Facility being relocated, at the JPA Suspension Rate, as defined below, prorated as needed to apply on a daily basis. JPA shall also execute such consents or releases reasonably required by Provider or Provider’s financing Parties in connection with the relocation. Within thirty (30) Days of agreement on a Relocation Site, Provider will provide JPA with a calculation of the estimated time required for such relocation, and the total anticipated amount of lost revenues and additional costs to be incurred by Provider as a result of such relocation. JPA will have twenty (20) Days to review the calculation and make, in writing, any objections to the calculation.*

*If an acceptable Relocation Site cannot be located, this Agreement shall terminate with respect to the applicable Site or Sites, upon Provider’s thirty (30) Days’ written notice. In the event that an acceptable Relocation Site cannot be agreed upon, JPA shall pay Provider an amount equal to the Termination Value for the Site requiring termination. In the event of a termination occurring under this Section, Provider shall remove the Solar Facility and restore the Site in accordance with Section 3, at no additional cost to the JPA.*

*The Parties acknowledge that JPA will require access to certain existing pipelines on the Site for maintenance and repair purposes in accordance with the terms and conditions of the License Agreement. To the extent JPA requires the Solar Facility to be temporarily removed and/or relocated, JPA shall pay to Provider the reasonable costs attributable to such temporary removal, relocation, and suspension of facility Output, including actual removal costs, necessary storage costs, actual re-installation and re-commissioning costs, interconnection fees applicable to the re-installation or re-commission, and lost revenues during the period in which energy cannot be generated and delivered to JPA due to the removal or relocation, payable at the JPA Suspension Rate (as defined below), prorated as needed to apply on a daily basis. JPA shall also execute such consents or releases reasonably required by Provider or Provider’s financing parties in connection with any such removal or relocation and suspension of facility Output.*

(e) Section 11(G) of the Agreement entitled Performance and Payment Bonds is hereby deleted in its entirety and replaced with “[Reserved].”

(f) Exhibit A to the Agreement entitled Definitions is hereby amended such that:

(i) the definition of “Cost Reimbursement Agreement” is deleted in its entirety and replaced with the following:

*“Cost Reimbursement Agreement”* means the Cost Reimbursement Agreement by and between the Parties attached hereto as Exhibit I.

and

(ii) the following terms and definitions are added in alphabetical order, as follows:

*“Effective Date of the First Amendment”* means September \_\_, 2019.

*“First Amendment”* means that certain Amendment No. 1 to Solar Power Purchase Agreement dated as of September \_\_, 2019 between Provider and JPA.

(g) Exhibit B to the Agreement is hereby deleted in its entirety and replaced with Annex 1, attached hereto.

(h) Exhibit C to the Agreement is hereby deleted in its entirety and replaced with Annex 2, attached hereto.

(i) Exhibit D to the Agreement is hereby deleted in its entirety and replaced with Annex 3, attached hereto.

(j) Exhibit F to the Agreement is hereby deleted in its entirety and replaced with Annex 4, attached hereto.

(k) Exhibit I to the Agreement is hereby deleted in its entirety and replaced with Annex 5, attached hereto.

### **3. No Further Amendments; Ratification; Conflicts.**

Except as specifically modified herein, the Agreement shall remain in full force and effect and no provision hereof shall be deemed a waiver of any other provision of the Agreement. The Agreement, as amended hereby, is hereby ratified and confirmed by the Parties hereto. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

### **4. Choice of Law.**

This Amendment shall be construed in accordance with the laws of the State of California (without regard to its conflict of laws principles). The venue for any dispute arising out of or relating to this Amendment shall be in the California County in which the Solar Facility is located.

### **5. Binding Effect.**

This Amendment and its rights, privileges, duties, and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

### **6. Authorization.**

Each person executing this Amendment on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Amendment.

**7. Counterparts.**

This Amendment may be executed in counterparts, which shall together constitute one and the same agreement. Electronic, facsimile, or copies of signature pages shall have the same force and effect as originals.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date set forth above.

**JPA:**

Las Virgenes-Triunfo Joint Powers Authority

By: \_\_\_\_\_

Name:

Title:

**PROVIDER:**

Las Virgenes Solar 1, LLC

By: 1115 Solar Development, LLC, its sole member and manager

By: \_\_\_\_\_

Name:

Title:

**Annex 1**

**Exhibit B**

**Site Power Price Chart**

<b>Contract Period, Months</b>	<b>Year</b>	<b>Price</b>		<b>Annual Production Estimate (kWh)</b>
1-12	1	\$0.05448	/kWhac	8,223,502
13-24	2	\$0.05448	/kWhac	8,182,385
25-36	3	\$0.05448	/kWhac	8,141,473
37-48	4	\$0.05448	/kWhac	8,100,765
49-60	5	\$0.05448	/kWhac	8,060,262
61-72	6	\$0.05448	/kWhac	8,019,960
73-84	7	\$0.05448	/kWhac	7,979,861
85-96	8	\$0.05448	/kWhac	7,939,961
97-108	9	\$0.05448	/kWhac	7,900,261
109-120	10	\$0.05448	/kWhac	7,860,760
121-132	11	\$0.05448	/kWhac	7,821,456
133-144	12	\$0.05448	/kWhac	7,782,349
145-156	13	\$0.05448	/kWhac	7,743,437
157-168	14	\$0.05448	/kWhac	7,704,720
169-180	15	\$0.05448	/kWhac	7,666,196
181-192	16	\$0.05448	/kWhac	7,627,865
193-204	17	\$0.05448	/kWhac	7,589,726
205-216	18	\$0.05448	/kWhac	7,551,778
217-228	19	\$0.05448	/kWhac	7,514,019
229-240	20	\$0.05448	/kWhac	7,476,449
241-252	21	\$0.05448	/kWhac	7,439,066
253-264	22	\$0.05448	/kWhac	7,401,871
265-276	23	\$0.05448	/kWhac	7,364,862
277-288	24	\$0.05448	/kWhac	7,328,037
289-300	25	\$0.05448	/kWhac	7,291,397

**Annex 2**

**Exhibit C**

**Site Termination Values**

<b>Contract Period, Months</b>	<b>Year</b>	<b>Termination Value per Watt</b>
1-12	1	\$1.980
13-24	2	\$1.845
25-36	3	\$1.709
37-48	4	\$1.574
49-60	5	\$1.438
61-72	6	\$1.301
73-84	7	\$1.260
85-96	8	\$1.219
97-108	9	\$1.177
109-120	10	\$1.135
121-132	11	\$1.093
133-144	12	\$1.049
145-156	13	\$1.006
157-168	14	\$0.961
169-180	15	\$0.917
181-192	16	\$0.871
193-204	17	\$0.826
205-216	18	\$0.779
217-228	19	\$0.732
229-240	20	\$0.685
241-252	21	\$0.637
253-264	22	\$0.589
265-276	23	\$0.541
277-288	24	\$0.492
289-300	25	\$0.443

**Annex 3**

**Exhibit D**

**Site Purchase Option Price**

<b>End of Year 6:</b>	\$4,565,000
<b>End of Year 10:</b>	\$3,906,000
<b>End of Year 15:</b>	\$3,040,000
<b>End of Year 20:</b>	Fair Market Value
<b>End of Year 25:</b>	Fair Market Value

**Annex 4**

**Exhibit F**

Output Guarantee Details

**Output Guarantee True-Up.** The Parties agree that no Energy Shortfall Amount that may accrue during a given Measurement Period shall become due and payable until the end of such Measurement Period. At the end of each Measurement Period, Provider shall provide JPA with a report detailing the Solar Facility’s actual Output (in AC kWh) for each Contract Year of the applicable Measurement Period. When providing the JPA with a true-up report, the Provider shall, upon the JPA’s request, make reasonable efforts to explain the data, calculations, and the results, and shall make available the underlying data and calculations.

If the delivered Output (in AC kWh) for each Contract Year of the applicable Measurement Period is greater than the Output Guarantee for such Measurement Period, then no Energy Shortfall Amount shall be due to the JPA.

If, however, the delivered Output (in AC kWh) for each Contract Year of the applicable Measurement Period is less than the Output Guarantee for such Measurement Period, then the Energy Shortfall Amount shall be due the JPA.

<b>Contract Period, Months</b>	<b>Contract Year</b>	<b>Output Guarantee Rate (per kWh)</b>
1-12	1	\$0.0248
13-24	2	\$0.0264
25-36	3	\$0.0280
37-48	4	\$0.0297
49-60	5	\$0.0314
61-72	6	\$0.0331
73-84	7	\$0.0348
85-96	8	\$0.0366
97-108	9	\$0.0384
109-120	10	\$0.0403
121-132	11	\$0.0422
133-144	12	\$0.0441



<b>Contract Period, Months</b>	<b>Contract Year</b>	<b>Output Guarantee Rate (per kWh)</b>
145-156	13	\$0.0461
157-168	14	\$0.0481
169-180	15	\$0.0502
181-192	16	\$0.0522
193-204	17	\$0.0544
205-216	18	\$0.0566
217-228	19	\$0.0588
229-240	20	\$0.0610
241-252	21	\$0.0634
253-264	22	\$0.0657
265-276	23	\$0.0681
277-288	24	\$0.0706
289-300	25	\$0.0731

**Annex 5**

**Exhibit I**

**Cost Reimbursement Agreement**

[ATTACHED BEHIND THIS COVER PAGE]

**AMENDED AND RESTATED COST REIMBURSEMENT AGREEMENT  
BETWEEN JPA AND PROVIDER**

This Amended and Restated Cost Reimbursement Agreement (“**Agreement**”) is entered into as of September \_\_, 2019 (the “**Date Hereof**”), by and between Las Virgenes-Triunfo Joint Powers Authority, a California public water JPA (“**JPA**”) and Las Virgenes Solar 1, LLC, a Delaware limited liability company (“**Provider**”). JPA and Provider are each referred to individually as a “**Party**” and together as the “**Parties.**”

**RECITALS**

- A. The JPA issued a Request for Proposals for Power Purchase Agreement for Solar Photovoltaic Systems dated September 12, 2018 (the “**RFP**”).
- B. The RFP requires that the successful bidder reimburse the JPA for certain costs incurred, including: (1) the costs of consultant services (“**Development Costs**”); (2) the JPA’s inspection costs (“**Inspection Costs**”); (3) the JPA’s CEQA consultant costs (“**CEQA Consultant Costs**”); (4) future landscaping costs (“**Landscaping Costs**”); (5) SCE Interconnection Facilities Costs & Distribution Upgrade Costs (“**SCE Interconnection Costs**”); and, (6) SCE 20-Year O&M Charges (“**SCE O&M Charges**”).
- C. After JPA’s receipt of all proposals in response to the RFP, Provider was determined to be the successful respondent in connection with the RFP.
- D. The Parties entered into a Cost Reimbursement Agreement dated April 10, 2019 (the “**Original Cost Reimbursement Agreement**”), pursuant to which Provider agreed to reimburse the JPA for certain of its Development Costs, Inspection Costs, CEQA Consultant Costs, Landscaping Costs, SCE Interconnection and Distribution Upgrade Costs, and SCE O&M Charges (collectively referred to herein as the “**Incurred Costs**”).
- E. The Parties now desire to amend, restate, and replace the Original Cost Reimbursement Agreement in its entirety as set forth herein, with effect from the execution and delivery of the Original Cost Reimbursement Agreement on April 10, 2019 (the “**Effective Date**”).

NOW, THEREFORE, in consideration of the covenants hereinafter contained and the foregoing recitals, which constitute a part of this Agreement, the Parties agree as follows:

**AGREEMENT**

- 1. Scope. The Parties have negotiated and entered into a solar power purchase agreement (“**PPA**”) for the project specified in Exhibit A (the “**Project**”). Provider shall reimburse and pay JPA the Incurred Costs in accordance with the terms and provisions of this Agreement.
- 2. Incurred Costs. The Incurred Costs are described and calculated as follows:
  - a. Development Costs. The Development Costs are the amount payable by JPA to its third party energy advisor (“**Energy Advisor**”) in consideration for consultant services provided by the Engineers and Energy Advisor to the JPA, including, but not limited to: analyzing and designing aspects of the Project, preparing the RFP and reviewing responses, facilitating the negotiation of the PPA, and overseeing the performance and completion of

the Project. Provider shall reimburse the JPA for the Development Costs actually incurred by the JPA in accordance with Section 3 herein. In no event will Provider be responsible for payment of any Development Costs in excess of \$276,611 (the “**Maximum Development Costs**”).

- b. Inspection Costs. The Inspection Costs consist of the JPA’s actual costs incurred in hiring an Inspector of Record (“**IOR**”) to oversee the Project. Provider shall reimburse the JPA for the Inspection Costs only to the extent the Inspection Services are performed, and only with respect to the Project that is built pursuant to the PPA. In no case will Provider be responsible for reimbursing the JPA for more than \$5,000 in Inspection Costs (the “**Maximum Inspection Costs**”). The JPA shall be responsible for any Inspection Costs in excess of the Maximum Inspection Costs.
- c. CEQA Consultant Costs. The CEQA Consultant Costs are the amount payable by JPA to its third party CEQA Consultants (“**Consultants**”) regarding services provided by the Consultants to the JPA, including, but not limited to: analyzing and overseeing the CEQA study of this Project. The CEQA Consultant Costs payable by Provider to the JPA shall be equal to \$45,000. In no case will Provider be responsible for reimbursing the JPA for more than \$45,000 in CEQA Consultant Costs (the “**Maximum CEQA Consultants Costs**”). The JPA shall be responsible for any CEQA Consultant Costs in excess of the Maximum CEQA Consultant Costs.
- d. Landscaping Costs. The Landscaping Costs are the amount payable by JPA to a third-party landscaping company (“**Landscapers**”) regarding services provided by the Landscapers to the JPA, including, landscaping associated with CEQA mitigation and screening requirements of the JPA. The Landscaping Costs payable by Provider to the JPA shall be equal to \$100,000. In no case will Provider be responsible for reimbursing the JPA for more than \$100,000 in Landscaping Costs (the “**Maximum Landscaping Costs**”). The JPA shall be responsible for any Landscaping Costs in excess of the Maximum Landscaping Costs.
- e. SCE Interconnection Facilities Costs and Distribution Upgrade Costs. The SCE Interconnection Costs are the amount payable by JPA to Southern California Edison (“**SCE**”) regarding the Interconnection and Distribution Upgrade costs identified in the Cost Envelope Report. The SCE Interconnection Costs are payable by Provider to the JPA and shall be equal to \$251,494.28. In no case will Provider be responsible for reimbursing JPA for more than \$251,494.28 in SCE Interconnection Costs (the “**Maximum SCE Interconnection Costs**”). The Parties acknowledge that any further reimbursements from SCE or additional payments to be made to SCE shall be received or paid, as applicable, by Borrego Solar Systems, Inc.
- f. SCE 20-Year O&M Charges. The SCE 20-Year O&M Charges are the amount payable by JPA to Southern California Edison (“**SCE**”) as a one-time lump sum payment for O&M costs associated with the Interconnection and Distribution Upgrade requirements of this project. The SCE 20-Year O&M Charges are payable by Provider to the JPA and shall be equal to \$147,062. In no case will Provider be responsible for reimbursing JPA for more than \$147,062 in SCE O&M Charges (the “**Maximum SCE O&M Charges**”).

3. Payment Schedule. Provider shall pay JPA as follows:
- a. 50% of the Development Costs within 15 days of the receipt of an invoice from JPA upon Provider's achievement of the earlier of (i) Provider's completion of the Construction Conditions Precedent as defined under the PPA or (ii) the Construction Start Deadline as defined under the PPA (the "**Conditions Precedent Milestone**"); and
  - b. 40% of the Development Costs within 15 days of the receipt of an invoice from JPA following the date on which the JPA issues Provider a Notice to Proceed (as defined in the PPA) (the "**NTP Milestone**"); and
  - c. 10% of the Development Costs within 15 days of the receipt of an invoice from JPA following the Commercial Operation Date of the final Project to be constructed (the "**COD Milestone**").
  - d. 100% of the Inspection Costs not previously reimbursed under this Agreement within 30 days of the later of (i) the date on which the JPA presents Provider with reasonably detailed evidence from the JPA's payments and (ii) the date that is 60 days after the Date Hereof, provided that in no case will Provider be required to pay any Inspection Costs in excess of the Maximum Inspection Costs.
  - e. 100% of the CEQA Consultant Costs not previously reimbursed under this Agreement within 30 days of the later of (i) the date on which the JPA presents Provider with reasonably detailed evidence from the JPA's payments and (ii) the date that is 60 days after the Date Hereof, provided that in no case will Provider be required to pay any CEQA Consultant Costs in excess of the Maximum CEQA Consultant Costs.
  - f. 100% of the Landscaping Costs not previously reimbursed under this Agreement within 30 days of the later of (i) the date on which the JPA presents Provider with reasonably detailed evidence from the JPA's payments and (ii) the date that is 60 days after the Date Hereof, provided that in no case will Provider be required to pay any Landscaping Costs in excess of the Maximum Landscaping Costs.
  - g. 100% of the SCE Interconnection Facilities Costs and Distribution Upgrade Costs not previously reimbursed under this Agreement within 30 days of the later of (i) the date on which the JPA presents Provider with reasonably detailed evidence from the JPA's payments and (ii) the date that is 60 days after the Date Hereof, provided that in no case will Provider be required to pay any SCE Interconnection Costs in excess of the Maximum SCE Interconnection Costs.
  - h. 100% of the SCE 20-Year O&M Charges not previously reimbursed under this Agreement within 30 days of the later of (i) the date on which the JPA presents Provider with reasonably detailed evidence from the JPA's payments and (ii) the date that is 60 days after the Date Hereof, provided that in no case will Provider be required to pay any SCE O&M Charges in excess of the Maximum SCE O&M Charges.

4. Miscellaneous.

- a. Term; Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until each Party has fulfilled all of its obligations to the other hereunder. Notwithstanding the foregoing, if Provider exercises its right under Section 10(A) of the PPA to terminate the PPA prior to the expiration thereof, then effective as of such termination date, this Agreement shall also terminate and Provider shall not owe any remaining amounts hereunder.
- b. Limitation of Liability. Neither Party, or its directors, officers, shareholders, Governing Board or members thereof, agents, employees, subcontractors or suppliers shall be liable for indirect, special, exemplary, or consequential damages of any nature arising out of any act or omission hereunder. A Party's aggregate liability arising out of or in connection with this Agreement shall be limited to an amount equal to the sum of the Maximum Development Costs, Maximum Inspection Costs, Maximum CEQA Consultant Costs, Maximum Landscaping Costs, Maximum SCE Interconnection Costs, and Maximum SCE O&M Charges.
- c. Dispute Resolution. Any dispute(s) between the Parties arising from or connected to this Agreement shall be handled in accordance with Section 15 of the applicable PPA.
- d. Governing Law; Choice of Forum. This Agreement shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Los Angeles, subject to transfer of venue under applicable State law.
- e. No Partnership. This Agreement shall not be construed or represented as creating any partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither Party shall be considered or represented as the agent of the other.
- f. Full Agreement; Modification. This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter, including, without limitation, the Original Cost Reimbursement Agreement, which Original Cost Reimbursement Agreement shall be deemed null and void, and of no further force or effect whatsoever following the Date Hereof. This Agreement may be modified only by a writing signed by both Parties.
- g. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- h. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

- i. Binding Effect; Assignment. Provider, by execution of this Agreement, acknowledges that Provider has read this Agreement, including any all Exhibits and attachments thereto, and understands them and agrees to be bound by their terms and conditions. Provider acknowledges and understands that Provider shall not assign this Agreement, in whole or in part, without prior written consent of the JPA. Assignment of this Agreement, or any rights, duties or obligations thereunder, without the express written consent of the JPA shall be void.
  
- j. Notices. All notices under this Agreement shall be in accordance with the provisions regarding notices set forth in Section 22(B) of the PPA, which Section is hereby incorporated by reference.
  
- k. Authority. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.**

**JPA:**

**Provider:**

**LAS VIRGENES-TRIUNFO JOINT POWERS  
AUTHORITY**

**LAS VIRGENES SOLAR 1, LLC  
By: 1115 Solar Development, LLC, its sole  
member and manager**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A

A solar photovoltaic system to be located at 3810 Las Virgenes Rd., Calabasas, CA 91302

### License Agreement

This License Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 2019 (the “**Effective Date**”), is by and between LAS VIRGENES SOLAR 1, LLC, a Delaware limited liability company (“**Licensee**” or “**LVS**”), and Las Virgenes Municipal Water District (“**Licensors**” or “**District**”). Capitalized terms not otherwise defined herein shall have the definitions attributed to them in that certain Solar Power Purchase Agreement, dated 2019, between LVS and Las Virgenes – Triunfo Joint Powers Authority (the “**PPA**”). District and LVS are sometimes referred to individually as a “Party” and collectively as the “Parties”.

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### WITNESSETH

WHEREAS, District owns the real property as identified in **Exhibit A** attached hereto (the “**Property**”); and

WHEREAS, the Las Virgenes – Triunfo Joint Powers Authority (“JPA”) owns and operates the water reclamation facility on the Property; and

WHEREAS, District wishes to license to LVS, upon approval from the JPA, a portion of the Property more particularly described in **Exhibit B** (the “**Premises**”) for the purpose of constructing, installing, owning, operating, and maintaining a solar photovoltaic system (the “**Solar Facility**”) as more particularly described in the PPA, and grant to LVS general access rights over the Property for the purpose of accessing the Premises and transmitting the electricity; and

WHEREAS, LVS desires that District grant a license to the Premises to LVS as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, LVS and District hereby agree as follows:

1. **License.** District hereby grants a non-exclusive license to LVS in that portion of the Premises identified in Exhibit B attached hereto as the Non-Exclusive License Area and an exclusive license to LVS in that portion of the Premises identified in Exhibit B as the Exclusive License Area and LVS hereby accepts the license from District, in the Premises, in accordance with the terms and conditions hereinafter set forth, for the purpose of LVS constructing, installing, owning, operating, and maintaining the Solar Facility (the “**License**”). LVS shall not use the Premises for any other purpose without the express written consent of District, which consent may be withheld in District’s sole and absolute discretion. The District may use and grant to third parties the right to use the Non-Exclusive License Area so long as such use is not inconsistent with and does not interfere with LVS’ use of the Non-Exclusive License Area for access to the Solar Facility. The parties acknowledge that the District has pipelines within the Exclusive License Area for storm water, sludge and reclaimed water. District shall not grant any rights to third parties in the Exclusive License Area. District shall have the right to access the Exclusive License Area to access its pipelines for the purposes of inspection, repair, maintenance, and replacement upon twenty-four hours’ notice to LVS, except in an emergency and then notice shall be given as soon as practicable. The District shall follow all reasonable rules of LVS in entering the Exclusive License Area, including but not limited to entering only while escorted by LVS, except in an emergency.

2. **Access Rights.** District hereby grants to LVS the right of access on, over, and through the Property as necessary or convenient to gain access to the Premises and the Solar Facility. In the event that a utility provider requires an easement in connection with LVS’s use of the Premises, District shall grant such necessary easement to the utility provider, provided that such easement is in a commercially reasonable and recordable form.

3. Benefits. LVS shall pay District one U.S. dollar (\$1.00) on the Effective Date as consideration for this Agreement.

4. Solar Facility Construction, Installation, Operation, and Ownership.

(a) District hereby consents to the design, construction, installation, operation, maintenance, repair, and periodic alteration, replacement, and removal of the Solar Facility on the Premises, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment, and utility interconnections.

(b) District acknowledges and agrees that LVS is the exclusive owner and operator of the Solar Facility and that all equipment comprising the Solar Facility shall remain the personal property of LVS and shall not become fixtures, notwithstanding the manner in which the Solar Facility is or may be affixed to any real property of District. District shall have no right, title, or interest in the Solar Facility or any component thereof, notwithstanding that the Solar Facility may be physically mounted or adhered to the Premises. District consents to the filing by LVS, on behalf of District, of a disclaimer of the Solar Facility as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. Throughout the Term, District covenants that LVS shall enjoy quiet and peaceful use, enjoyment, and possession of the rights granted under this Agreement.

5. Representations and Warranties, Covenants of District.

(a) District represents and warrants that District has lawful title to the Property.

(b) District represents and warrants that District (i) has been duly authorized to enter into this Agreement by all necessary action, and (ii) subject to the approval of the fee owner, if any, will not be in default under any agreement to which it is a party as a result of entering into this Agreement.

(c) District hereby discloses that, in the past, it has applied injections of wastewater sludge into the subsurface at the Property and done so in compliance with all applicable laws. Also, District has spread recycled water at the Property for disposal purposes, also in compliance with all applicable laws.

(d) District represents and warrants that there are no Hazardous Substances present on, in, or under the Property or Premises in violation of any applicable law. For purposes of this Agreement, "**Hazardous Substances**" means and includes, without limitation any substance, chemical, material, or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable present or future federal, state or local law, whether under common law, statute, rule, regulation, or otherwise, requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives, or other requirements of any governmental authority relating to or imposing liability or standards of conduct, disclosure, or notification with regard to the protection of human health, the environment, ecological conditions, or hazardous materials ("**Environmental Law**"); (ii) which is regulated by any governmental authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores, or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any governmental authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance,

material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation, or ordinance, including under any Environmental Law.

(e) District represents, warrants, and covenants that it shall not permit any lien, claim, right, or other encumbrance to attach to the Solar Facility and agrees to discharge any lien, claim, encumbrance, or interest that attaches to the Solar Facility (other than liens, claims, encumbrances, or interest placed on the Solar Facility by LVS or LVS's creditors).

6. Term. The term of this Agreement shall commence on the Effective Date and terminate on the date that is the last day of the month that follows the twenty-fifth (25th) anniversary of the Commercial Operation Date, as defined in the PPA (the "**Term**"); provided that any renewal of the PPA pursuant to Section 2 of the PPA shall extend the Term until the expiration of the final Renewal Term, as defined in Section 2 of the PPA. Upon extension of the Agreement pursuant to this Section 6, the Agreement shall terminate upon the earlier of the expiration of the PPA and the date that is thirty-five (35) years after the Effective Date of this Agreement. After termination of this Agreement, District grants LVS a license to enter the Premises for one hundred twenty (120) days to remove the Solar Facility. Notwithstanding the foregoing, if the PPA has terminated for any reason, this Agreement shall terminate on the date on which the PPA terminates. Under no circumstances shall the Term exceed an aggregate of 35 years.

7. Cooperation. District shall cooperate with LVS's requests to assist LVS in obtaining any necessary agreements, permits, approvals, including any zoning, land use, environmental, building, and other permits required to construct, install, operate, and maintain the Solar Facility and any Licenses and approvals from the utility necessary in order to interconnect the Solar Facility to the electrical system and/or the utility's electric distribution system. District shall obtain a non-disturbance agreement ("**NDA**") in favor of LVS from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, lenders to District, in a form reasonably acceptable to LVS.

8. Maintenance. LVS shall, at all times at LVS's sole cost and expense, maintain that portion of the Premises where the solar panels are located, in a manner sufficient to operate the Solar Facility. All maintenance and repairs shall be carried out in a manner that minimizes the impact on the Solar Facility.

9. Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any applicable law. If a Party becomes aware of any Hazardous Substances on, in, or under the Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend, and hold harmless the other Party and its Affiliates and their employees and agents from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands, and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment ("**Environmental Claims**"), that relate to or arise from such Party's activities on the Property or Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. District shall further indemnify, defend, and hold harmless LVS and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on, or under the Premises as of the Effective Date. The indemnifications in this Section 9 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority. District shall be responsible for and shall promptly conduct any

investigation and remediation as required by any applicable Environmental Law or other law relating to all spills or other releases of any Hazardous Substances to the extent not caused by LVS, that have occurred, or which may occur on the Property. This Section 9 shall survive the termination or expiration of this Agreement.

10. Events of Default, Remedies.

(a) The following events shall be defaults with respect to District (each, a “**District Event of Default**”):

(i) District breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after LVS’s written notice of such breach and District fails to so cure, or (B) District otherwise fails to commence within such thirty (30) day period and diligently pursue and complete within ninety (90) days said cure, if a longer cure period is needed; and

(ii) District fails to pay LVS any undisputed amount due LVS under this Agreement within thirty (30) days from receipt of written notice from LVS of such past due amount; and

(iii) A condemning authority takes all, or a portion, of the Premises which in LVS’s opinion is sufficient to render the Premises unsuitable for LVS’s use.

If a District Event of Default has occurred and is continuing, in addition to other remedies that may be expressly provided herein, LVS may terminate this Agreement and pursue any and all remedies provided to LVS under the PPA.

(b) The following events shall be defaults with respect to LVS (each, a “**LVS Event of Default**”):

(i) LVS breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after District’s written notice of such breach and LVS fails to so cure, or (B) LVS otherwise fails to commence within such thirty (30) day period and diligently pursue and complete within ninety (90) days said cure, if a longer cure period is needed; and

(ii) LVS fails to pay District any undisputed amount due District under this Agreement within thirty (30) days from receipt of written notice from District of such past due amount.

If a LVS Event of Default has occurred and is continuing, in addition to other remedies that may be expressly provided herein, District may terminate this Agreement.

11. Assignment. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed; provided, however, that LVS may in its sole discretion and without the consent of District assign any of its rights, duties, or obligations under this Agreement to (i) one or more of its Affiliates, (ii) to a Secured Party, (iii) collaterally assign or pledge its interest hereunder in connection with any financing of the Solar Facility, or (iv) any person succeeding to all or substantially all of the assets of LVS, (any of the foregoing being a “**Permitted Transfer**”). An assignment by either Party in accordance with this Section 11 shall, provided that assignee assumes the assignor’s obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns.

12. Incorporation of PPA Terms. District acknowledges the terms of the PPA Sections 7 (Ownership of Solar Facility, Output, Green Attributes, and Environmental Financial Incentives), 13(B) (Insolation), 14(E) (Limitation on Liability), 16 (Taxes; Liens), 17 (Liability and Indemnity; Insurance), 19(B) (Collateral Assignment by Provider for Financing Purposes), and 20 (Confidentiality; Publicity) are hereby incorporated by reference and are made a part hereof as if set forth herein at length, District being substituted for JPA under the PPA and LVS being substituted for “Provider” under the PPA and with respect to Section 19(B), this Agreement being substituted for “this Agreement”.

13. Amendments. This Agreement may be amended only in writing signed by LVS and District or their respective successors in interest or permitted assigns.

14. Notices. All notices and communications concerning this Agreement shall be in writing and shall be delivered as provided in the PPA Section 22(B).

15. Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

16. Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

17. Choice of Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without reference to any choice of law principles.

18. Binding Effect. This Agreement and its rights, privileges, duties, and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

19. Counterparts. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or .pdf signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

20. Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Agreement.

21. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22. Compliance With Laws. LVS shall not use the Premises or any part thereof or suffer or permit LVS’s agents or contractors to do anything in or about the Premises in conflict with any applicable law, statute, zoning restriction, ordinance, or governmental law, code, rule, or regulation affecting (a) the condition, use, or occupancy of the Premises or (b) the construction, installation, ownership, operation, or maintenance of the Solar Facility. LVS shall not commit any public or private nuisance or any other act or practice which would materially disturb the quiet enjoyment of any occupant of nearby properties.

23. Conflicts. To the extent any conflicts exist between this Agreement and the PPA, the terms of the PPA shall control.

24. Recording. District hereby consents to the recording of a Memorandum of License, at LVS's sole cost, in substantially the form of Exhibit C attached hereto.

[signature page following]

IN WITNESS WHEREOF intending to be legally bound hereby, the Parties have executed this Agreement as of the Effective Date.

**District:**

LAS VIRGENES MUNICIPAL WATER DISTRICT, a Municipal Water District of the State of California

By: \_\_\_\_\_

Name:

Title:

**LVS:**

LAS VIRGENES SOLAR 1, LLC

By: 1115 Solar Development, LLC,  
its sole member and manager

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CALABASAS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: (APN: 4455-025-900 portion)

THOSE PORTIONS OF THE LAND DESCRIBED AS PARCELS ONE, TWO "A" AND TWO "B" IN FINAL ORDER OF CONDEMNATION, SUPERIOR COURT CASE NO. C 296564, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 22, 1985 AS [INSTRUMENT NO. 85-450302](#) OF OFFICIAL RECORDS, LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALABASAS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 2069-011-904)

THAT PORTION OF THE LAND DESCRIBED AS PARCEL TWO "A" IN FINAL ORDER OF CONDEMNATION, SUPERIOR COURT CASE NO. C 296564, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 22, 1985 AS [INSTRUMENT NO. 85-450302](#) OF OFFICIAL RECORDS, LYING WITHIN SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALABASAS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL C: (APN: 2069-011-907)

THAT PORTION OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 30, WITH CENTERLINE "C" OF LAS VIRGENES ROAD AS SHOWN ON TRACT MAP NO. 44436, FILED IN [BOOK 1148 PAGES 59 THROUGH 61 OF MAPS](#) IN THE OFFICE OF THE REGISTRAR-RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA; THENCE ALONG SAID CENTERLINE NORTH 10 DEGREES 34 MINUTES 30 SECONDS EAST 315.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 10 DEGREES 34 MINUTES 30 SECONDS EAST 603.99 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 79 DEGREES 25 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE SOUTH 10 DEGREES 34 MINUTES 30 SECONDS WEST 561.28 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED AS [INSTRUMENT NO. 85-450302](#) ON APRIL 22, 1985 IN FAVOR OF LAS VIRGENES MUNICIPAL WATER DISTRICT; THENCE NORTH 88 DEGREES 24 MINUTES 54 SECONDS WEST ALONG SAID NORTHERLY LINE 273.36 FEET; THENCE NORTH 79 DEGREES 25 MINUTES 30 SECONDS WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING.



**EXHIBIT B**  
**PREMISES LEGAL DESCRIPTION**

Basis of Bearings:

The Basis of Bearings for this Legal Description is in terms of the California Coordinate System North American Datum 83 (CCS 83), Zone 5, as established using Continuously Operating Reference Stations (CORS) per HXGN SmartNet and are per Epoch 2018.75.

Local coordinates for the following points were established using the control listed above:

Per Tract Map No. 60488 in Book 1392 at pages 30 through 39, inclusive, of Maps filed in the office of the Registrar Recorder of Los Angeles County:

Found 2" Iron Pipe with Brass Cap marked "County Engineer RE 5869" at the Easterly 1/4 Corner of Section 30, Township 1 North, Range 17 West, San Bernardino Base and Meridian. Northing = 1,874,050.01 Easting = 6,351,772.07

Found 2-1/2" Brass Cap marked "County Engineer RE 7078" at the Center of Section 30, Township 1 North, Range 17 West, San Bernardino Base and Meridian.

Northing = 1,8740,59.01 Easting = 6,349,110.84

Bearing and Distance between said monuments is North 89°48'23" West, 2661.25 Feet.

**NON-EXCLUSIVE LICENSE AREA**

That portion of Section 30 and Section 31, Township 1 North, Range 17 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof, approved June 20, 1896 by U.S. Surveyor Generals Office and on file in the Bureau of Land Management Office, more particularly described as follows:

**Commencing** at the South Quarter Corner of said Section 30; thence North 00°08'57" West, a distance of 7.00 feet along the North-South Section Centerline of said Section 30 to the **True Point of Beginning**; thence leaving said North-South Section Centerline North 76°30'50" East, a distance of 52.03 feet; thence North 79°20'53" East, a distance of 141.60 feet; thence South 80°23'53" East, a distance of 45.79 feet; thence North 86°54'30" East, a distance of 36.85 to the Northerly prolongation of the most Westerly line of the Solar Site Lease Area per unrecorded Performance Guarantee Agreement (PPA) entered into April 12, 2013, by Las Virgenes – Triunfo Joint Power Authority and Solar City Corporation; thence along said prolongation and Westerly line South 03°33'34" West, a distance of 71.48 feet (PPA Record: North 03°34'21" West) to a point herein referred to as **Point "A"**; thence South 86°54'30" West, a distance of 36.47 feet; thence North 80°23'53" West, a distance of 41.00 feet; thence South 79°20'53" West, a distance of 127.16 feet; thence South 76°30'50" West, a distance of 105.57 feet to the beginning of a 271.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 23°18'56", an arc distance of 110.28 feet to the beginning of a reverse 40.00 foot radius curve, concave Southeasterly, a radial line to said point bears North 09°49'46" East; thence Westerly and Southerly along the arc of said curve through a central angle of 97°19'02", an arc distance of 67.94 feet to the beginning of a reverse 30.00 foot radius curve, concave Westerly, a radial line to said point bears South 87°29'16" East; thence Southerly along the arc of said curve through a central angle of 08°29'07", an arc distance of 4.44 feet; thence South

10°59'51" West, a distance of 64.43 feet; thence South 06°38'09" West, a distance of 152.82 feet; thence South 05°07'59" West, a distance of 159.63 feet to the beginning of a non-tangent 170.00 foot radius curve, concave Easterly, a radial line to said point bears South 82°57'23" West; thence Southerly along the arc of said curve through a central angle of 31°07'30", an arc distance of 92.35 feet to the beginning of a reverse 85.00 foot radius curve, concave Westerly, a radial line to said point bears North 51°49'53" East; thence Southerly along the arc of said curve through a central angle of 51°15'38", an arc distance of 76.05 feet; thence South 13°05'31" West, a distance of 8.10 feet; thence South 05°43'07" East, a distance of 5.15 feet to the beginning of a 130.00 foot radius curve, concave Easterly; thence Southerly along the arc of said curve through a central angle of 29°36'55", an arc distance of 67.19 feet; thence South 35°20'02" East, a distance of 43.69 feet; thence South 42°04'59" East, a distance of 31.57 feet to the beginning of a non-tangent 120.00 foot radius curve, concave Northerly, a radial line to said point bears South 27°31'47" West; thence Easterly along the arc of said curve through a central angle of 30°24'31", an arc distance of 63.69 feet; thence North 87°07'16" East, a distance of 77.11 feet; thence North 81°20'54" East, a distance of 69.24 feet; thence North 83°38'07" East, a distance of 34.47 feet to the beginning of a 571.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 12°35'41", an arc distance of 125.52 feet; thence South 83°46'12" East, a distance of 13.14 feet to the beginning of a 104.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 37°33'04", an arc distance of 68.16 feet; thence North 58°40'44" East, a distance of 102.85 feet to the beginning of a 111.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 41°30'42", an arc distance of 80.42 feet; thence South 79°48'34" East, a distance of 53.76 feet; thence South 73°59'10" East, a distance of 73.23 feet to the beginning of a 329.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 39°57'11", an arc distance of 229.42 feet; thence North 66°03'39" East, a distance of 104.14 feet to the beginning of a 136.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 45°56'50", an arc distance of 109.06 feet; thence South 67°59'31" East, a distance of 15.65 feet to the beginning of a 179.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 23°31'00", an arc distance of 73.47 feet; thence North 88°29'29" East, a distance of 9.83 feet; thence North 68°45'56" East, a distance of 12.66 feet to the beginning of a 399.00 foot radius curve, concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of 19°56'41", an arc distance of 138.89 feet; thence North 48°49'15" East, a distance of 51.38 feet; thence North 24°12'26" East, a distance of 78.93 feet to a point on the Southwesterly line of said Solar Site Lease Area per unrecorded Performance Guarantee Agreement (PPA) entered into April 12, 2013, by Las Virgenes – Triunfo Joint Power Authority and Solar City Corporation; thence along said Southwesterly line and the Southeasterly prolongation thereof South 66°19'07" East, a distance of 71.00 feet (PPA Record: North 66°18'20" West); thence South 24°12'26" West, a distance of 95.07 feet; thence South 48°49'15" West, a distance of 66.87 feet to the beginning of a 470.00 foot radius curve, concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of 19°56'41", an arc distance of 163.61 feet; thence South 68°45'56" West, a distance of 25.00 feet; thence South 88°29'29" West, a distance of 22.18 feet to the beginning of a 250.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 23°31'00", an arc distance of 102.61 feet; thence North 67°59'31" West, a distance of 15.65 feet to the beginning of a 65.00 foot radius curve, concave Southerly; thence Westerly along the arc of said curve through a central angle of 45°56'50", an arc distance of 52.13 feet; thence South 66°03'39" West, a distance of 104.14 feet

to the beginning of a 400.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 39°57'11", an arc distance of 278.92 feet; thence North 73°59'10" West, a distance of 69.62 feet; thence North 79°48'34" West, a distance of 50.15 feet to the beginning of a 40.00 foot radius curve, concave Southerly; thence Westerly along the arc of said curve through a central angle of 41°30'42", an arc distance of 28.98 feet; thence South 58°40'44" West, a distance of 102.85 feet to the beginning of a 175.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 37°33'04", an arc distance of 114.69 feet; thence North 83°46'12" West, a distance of 13.14 feet to the beginning of a 500.00 foot radius curve, concave Southerly; thence Westerly along the arc of said curve through a central angle of 12°35'41", an arc distance of 109.91 feet; thence South 83°38'07" West, a distance of 33.05 feet; thence South 81°20'54" West, a distance of 71.41 feet; thence South 87°07'16" West, a distance of 83.93 feet to the beginning of a 200.00 foot radius curve, concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of 51°51'46", an arc distance of 181.04 feet; thence North 41°00'58" West, a distance of 8.42 feet to the beginning of a 140.00 foot radius curve, concave Easterly; thence Northerly along the arc of said curve through a central angle of 45°44'37", an arc distance of 111.77 feet to the beginning of a reverse 20.00 foot radius curve, concave Southwesterly, a radial line to said point bears South 85°16'21" East; thence Northwesterly along the arc of said reverse curve through a central angle of 71°55'49", an arc distance of 25.11 feet; thence North 67°12'10" West, a distance of 78.36 feet to the centerline of Las Virgenes Road per Tract Map No. 43788 filed April 16, 1987 in Book 1084 at Pages 61 through 70, inclusive, of Maps in the office of the Registrar Recorder of Los Angeles County; thence Northerly along said centerline the following four (4) courses: thence North 05°58'50" East, a distance of 641.55 feet; thence North 10°46'20" East, a distance of 3.15 feet to the Northerly line of said Section 31; thence continuing along said centerline North 10°46'20" East, a distance of 315.23 feet; thence North 10°46'20" East, a distance of 100.88 feet; thence leaving said centerline at right angle South 79°13'40" East, a distance of 50.00 feet to the Easterly 50.00 foot half-width sideline of Las Virgenes Road as shown on Record of Survey filed May 22, 1990 in Book 119 at Page 1 of Records of Survey in the office of the Registrar Recorder of Los Angeles County; thence South 60°28'53" East, a distance of 86.73 feet; thence South 24°59'41" West, a distance of 110.80 feet; thence South 19°29'00" West, a distance of 71.15 feet; thence South 03°00'07" East, a distance of 93.23 feet; thence South 09°20'25" West, a distance of 48.64 feet; thence South 13°39'08" West, a distance of 55.79 feet; thence South 82°44'10" East, a distance of 33.24 feet to the beginning of a 200.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 20°45'00" an arc distance of 72.43 feet; thence North 76°30'50" East, a distance of 55.30 feet to the **True Point of Beginning**.

Exception No. 1:

Excepting therefrom any portion thereof lying within said Solar Site Lease Area per unrecorded Performance Guarantee Agreement (PPA) entered into April 12, 2013, by Las Virgenes – Triunfo Joint Power Authority and Solar City Corporation.

Exception No. 2:

Also Excepting therefrom any portion thereof lying within dedicated Right-of-Way of Las Virgenes Road as shown on Tract Map No. 43788 filed April 16, 1987 in Book 1084 at Pages 61 through 70, inclusive, of Maps in the office of the Registrar Recorder of Los Angeles County.

Exception No. 3:

Also Excepting therefrom any portion thereof lying within dedicated Right-of-Way of Las Virgenes Road as shown on Record of Survey filed May 22, 1990 in Book 119 at Page 1 of Records of Survey in the office of the Registrar Recorder of Los Angeles County, lying within said Section 30.

**EXCLUSIVE LICENSE AREA**

That portion of Section 30 and Section 31, Township 1 North, Range 17 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof, approved June 20, 1896 by U.S. Surveyor Generals Office and on file in the Bureau of Land Management Office, more particularly described as follows:

**Beginning** at the previously described Point "A"; thence South 86°54'30" West, a distance of 36.47 feet; thence North 80°23'53" West, a distance of 41.00 feet; thence South 79°20'53" West, a distance of 127.16 feet; thence South 76°30'50" West, a distance of 105.57 feet to the beginning of a 271.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 23°18'56", an arc distance of 110.28 feet to the beginning of a reverse 40.00 foot radius curve, concave Southeasterly, a radial line to said point bears North 09°49'46" East; thence Westerly and Southerly along the arc of said curve through a central angle of 97°19'02", an arc distance of 67.94 feet to the beginning of a reverse 30.00 foot radius curve, concave Westerly, a radial line to said point bears South 87°29'16" East; thence Southerly along the arc of said curve through a central angle of 08°29'07", an arc distance of 4.44 feet; thence South 10°59'51" West, a distance of 64.43 feet; thence South 06°38'09" West, a distance of 152.82 feet; thence South 05°07'59" West, a distance of 159.63 feet to the beginning of a 170.00 foot radius curve, concave Easterly; thence Southerly along the arc of said curve through a central angle of 31°07'30", an arc distance of 92.35 feet to the beginning of a reverse 85.00 foot radius curve, concave Westerly, a radial line to said point bears North 51°49'53" East; thence Southerly along the arc of said curve through a central angle of 51°15'38", an arc distance of 76.05 feet; thence South 13°05'31" West, a distance of 8.10 feet; thence South 05°43'07" East, a distance of 5.15 feet to the beginning of a 130.00 foot radius curve, concave Easterly; thence Southerly along the arc of said curve through a central angle of 29°36'55", an arc distance of 67.19 feet; thence South 35°20'02" East, a distance of 43.69 feet; thence South 42°04'59" East, a distance of 31.57 feet to the beginning of a 120.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 30°24'31", an arc distance of 63.69 feet; thence North 87°07'16" East, a distance of 77.11 feet; thence North 81°20'54" East, a distance of 69.24 feet; thence North 83°38'07" East, a distance of 34.47 feet to the beginning of a 571.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 12°35'41", an arc distance of 125.52 feet; thence South 83°46'12" East, a distance of 13.14 feet to the beginning of a 104.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 37°33'04", an arc distance of 68.16 feet; thence North 58°40'44" East, a distance of 102.85 feet to the beginning of a 111.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 41°30'42", an arc distance of 80.42 feet; thence South 79°48'34" East, a distance of 53.76 feet; thence South 73°59'10" East, a distance of 73.23 feet to the beginning of a 329.00 foot radius curve, concave

Northerly; thence Easterly along the arc of said curve through a central angle of 39°57'11", an arc distance of 229.42 feet; thence North 66°03'39" East, a distance of 104.14 feet to the beginning of a 136.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 45°56'50", an arc distance of 109.06 feet; thence South 67°59'31" East, a distance of 15.65 feet to the beginning of a 179.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 23°31'00", an arc distance of 73.47 feet; thence North 88°29'29" East, a distance of 9.83 feet; thence North 68°45'56" East, a distance of 12.66 feet to the beginning of a 399.00 foot radius curve, concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of 19°56'41", an arc distance of 138.89 feet; thence North 48°49'15" East, a distance of 51.38 feet; thence North 24°12'26" East, a distance of 78.93 feet to a point on the Southwesterly line of said Solar Site Lease Area per unrecorded Performance Guarantee Agreement (PPA) entered into April 12, 2013, by Las Virgenes – Triunfo Joint Power Authority and Solar City Corporation; thence along said Solar Site Lease Area the following five (5) courses; North 66°19'07" West, a distance of 260.76 feet (PPA Record: North 66°18'20" West); thence North 59°16'18" West, a distance of 746.34 feet (PPA Record: North 59°15'31" West, 746.34 feet) to the beginning of a 150.00 foot radius curve, concave Southerly; thence Westerly along the arc of said curve through a central angle of 48°08'03", an arc distance of 126.01 feet (PPA Record: angle 48°08'03", distance 126.01 feet, radius 150.00 feet); thence South 72°35'39" West, a distance of 48.18 feet (PPA Record: North 72°36'26" East, 48.18 feet) to the beginning of a 60.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 20°57'55", an arc distance of 21.95 feet (PPA Record: angle 20°57'55", distance 21.95 feet, radius 60.00 feet) to previously described most Westerly line of said Solar Site Lease Area; thence along the Southerly prolongation of said Westerly line South 03°33'34" West, a distance of 9.20 feet (PPA Record: South 03°34'21" West) to the **Point of Beginning**.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part thereof.



**EXHIBIT "B"**

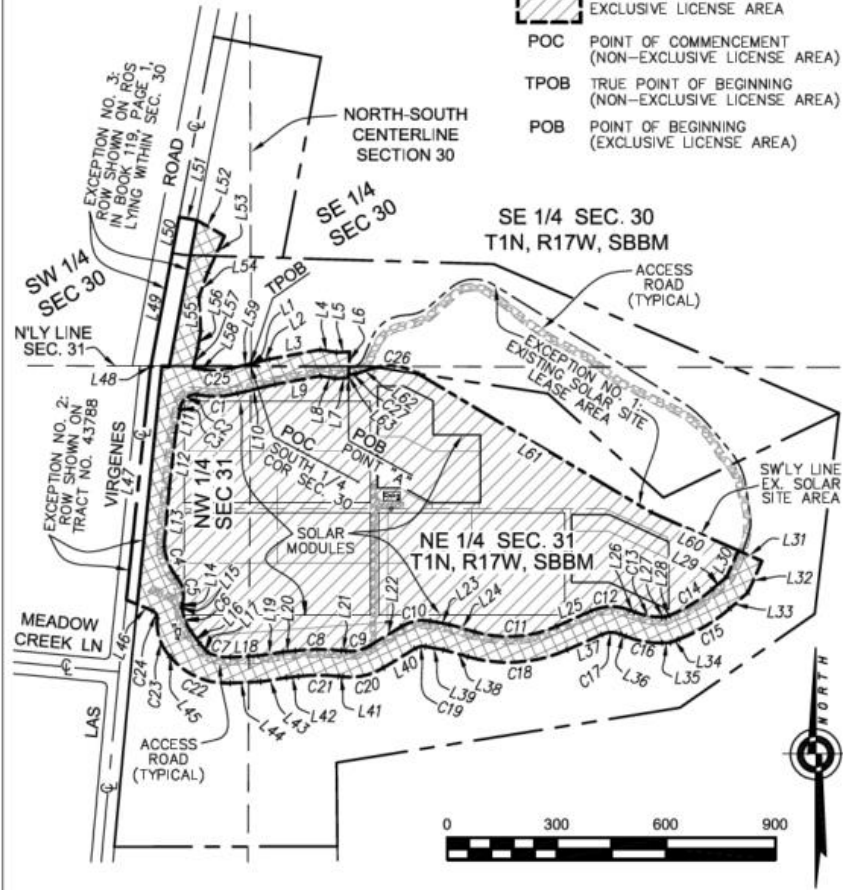
SHEET 1 OF 2

**NOTE**

SEE SHEET 2 FOR DATA TABLES AND VICINITY MAP

**LEGEND**

-  NON-EXCLUSIVE LICENSE AREA
-  EXCLUSIVE LICENSE AREA
- POC POINT OF COMMENCEMENT (NON-EXCLUSIVE LICENSE AREA)
- TPOB TRUE POINT OF BEGINNING (NON-EXCLUSIVE LICENSE AREA)
- POB POINT OF BEGINNING (EXCLUSIVE LICENSE AREA)



**HOPWOOD LAND SURVEYING**  
 253 EAST JASON STREET  
 ENCINITAS, CA

**LICENSE AGREEMENT EXHIBIT**  
 3810 LAS VIRGENES ROAD  
 CALABASAS, CA. 91302

HLS JOB NO: 6928 DWG: LIC AGMT EXH B DATE: 2019 06 01



**EXHIBIT "B"**

SHEET 2 OF 2



**LINE DATA TABLE**

NO.	BEARING	LENGTH
L1	N00°08'57"W	7.00'
L2	N76°30'50"E	52.03'
L3	N79°20'53"E	141.60'
L4	N80°23'53"W	45.79'
L5	N86°54'30"E	36.85'
L6	N03°33'34"E	71.48'
L7	N86°54'30"E	36.47'
L8	N80°23'53"W	41.00'
L9	N79°20'53"E	127.16'
L10	N76°30'50"E	105.57'
L11	N10°59'51"E	64.43'
L12	N06°38'09"E	152.82'
L13	N05°07'59"E	159.63'
L14	N13°05'31"E	8.10'
L15	N05°43'07"W	5.15'
L16	N35°20'02"W	43.69'
L17	N42°04'59"W	31.57'
L18	N87°07'16"E	77.11'
L19	N81°20'54"E	69.24'
L20	N83°38'07"E	34.47'
L21	N83°46'12"W	13.14'
L22	N58°40'44"E	102.85'
L23	N79°48'34"W	53.76'
L24	N73°59'10"W	73.23'
L25	N66°03'39"E	104.14'
L26	N67°59'31"W	15.65'
L27	N88°29'29"E	9.83'
L28	N68°45'56"E	12.66'
L29	N48°49'15"E	51.38'
L30	N24°12'26"E	78.93'
L31	N66°19'07"W	71.00'
L32	N24°12'26"E	95.07'

**LINE DATA TABLE CONT.**

NO.	BEARING	LENGTH
L33	N48°49'15"E	66.87'
L34	N68°45'56"E	25.00'
L35	N88°29'29"E	22.18'
L36	N67°59'31"W	15.65'
L37	N66°03'39"E	104.14'
L38	N73°59'10"W	69.62'
L39	N79°48'34"W	50.15'
L40	N58°40'44"E	102.85'
L41	N83°46'12"W	13.14'
L42	N83°38'07"E	33.05'
L43	N81°20'54"E	71.41'
L44	N87°07'16"E	83.93'
L45	N41°00'58"W	8.42'
L46	N67°12'10"W	78.36'
L47	N05°58'50"E	641.55'
L48	N10°46'20"E	3.15'
L49	N10°46'20"E	315.23'
L50	N10°46'20"E	100.88'
L51	N79°13'40"W	50.00'
L52	N60°28'53"W	86.73'
L53	N24°59'41"E	110.80'
L54	N19°29'00"E	71.15'
L55	N03°00'07"W	93.23'
L56	N09°20'25"E	48.64'
L57	N13°39'08"E	55.79'
L58	N82°44'10"W	33.24'
L59	N76°30'50"E	55.30'
L60	N66°19'07"W	260.76'
L61	N59°16'18"W	746.34'
L62	N72°35'39"E	48.18'
L63	N03°33'34"E	9.20'

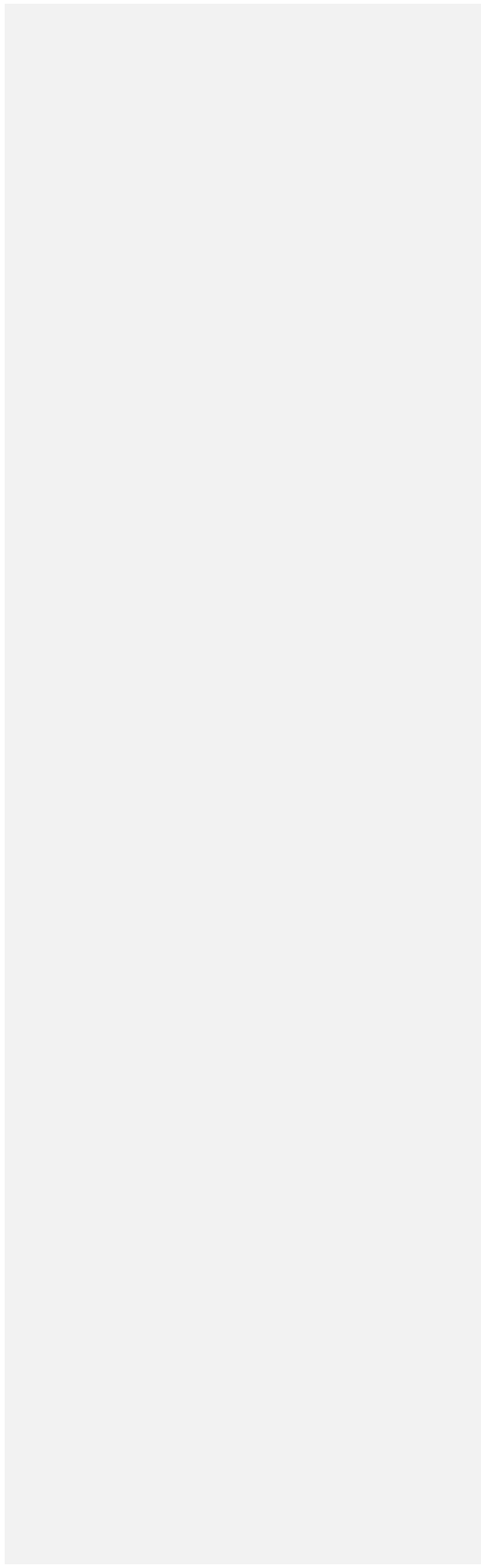
**CURVE DATA TABLE**

NO.	DELTA	RADIUS	LENGTH
C1	Δ=23°18'56"	271.00'	110.28'
C2	Δ=97°19'02"	40.00'	67.94'
C3	Δ=08°29'07"	30.00'	4.44'
C4	Δ=31°07'30"	170.00'	92.35'
C5	Δ=51°15'38"	85.00'	76.05'
C6	Δ=29°36'55"	130.00'	67.19'
C7	Δ=30°24'31"	120.00'	63.69'
C8	Δ=12°35'41"	571.00'	125.52'
C9	Δ=37°33'04"	104.00'	68.16'
C10	Δ=41°30'42"	111.00'	80.42'
C11	Δ=39°57'11"	329.00'	229.42'
C12	Δ=45°56'50"	136.00'	109.06'
C13	Δ=23°31'00"	179.00'	73.47'
C14	Δ=19°56'41"	399.00'	138.89'
C15	Δ=19°56'41"	470.00'	163.61'
C16	Δ=23°31'00"	250.00'	102.61'
C17	Δ=45°56'50"	65.00'	52.13'
C18	Δ=39°57'11"	400.00'	278.92'
C19	Δ=41°30'42"	40.00'	28.98'
C20	Δ=37°33'04"	175.00'	114.69'
C21	Δ=12°35'41"	500.00'	109.91'
C22	Δ=51°51'46"	200.00'	181.04'
C23	Δ=45°44'37"	140.00'	111.77'
C24	Δ=71°55'49"	20.00'	25.11'
C25	Δ=20°45'00"	200.00'	72.43'
C26	Δ=48°08'03"	150.00'	126.01'
C27	Δ=20°57'55"	60.00'	21.95'

**HOPWOOD LAND SURVEYING**  
 253 EAST JASON STREET  
 ENCINITAS, CA  
 H.L.S. JOB NO: 6928    DWG: LIC AGMT EXH B    DATE: 2019 06 01

**LICENSE AGREEMENT EXHIBIT**  
 3810 LAS VIRGENES ROAD  
 CALABASAS, CA. 91302

**EXHIBIT C**  
**FORM OF MEMORANDUM OF LICENSE**  
[See attached]





**Recording Requested by and  
after recording return to:**

Las Virgenes Solar 1, LLC  
c/o Borrego Solar Systems, Inc.  
1814 Franklin Street, Suite 700  
Oakland, CA 96412  
Attn: Legal Department

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No transfer tax due. Term of License is less than 35 years.

**MEMORANDUM OF LICENSE AGREEMENT**

THIS MEMORANDUM OF LICENSE AGREEMENT (the "**Memorandum**"), is made as of \_\_\_\_\_, 2019, by and between Las Virgenes Municipal Water District, with a principal place of business located at \_\_\_\_\_, California ("**District**") and Las Virgenes Solar 1, LLC, a Delaware limited liability company with its principal place of business located at 1814 Franklin Street, Suite 700, Oakland, California 94612 ("**LVS**").

**RECITALS**

A. District is the owner of the real property located in Los Angeles County, California, more particularly described in **Exhibit A** attached hereto (the "**Property**").

B. District and LVS are parties to that certain License Agreement (the "**License**") dated as of \_\_\_\_\_, 2019 (the "**Effective Date**"). Pursuant to the License, District has licensed a portion of the Property (the "**Premises**") to LVS as more particularly described in **Exhibit B** attached hereto.

**AGREEMENT**

1. District licenses to LVS and LVS licenses from District, for the Term (as defined below), the Premises in accordance with the terms and provisions of the License.

2. District grants to LVS for the Term, the right of access on, over, and through the Property as necessary and convenient to gain access to the Premises and the Solar Facility (as defined in the License) in accordance with the terms and provisions of the License.

3. The term of the License (the "**Term**") commenced on the Effective Date and terminates on the date that is the last day of the month that follows the twenty-fifth anniversary of the Commercial Operation Date, or upon termination of the parties' Solar Power Purchase Agreement as set forth in section 6 of the License. The Term can be extended for up to two (2) successive terms of five (5) years each, but in no event shall the Term exceed thirty-five (35) years.

4. All of the terms, covenants, and conditions of the License are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the rights created by the License.

5. As set forth more fully in the License, (a) District shall not interfere with the insolation of solar energy over the Solar Facility, and (b) the Solar Facility shall remain the personal property of LVS and shall not attach to, or be deemed a part of, or fixture to, the Property.

6. This Memorandum shall be governed by the laws of the State of California.

7. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the date first above written.

**District:**

LAS VIRGENES MUNICIPAL WATER DISTRICT, a Municipal Water District of the State of California

By: \_\_\_\_\_

Name:

Title:

**LVS:**

LAS VIRGENES SOLAR 1, LLC

By: 1115 Solar Development, LLC,  
its sole member and manager

By: \_\_\_\_\_

Name:

Title:

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 \_\_\_\_\_  
County of \_\_\_\_\_  
On \_\_\_\_\_, \_\_\_\_\_ before me \_\_\_\_\_, Notary  
Public personally appeared \_\_\_\_\_,  
\_\_\_\_\_ 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 \_\_\_\_\_ that the  
foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (seal)

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 \_\_\_\_\_  
County of \_\_\_\_\_  
On \_\_\_\_\_, \_\_\_\_\_ before me \_\_\_\_\_, Notary  
Public personally appeared \_\_\_\_\_,  
\_\_\_\_\_ 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 \_\_\_\_\_ that the  
foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (seal)

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CALABASAS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: (APN: 4455-025-900 portion)

THOSE PORTIONS OF THE LAND DESCRIBED AS PARCELS ONE, TWO "A" AND TWO "B" IN FINAL ORDER OF CONDEMNATION, SUPERIOR COURT CASE NO. C 296564, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 22, 1985 AS [INSTRUMENT NO. 85-450302](#) OF OFFICIAL RECORDS, LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALABASAS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 2069-011-904)

THAT PORTION OF THE LAND DESCRIBED AS PARCEL TWO "A" IN FINAL ORDER OF CONDEMNATION, SUPERIOR COURT CASE NO. C 296564, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 22, 1985 AS [INSTRUMENT NO. 85-450302](#) OF OFFICIAL RECORDS, LYING WITHIN SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALABASAS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL C: (APN: 2069-011-907)

THAT PORTION OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 30, WITH CENTERLINE "C" OF LAS VIRGENES ROAD AS SHOWN ON TRACT MAP NO. 44436, FILED IN [BOOK 1148 PAGES 59 THROUGH 61 OF MAPS](#) IN THE OFFICE OF THE REGISTRAR-RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA; THENCE ALONG SAID CENTERLINE NORTH 10 DEGREES 34 MINUTES 30 SECONDS EAST 315.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 10 DEGREES 34 MINUTES 30 SECONDS EAST 603.99 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 79 DEGREES 25 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE SOUTH 10 DEGREES 34 MINUTES 30 SECONDS WEST 561.28 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED AS [INSTRUMENT NO. 85-450302](#) ON APRIL 22, 1985 IN FAVOR OF LAS VIRGENES MUNICIPAL WATER DISTRICT; THENCE NORTH 88 DEGREES 24 MINUTES 54 SECONDS WEST ALONG SAID NORTHERLY LINE 273.36 FEET; THENCE NORTH 79 DEGREES 25 MINUTES 30 SECONDS WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

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## EXHIBIT B

### PREMISES LEGAL DESCRIPTION

#### Basis of Bearings:

The Basis of Bearings for this Legal Description is in terms of the California Coordinate System North American Datum 83 (CCS 83), Zone 5, as established using Continuously Operating Reference Stations (CORS) per HXGN SmartNet and are per Epoch 2018.75.

Local coordinates for the following points were established using the control listed above:

Per Tract Map No. 60488 in Book 1392 at pages 30 through 39, inclusive, of Maps filed in the office of the Registrar Recorder of Los Angeles County:

Found 2" Iron Pipe with Brass Cap marked "County Engineer RE 5869" at the Easterly 1/4 Corner of Section 30, Township 1 North, Range 17 West, San Bernardino Base and Meridian. Northing = 1,874,050.01 Easting = 6,351,772.07

Found 2-1/2" Brass Cap marked "County Engineer RE 7078" at the Center of Section 30, Township 1 North, Range 17 West, San Bernardino Base and Meridian.

Northing = 1,8740,59.01 Easting = 6,349,110.84

Bearing and Distance between said monuments is North 89°48'23" West, 2661.25 Feet.

#### NON-EXCLUSIVE LICENSE AREA

That portion of Section 30 and Section 31, Township 1 North, Range 17 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof, approved June 20, 1896 by U.S. Surveyor Generals Office and on file in the Bureau of Land Management Office, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30; thence North 00°08'57" West, a distance of 7.00 feet along the North-South Section Centerline of said Section 30 to the **True Point of Beginning**; thence leaving said North-South Section Centerline North 76°30'50" East, a distance of 52.03 feet; thence North 79°20'53" East, a distance of 141.60 feet; thence South 80°23'53" East, a distance of 45.79 feet; thence North 86°54'30" East, a distance of 36.85 to the Northerly prolongation of the most Westerly line of the Solar Site Lease Area per unrecorded Performance Guarantee Agreement (PPA) entered into April 12, 2013, by Las Virgenes – Triunfo Joint Power Authority and Solar City Corporation; thence along said prolongation and Westerly line South 03°33'34" West, a distance of 71.48 feet (PPA Record: North 03°34'21" West) to a point herein referred to as **Point "A"**; thence South 86°54'30" West, a distance of 36.47 feet; thence North 80°23'53" West, a distance of 41.00 feet; thence South 79°20'53" West, a distance of 127.16 feet; thence South 76°30'50" West, a distance of 105.57 feet to the beginning of a 271.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 23°18'56", an arc distance of 110.28 feet to the beginning of a reverse 40.00 foot radius curve, concave Southeasterly, a radial line to said point bears North 09°49'46" East; thence Westerly and Southerly along the arc of said curve through a central angle of 97°19'02", an arc distance of 67.94 feet to the beginning of a reverse 30.00 foot radius curve, concave Westerly, a radial line to said point bears South 87°29'16" East; thence Southerly along the arc

of said curve through a central angle of 08°29'07", an arc distance of 4.44 feet; thence South 10°59'51" West, a distance of 64.43 feet; thence South 06°38'09" West, a distance of 152.82 feet; thence South 05°07'59" West, a distance of 159.63 feet to the beginning of a non-tangent 170.00 foot radius curve, concave Easterly, a radial line to said point bears South 82°57'23" West; thence Southerly along the arc of said curve through a central angle of 31°07'30", an arc distance of 92.35 feet to the beginning of a reverse 85.00 foot radius curve, concave Westerly, a radial line to said point bears North 51°49'53" East; thence Southerly along the arc of said curve through a central angle of 51°15'38", an arc distance of 76.05 feet; thence South 13°05'31" West, a distance of 8.10 feet; thence South 05°43'07" East, a distance of 5.15 feet to the beginning of a 130.00 foot radius curve, concave Easterly; thence Southerly along the arc of said curve through a central angle of 29°36'55", an arc distance of 67.19 feet; thence South 35°20'02" East, a distance of 43.69 feet; thence South 42°04'59" East, a distance of 31.57 feet to the beginning of a non-tangent 120.00 foot radius curve, concave Northerly, a radial line to said point bears South 27°31'47" West; thence Easterly along the arc of said curve through a central angle of 30°24'31", an arc distance of 63.69 feet; thence North 87°07'16" East, a distance of 77.11 feet; thence North 81°20'54" East, a distance of 69.24 feet; thence North 83°38'07" East, a distance of 34.47 feet to the beginning of a 571.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 12°35'41", an arc distance of 125.52 feet; thence South 83°46'12" East, a distance of 13.14 feet to the beginning of a 104.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 37°33'04", an arc distance of 68.16 feet; thence North 58°40'44" East, a distance of 102.85 feet to the beginning of a 111.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 41°30'42", an arc distance of 80.42 feet; thence South 79°48'34" East, a distance of 53.76 feet; thence South 73°59'10" East, a distance of 73.23 feet to the beginning of a 329.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 39°57'11", an arc distance of 229.42 feet; thence North 66°03'39" East, a distance of 104.14 feet to the beginning of a 136.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 45°56'50", an arc distance of 109.06 feet; thence South 67°59'31" East, a distance of 15.65 feet to the beginning of a 179.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 23°31'00", an arc distance of 73.47 feet; thence North 88°29'29" East, a distance of 9.83 feet; thence North 68°45'56" East, a distance of 12.66 feet to the beginning of a 399.00 foot radius curve, concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of 19°56'41", an arc distance of 138.89 feet; thence North 48°49'15" East, a distance of 51.38 feet; thence North 24°12'26" East, a distance of 78.93 feet to a point on the Southwesterly line of said Solar Site Lease Area per unrecorded Performance Guarantee Agreement (PPA) entered into April 12, 2013, by Las Virgenes – Triunfo Joint Power Authority and Solar City Corporation; thence along said Southwesterly line and the Southeasterly prolongation thereof South 66°19'07" East, a distance of 71.00 feet (PPA Record: North 66°18'20" West); thence South 24°12'26" West, a distance of 95.07 feet; thence South 48°49'15" West, a distance of 66.87 feet to the beginning of a 470.00 foot radius curve, concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of 19°56'41", an arc distance of 163.61 feet; thence South 68°45'56" West, a distance of 25.00 feet; thence South 88°29'29" West, a distance of 22.18 feet to the beginning of a 250.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 23°31'00", an arc distance of 102.61 feet; thence North 67°59'31" West, a distance of 15.65 feet to the beginning of a 65.00 foot radius curve, concave Southerly; thence Westerly along the arc of said curve through a central angle of

45°56'50", an arc distance of 52.13 feet; thence South 66°03'39" West, a distance of 104.14 feet to the beginning of a 400.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 39°57'11", an arc distance of 278.92 feet; thence North 73°59'10" West, a distance of 69.62 feet; thence North 79°48'34" West, a distance of 50.15 feet to the beginning of a 40.00 foot radius curve, concave Southerly; thence Westerly along the arc of said curve through a central angle of 41°30'42", an arc distance of 28.98 feet; thence South 58°40'44" West, a distance of 102.85 feet to the beginning of a 175.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 37°33'04", an arc distance of 114.69 feet; thence North 83°46'12" West, a distance of 13.14 feet to the beginning of a 500.00 foot radius curve, concave Southerly; thence Westerly along the arc of said curve through a central angle of 12°35'41", an arc distance of 109.91 feet; thence South 83°38'07" West, a distance of 33.05 feet; thence South 81°20'54" West, a distance of 71.41 feet; thence South 87°07'16" West, a distance of 83.93 feet to the beginning of a 200.00 foot radius curve, concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of 51°51'46", an arc distance of 181.04 feet; thence North 41°00'58" West, a distance of 8.42 feet to the beginning of a 140.00 foot radius curve, concave Easterly; thence Northerly along the arc of said curve through a central angle of 45°44'37", an arc distance of 111.77 feet to the beginning of a reverse 20.00 foot radius curve, concave Southwesterly, a radial line to said point bears South 85°16'21" East; thence Northwesterly along the arc of said reverse curve through a central angle of 71°55'49", an arc distance of 25.11 feet; thence North 67°12'10" West, a distance of 78.36 feet to the centerline of Las Virgenes Road per Tract Map No. 43788 filed April 16, 1987 in Book 1084 at Pages 61 through 70, inclusive, of Maps in the office of the Registrar Recorder of Los Angeles County; thence Northerly along said centerline the following four (4) courses: thence North 05°58'50" East, a distance of 641.55 feet; thence North 10°46'20" East, a distance of 3.15 feet to the Northerly line of said Section 31; thence continuing along said centerline North 10°46'20" East, a distance of 315.23 feet; thence North 10°46'20" East, a distance of 100.88 feet; thence leaving said centerline at right angle South 79°13'40" East, a distance of 50.00 feet to the Easterly 50.00 foot half-width sideline of Las Virgenes Road as shown on Record of Survey filed May 22, 1990 in Book 119 at Page 1 of Records of Survey in the office of the Registrar Recorder of Los Angeles County; thence South 60°28'53" East, a distance of 86.73 feet; thence South 24°59'41" West, a distance of 110.80 feet; thence South 19°29'00" West, a distance of 71.15 feet; thence South 03°00'07" East, a distance of 93.23 feet; thence South 09°20'25" West, a distance of 48.64 feet; thence South 13°39'08" West, a distance of 55.79 feet; thence South 82°44'10" East, a distance of 33.24 feet to the beginning of a 200.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 20°45'00" an arc distance of 72.43 feet; thence North 76°30'50" East, a distance of 55.30 feet to the **True Point of Beginning**.

Exception No. 1:

Excepting therefrom any portion thereof lying within said Solar Site Lease Area per unrecorded Performance Guarantee Agreement (PPA) entered into April 12, 2013, by Las Virgenes – Triunfo Joint Power Authority and Solar City Corporation.

Exception No. 2:

Also Excepting therefrom any portion thereof lying within dedicated Right-of-Way of Las Virgenes Road as shown on Tract Map No. 43788 filed April 16, 1987 in Book 1084 at Pages 61 through 70, inclusive, of Maps in the office of the Registrar Recorder of Los Angeles County.



Exception No. 3:

Also Excepting therefrom any portion thereof lying within dedicated Right-of-Way of Las Virgenes Road as shown on Record of Survey filed May 22, 1990 in Book 119 at Page 1 of Records of Survey in the office of the Registrar Recorder of Los Angeles County, lying within said Section 30.

**EXCLUSIVE LICENSE AREA**

That portion of Section 30 and Section 31, Township 1 North, Range 17 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof, approved June 20, 1896 by U.S. Surveyor Generals Office and on file in the Bureau of Land Management Office, more particularly described as follows:

**Beginning** at the previously described **Point "A"**; thence South 86°54'30" West, a distance of 36.47 feet; thence North 80°23'53" West, a distance of 41.00 feet; thence South 79°20'53" West, a distance of 127.16 feet; thence South 76°30'50" West, a distance of 105.57 feet to the beginning of a 271.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 23°18'56", an arc distance of 110.28 feet to the beginning of a reverse 40.00 foot radius curve, concave Southeasterly, a radial line to said point bears North 09°49'46" East; thence Westerly and Southerly along the arc of said curve through a central angle of 97°19'02", an arc distance of 67.94 feet to the beginning of a reverse 30.00 foot radius curve, concave Westerly, a radial line to said point bears South 87°29'16" East; thence Southerly along the arc of said curve through a central angle of 08°29'07", an arc distance of 4.44 feet; thence South 10°59'51" West, a distance of 64.43 feet; thence South 06°38'09" West, a distance of 152.82 feet; thence South 05°07'59" West, a distance of 159.63 feet to the beginning of a 170.00 foot radius curve, concave Easterly; thence Southerly along the arc of said curve through a central angle of 31°07'30", an arc distance of 92.35 feet to the beginning of a reverse 85.00 foot radius curve, concave Westerly, a radial line to said point bears North 51°49'53" East; thence Southerly along the arc of said curve through a central angle of 51°15'38", an arc distance of 76.05 feet; thence South 13°05'31" West, a distance of 8.10 feet; thence South 05°43'07" East, a distance of 5.15 feet to the beginning of a 130.00 foot radius curve, concave Easterly; thence Southerly along the arc of said curve through a central angle of 29°36'55", an arc distance of 67.19 feet; thence South 35°20'02" East, a distance of 43.69 feet; thence South 42°04'59" East, a distance of 31.57 feet to the beginning of a 120.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 30°24'31", an arc distance of 63.69 feet; thence North 87°07'16" East, a distance of 77.11 feet; thence North 81°20'54" East, a distance of 69.24 feet; thence North 83°38'07" East, a distance of 34.47 feet to the beginning of a 571.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 12°35'41", an arc distance of 125.52 feet; thence South 83°46'12" East, a distance of 13.14 feet to the beginning of a 104.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 37°33'04", an arc distance of 68.16 feet; thence North 58°40'44" East, a distance of 102.85 feet to the beginning of a 111.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 41°30'42", an arc distance of 80.42 feet; thence South 79°48'34" East, a distance of 53.76 feet; thence South 73°59'10" East, a distance of 73.23 feet to the beginning of a 329.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 39°57'11", an arc

distance of 229.42 feet; thence North 66°03'39" East, a distance of 104.14 feet to the beginning of a 136.00 foot radius curve, concave Southerly; thence Easterly along the arc of said curve through a central angle of 45°56'50", an arc distance of 109.06 feet; thence South 67°59'31" East, a distance of 15.65 feet to the beginning of a 179.00 foot radius curve, concave Northerly; thence Easterly along the arc of said curve through a central angle of 23°31'00", an arc distance of 73.47 feet; thence North 88°29'29" East, a distance of 9.83 feet; thence North 68°45'56" East, a distance of 12.66 feet to the beginning of a 399.00 foot radius curve, concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of 19°56'41", an arc distance of 138.89 feet; thence North 48°49'15" East, a distance of 51.38 feet; thence North 24°12'26" East, a distance of 78.93 feet to a point on the Southwesterly line of said Solar Site Lease Area per unrecorded Performance Guarantee Agreement (PPA) entered into April 12, 2013, by Las Virgenes – Triunfo Joint Power Authority and Solar City Corporation; thence along said Solar Site Lease Area the following five (5) courses; North 66°19'07" West, a distance of 260.76 feet (PPA Record: North 66°18'20" West); thence North 59°16'18" West, a distance of 746.34 feet (PPA Record: North 59°15'31" West, 746.34 feet) to the beginning of a 150.00 foot radius curve, concave Southerly; thence Westerly along the arc of said curve through a central angle of 48°08'03", an arc distance of 126.01 feet (PPA Record: angle 48°08'03", distance 126.01 feet, radius 150.00 feet); thence South 72°35'39" West, a distance of 48.18 feet (PPA Record: North 72°36'26" East, 48.18 feet) to the beginning of a 60.00 foot radius curve, concave Northerly; thence Westerly along the arc of said curve through a central angle of 20°57'55", an arc distance of 21.95 feet (PPA Record: angle 20°57'55", distance 21.95 feet, radius 60.00 feet) to previously described most Westerly line of said Solar Site Lease Area; thence along the Southerly prolongation of said Westerly line South 03°33'34" West, a distance of 9.20 feet (PPA Record: South 03°34'21" West) to the **Point of Beginning**.

Attached hereto is a drawing labeled Exhibit 'B' and by this reference made a part thereof.



**EXHIBIT "B"**

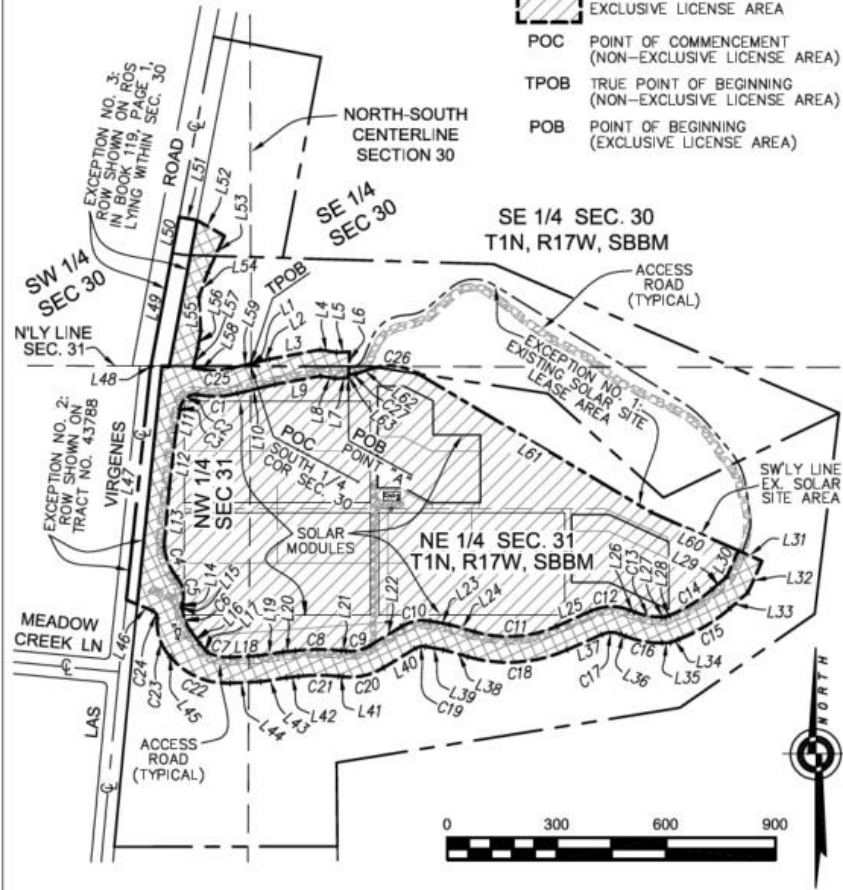
SHEET 1 OF 2

**NOTE**

SEE SHEET 2 FOR DATA TABLES AND VICINITY MAP

**LEGEND**

-  NON-EXCLUSIVE LICENSE AREA
-  EXCLUSIVE LICENSE AREA
- POC POINT OF COMMENCEMENT (NON-EXCLUSIVE LICENSE AREA)
- TPOB TRUE POINT OF BEGINNING (NON-EXCLUSIVE LICENSE AREA)
- POB POINT OF BEGINNING (EXCLUSIVE LICENSE AREA)



**HOPWOOD LAND SURVEYING**  
 253 EAST JASON STREET  
 ENCINITAS, CA

**LICENSE AGREEMENT EXHIBIT**  
 3810 LAS VIRGENES ROAD  
 CALABASAS, CA. 91302

HLS JOB NO: 6928 DWG: LIC AGMT EXH B DATE: 2019 06 01

**EXHIBIT "B"**

SHEET 2 OF 2



**VICINITY MAP**  
NOT TO SCALE

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N00°08'57"W	7.00'
L2	N76°30'50"E	52.03'
L3	N79°20'53"E	141.60'
L4	N80°23'53"W	45.79'
L5	N86°54'30"E	36.85'
L6	N03°33'34"E	71.48'
L7	N86°54'30"E	36.47'
L8	N80°23'53"W	41.00'
L9	N79°20'53"E	127.16'
L10	N76°30'50"E	105.57'
L11	N10°59'51"E	64.43'
L12	N06°38'09"E	152.82'
L13	N05°07'59"E	159.63'
L14	N13°05'31"E	8.10'
L15	N05°43'07"W	5.15'
L16	N35°20'02"W	43.69'
L17	N42°04'59"W	31.57'
L18	N87°07'16"E	77.11'
L19	N81°20'54"E	69.24'
L20	N83°38'07"E	34.47'
L21	N83°46'12"W	13.14'
L22	N58°40'44"E	102.85'
L23	N79°48'34"W	53.76'
L24	N73°59'10"W	73.23'
L25	N66°03'39"E	104.14'
L26	N67°59'31"W	15.65'
L27	N88°29'29"E	9.83'
L28	N68°45'56"E	12.66'
L29	N48°49'15"E	51.38'
L30	N24°12'26"E	78.93'
L31	N66°19'07"W	71.00'
L32	N24°12'26"E	95.07'

LINE DATA TABLE CONT.

NO.	BEARING	LENGTH
L33	N48°49'15"E	66.87'
L34	N68°45'56"E	25.00'
L35	N88°29'29"E	22.18'
L36	N67°59'31"W	15.65'
L37	N66°03'39"E	104.14'
L38	N73°59'10"W	69.62'
L39	N79°48'34"W	50.15'
L40	N58°40'44"E	102.85'
L41	N83°46'12"W	13.14'
L42	N83°38'07"E	33.05'
L43	N81°20'54"E	71.41'
L44	N87°07'16"E	83.93'
L45	N41°00'58"W	8.42'
L46	N67°12'10"W	78.36'
L47	N05°58'50"E	641.55'
L48	N10°46'20"E	3.15'
L49	N10°46'20"E	315.23'
L50	N10°46'20"E	100.88'
L51	N79°13'40"W	50.00'
L52	N60°28'53"W	86.73'
L53	N24°59'41"E	110.80'
L54	N19°29'00"E	71.15'
L55	N03°00'07"W	93.23'
L56	N09°20'25"E	48.64'
L57	N13°39'08"E	55.79'
L58	N82°44'10"W	33.24'
L59	N76°30'50"E	55.30'
L60	N66°19'07"W	260.76'
L61	N59°16'18"W	746.34'
L62	N72°35'39"E	48.18'
L63	N03°33'34"E	9.20'

CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C1	Δ=23°18'56"	271.00'	110.28'
C2	Δ=97°19'02"	40.00'	67.94'
C3	Δ=08°29'07"	30.00'	4.44'
C4	Δ=31°07'30"	170.00'	92.35'
C5	Δ=51°15'38"	85.00'	76.05'
C6	Δ=29°36'55"	130.00'	67.19'
C7	Δ=30°24'31"	120.00'	63.69'
C8	Δ=12°35'41"	571.00'	125.52'
C9	Δ=37°33'04"	104.00'	68.16'
C10	Δ=41°30'42"	111.00'	80.42'
C11	Δ=39°57'11"	329.00'	229.42'
C12	Δ=45°56'50"	136.00'	109.06'
C13	Δ=23°31'00"	179.00'	73.47'
C14	Δ=19°56'41"	399.00'	138.89'
C15	Δ=19°56'41"	470.00'	163.61'
C16	Δ=23°31'00"	250.00'	102.61'
C17	Δ=45°56'50"	65.00'	52.13'
C18	Δ=39°57'11"	400.00'	278.92'
C19	Δ=41°30'42"	40.00'	28.98'
C20	Δ=37°33'04"	175.00'	114.69'
C21	Δ=12°35'41"	500.00'	109.91'
C22	Δ=51°51'46"	200.00'	181.04'
C23	Δ=45°44'37"	140.00'	111.77'
C24	Δ=71°55'49"	20.00'	25.11'
C25	Δ=20°45'00"	200.00'	72.43'
C26	Δ=48°08'03"	150.00'	126.01'
C27	Δ=20°57'55"	60.00'	21.95'

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HLS JOB NO: 6928 DWG: LIC AGMT EXH B DATE: 2019 06 01



## Memorandum

To: Las Virgenes-Triunfo JPA  
 From: Syrus Devers, Best Best & Krieger  
 Date: August, 2019  
 Re: Monthly State Political Report

### Legislative Report

The Summer Recess ended on August 12th, which started the most frantic time of the year. All remaining bills have 30 days to get to the Governor’s desk. The Governor gets extra time to consider bills passed near the end of session, but knowing the exact date when that happens is something of an art. In general, the Governor has 12 days to act on a bill, unless the 12th day falls on a weekend or a holiday. Any bill that is “in possession” of the Governor on the last day of session, which means the 12-day clock has not run out, must be acted on within 30 days. Ordinarily, you’d count back 13 days from the end of session to determine the date after which the Governor gets more time to act. Session ends on September 13th this year, but September 1st is a Sunday and September 2nd is a holiday, which makes September 3rd the trigger for giving the Governor until 30 days after session ends to act on a bill, or October 13th with no allowance for Sundays or holidays. For any bill passed before the 3rd, the 12-day rule applies.

But there’s a catch: the clock doesn’t start until a bill is “enrolled” to the Governor, which simply means the paperwork is done. During busy times, like end of session, there can be delays “engrossing and enrolling” a bill, which pushes back the date an unknown number of days. Assume the Governor has until October 13th to consider any bill passed in the last week of August.

Don’t bother trying to remember any of that because the rules change for the second year of the biennial session.

Here are the significant bills signed by the Governor during the recess:

**SB 200 (Monning):** the “Safe and Affordable Drinking Water Fund”. The Governor went to great lengths to tout his signature on SB 200 by traveling to Sanger (along with Senator Monning) to meet with residents and sign the bill. Where’s Sanger? Why, it’s right across the river from Wahtoke, next to Tombstone Territory. (On a more serious note, located near the middle of the San Joaquin Valley on the Kings River, Sanger was hit with both contaminated ground water and severe water shortages during the drought.)

**AB 756 (C. Garcia):** Per- and Polyfluoroalkyl (PFAS) standards. The Governor waited until the last possible day to sign the bill and did so without comment. A Governor usually does this to make opponents feel like they had every opportunity to be heard. It's possible that there was debate within the staff, but speculation is that the SWRCB said, "Don't worry. We'll make it work. Everything will be fine".

*And just for fun, Newsom also signed...*

**SB 27 (McGuire):** the Presidential Tax Transparency and Accountability Act. (A.k.a., the Donald Trump bill.) If you want to run for President of these United States and appear on the ballot in California, you gotta show your taxes. For good measure it applies to the Governor as well, which gave Newsom another opportunity to brag about releasing 6 years of tax returns when he ran for Governor.

Since returning from recess the Senate Appropriations committees sent AB 402 (Quirk) to the Suspense File.<sup>1</sup> This is the bill to fund Local Primacy Agencies through the Safe Drinking Water Fund, which makes it operate like a tax on water agencies. BB&K staff is part of a group that has been meeting with key Senators during the recess. Likewise, SB 1 (Atkins) was sent to the Suspense File by the Assembly Appropriations Committee. This is the bill to maintain the *status quo* on labor and environmental regulations should the Trump administration try to weaken them. The author rejected amendments sought by the staff of the administration to continue the process of dealing with state and federal endangered species issues in the Central Valley Project through voluntary agreements. This could jeopardize passage of the bill on the Assembly Floor, but more likely it will lead to another round of negotiations.

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<sup>1</sup> The Suspense File is for bills that will cost the state over \$150,000 if enacted into law. The date has not been set for the Suspense File hearing, but it likely be on Friday, Aug. 30th, which is the last day a fiscal bill may be heard in committee.

# Las Virgenes-Triunfo JPA

Prepared by Best Best & Krieger LLP

August 22, 2019

## A. Priority Support/Oppose

Measure	Author	Topic	Location	Brief Summary	Position	Notes 1
<a href="#">AB 292</a>	<a href="#">Quirk D</a>	Recycled water: raw water and groundwater augmentation.	8/13/2019-S. THIRD READING	Current law requires the State Water Resources Control Board, on or before December 31, 2023, to adopt uniform water recycling criteria for direct potable reuse through raw water augmentation, as specified. Current law defines “direct potable reuse” and “indirect potable reuse for groundwater recharge” for these purposes. This bill would eliminate the definition of “direct potable reuse” and instead would substitute the term “groundwater augmentation” for “indirect potable reuse for groundwater recharge” in these definitions. The bill would revise the definition of “treated drinking water augmentation.”	Support	Sent letter to Quirk and members of the Environmental Safety and Toxic Materials Committee on 3/5/19. Sent support letter to Senator Allen, Chair of the Senate Env. Qual Committee on 5/22/19.
<a href="#">AB 402</a>	<a href="#">Quirk D</a>	State Water Resources Control Board: local primacy delegation: funding stabilization program.	8/12/2019-S. APPR. SUSPENSE FILE	The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health, including, but not limited to, conducting research, studies, and demonstration programs relating to the provision of a dependable, safe supply of drinking water, enforcing the federal Safe Drinking Water Act, adopting implementing regulations, and conducting studies and investigations to assess the quality of water in private domestic water supplies. This bill would authorize the state board to delegate partial responsibility for the act’s administration and enforcement by means of a local primacy delegation agreement. The bill would authorize the state board, for counties that have not been delegated primary responsibility as of January 1, 2020, to offer an opportunity for the county to apply for partial or primary responsibility if the state board determines that it needs assistance in performing administrative and enforcement activities, as specified.	Oppose unless amended	Sent oppose letter to Sen. Stern on June 11.
<a href="#">AB 756</a>	<a href="#">Garcia, Cristina D</a>	Public water systems: perfluoroalkyl substances and polyfluoroalkyl substances.	7/31/2019-A. CHAPTER ED	Would authorize the State Water Resources Control Board to order a public water system to monitor for perfluoroalkyl substances and polyfluoroalkyl substances. The bill would require a community water system or a nontransient noncommunity water system, upon a detection of these substances, to report that detection, as specified. The bill would require a community water system or a nontransient noncommunity water system		



				where a detected level of these substances exceeds the response level to take a water source where the detected levels exceed the response level out of use or provide a prescribed public notification.		
<a href="#">AB 1180</a>	<a href="#">Friedman D</a>	Water: recycled water.	6/24/2019-S. APPR. SUSPENSE FILE	The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Current law requires, on or before January 1, 2020, the state board to adopt standards for backflow protection and cross-connection control through the adoption of a policy handbook, as specified. This bill would require that handbook to include provisions for the use of a swivel or changeover device to supply potable water to a dual-plumbed system during an interruption in recycled water service.	Support	Sent letter to Assembly member Friedman and Quirk, Chair of the Environmental Safety and Toxic Materials Committee on 3/19/19.
<a href="#">SB 1</a>	<a href="#">Atkins D</a>	California Environmental, Public Health, and Workers Defense Act of 2019.	8/21/2019-A. APPR. SUSPENSE FILE	Current state law regulates the discharge of air pollutants into the atmosphere. The Porter-Cologne Water Quality Control Act regulates the discharge of pollutants into the waters of the state. The California Safe Drinking Water Act establishes standards for drinking water and regulates drinking water systems. The California Endangered Species Act requires the Fish and Game Commission to establish a list of endangered species and a list of threatened species, and generally prohibits the taking of those species. This bill would require specified agencies to take prescribed actions regarding certain federal requirements and standards pertaining to air, water, and protected species, as specified.	Oppose unless amended	Letter sent to to Assembly Appropriations and the author on August 5. Bill in current form disrupts voluntary settlement agreements/does not support sound scientific evidence.
<a href="#">SB 134</a>	<a href="#">Hertzberg D</a>	Water conservation: water losses: enforcement.	8/20/2019-S. ENROLLMENT	Current law requires the State Water Resources Control Board, no earlier than January 1, 2019, and no later than July 1, 2020, to adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses. This bill would prohibit the board from issuing an information order, written notice, or conservation order to an urban retail water supplier that does not meet its urban water use objective if the board determines the urban retail water supplier is not meeting its urban water use objective solely because the volume of water loss exceeds the urban retail water supplier's standard for water loss and the board is taking enforcement action against the urban retail water supplier for not meeting the performance standards for the volume of water losses.	Support	Support via CMUA. Avoids duplicative fines under water conservation regs., although there's disagreement over the meaning of the recent amendment.
<a href="#">SB 200</a>	<a href="#">Monning D</a>	Drinking water.	7/24/2019-S. CHAPTER ED	Would establish the Safe and Affordable Drinking Water Fund in the State Treasury to help water systems provide an adequate and affordable supply of safe drinking water in both the near and the long terms. The bill would authorize the State Water Resources Control Board to provide for the deposit into the fund of certain moneys and would continuously appropriate the moneys in the	Support	Passed through both houses and awaiting signature by governor. All funding via Greenhouse Gas Fund and General Fund.



				fund to the state board for grants, loans, contracts, or services to assist eligible recipients.		No letter.
<a href="#">SB 204</a>	<a href="#">Dodd D</a>	State Water Project: contracts.	7/10/2019-A. 2 YEAR	Would require the Department of Water Resources to provide at least 10 days' notice to the Joint Legislative Budget Committee and relevant policy and fiscal committees of the Legislature before holding public sessions to negotiate any potential amendment of a long-term water supply contract that is of projectwide significance with substantially similar terms intended to be offered to all contractors. The bill would require the department, before the execution of a specified proposed amendment to a long-term water supply contract and at least 60 days before final approval of such an amendment, to submit to the Joint Legislative Budget Committee and relevant policy and fiscal committees of the Legislature certain information regarding the terms and conditions of a proposed amendment of a long-term water supply contract and to submit a copy of the long-term contract as it is proposed to be amended.	Oppose	Coalition letter mailed out 4/24/19. Amended and no longer threatens to delay the Delta tunnels. Amended and no longer threatens to delay the Delta tunnels.
<a href="#">SB 414</a>	<a href="#">Caballero D</a>	Small System Water Authority Act of 2019.	8/21/2019-A. APPR. SUSPENSE FILE	Would create the Small System Water Authority Act of 2019 and state legislative findings and declarations relating to authorizing the creation of small system water authorities that will have powers to absorb, improve, and competently operate noncompliant public water systems. The bill, no later than March 1, 2020, would require the state board to provide written notice to cure to all public agencies, private water companies, or mutual water companies that operate a public water system that has either less than 3,000 service connections or that serves less than 10,000 people, and are not in compliance, for the period from July 1, 2018, through December 31, 2019, with one or more state or federal primary drinking water standard maximum contaminant levels, as specified.	Support	Sent letters to Caballero, Eastern Municipal WD (sponsor) and Senator Allen, Chair of the Environmental Quality Committee on 3/19/19. Letter to Assembly Chair Quirk on 6/20/19 and Assembly Local Government Committee 6/20/19.

## B. Watch

Measure	Author	Topic	Location	Brief Summary	Position	Notes 1
<a href="#">AB 382</a>	<a href="#">Mathis R</a>	Integrated regional water management plans: grant funding: upper watershed health.	5/17/2019-A. 2 YEAR	Current law provides that an integrated regional water management plan is eligible for funding allocated specifically for implementation of integrated regional water management. Current law requires certain state agencies to include in any set of criteria used to select projects and programs for funding, a criterion that provides a preference for regional projects or programs. This bill would require the department to include in any criteria used to select a project or program for grant funding authorized on or after January 1, 2020 a criterion that provides a preference for a regional water		

				management group undertaking a project improving upper watershed health upstream and outside of the defined geographical area covered by the group's plan.		
<a href="#">AB 405</a>	<a href="#">Rubio, Blanca D</a>	Sales and use taxes: exemption: water treatment.	5/15/2019-A. APPR. SUSPENSE FILE	Would, on and after January 1, 2020, and before January 1, 2025, exempt from that Sales and Use Tax the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, chemicals used by a city, county, public utility, and sanitation district to treat water, recycled water, or wastewater regardless of whether those chemicals or other agents become a component part thereof and regardless of whether the treatment takes place before or after the delivery to consumers.		
<a href="#">AB 441</a>	<a href="#">Eggman D</a>	Water: underground storage.	5/17/2019-A. 2 YEAR	Under current law, the right to water or to the use of water is limited to that amount of water that may be reasonably required for the beneficial use to be served. Current law provides for the reversion of water rights to which a person is entitled when the person fails to beneficially use the water for a period of 5 years. Current law declares that the storing of water underground, and related diversions for that purpose, constitute a beneficial use of water if the stored water is thereafter applied to the beneficial purposes for which the appropriation for storage was made. This bill would instead provide that any diversion of water to underground storage constitutes a diversion of water for beneficial use for which an appropriation may be made if the diverted water is put to beneficial use, as specified.		
<a href="#">AB 591</a>	<a href="#">Garcia, Cristina D</a>	Central Basin Municipal Water District: board of directors.	7/30/2019-A. CHAPTER ED	The Municipal Water District Law of 1911 provides for the formation of municipal water districts and grants to those districts specified powers. Current law permits a district to acquire, control, distribute, store, spread, sink, treat, purify, recycle, recapture, and salvage any water for the beneficial use of the district, its inhabitants, or the owners of rights to water in the district. Current law requires the board of directors of the Central Basin Municipal Water District to be composed of 8 directors until the directors elected at the November 8, 2022, election take office, when the board would be composed of 7 directors, as prescribed. Current law requires the 3 directors appointed by the water purveyors, as specified, to live or work within the district and requires the term of an appointed director to be terminated if the appointed director no longer is employed by or a representative of the appointing entity. This bill would define representative for these purposes to be a consultant to or contractor of an entity, or a governing board member of a mutual water company.		
<a href="#">AB 636</a>	<a href="#">Gray D</a>	State Water	4/26/2019-A.	Would prohibit the State Water Resources		

		Resources Control Board: water quality objectives.	2 YEAR	Control Board from implementing water quality objectives for which the state board makes a certain finding relating to environmental quality until it has submitted the water quality objectives and a statement of that finding to the appropriate policy committees of the Legislature and each committee has held a hearing on these matters.		
<a href="#">AB 637</a>	<a href="#">Gray D</a>	State Water Resources Control Board: disadvantaged communities: drinking water.	5/17/2019-A. 2 YEAR	Would require the State Water Resources Control Board, before taking an action that significantly impacts drinking water, to use existing information to identify impacted disadvantaged communities and to seek to reduce impacts to those communities to the greatest extent practicable. The bill would also require the board to ensure that disadvantaged communities are provided an opportunity to participate in the public process for a decision that significantly impacts drinking water by holding a public hearing in or near an impacted community.		
<a href="#">AB 638</a>	<a href="#">Gray D</a>	Department of Water Resources: water storage: climate change impacts.	8/12/2019-S. APPR. SUSPENSE FILE	Current law requires the Department of Water Resources to gather and correlate information and data pertinent to an annual forecast of seasonal water crop, as specified. Current law also requires the department to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as The California Water Plan. This bill would require the department, as part of the update to the California Water Plan every 5 years, to identify water storage facilities vulnerable to climate change impacts and the mitigation strategies for anticipated adverse impacts, as provided.		
<a href="#">AB 658</a>	<a href="#">Arambul a D</a>	Water rights: water management.	8/12/2019-S. APPR. SUSPENSE FILE	Would authorize a groundwater sustainability agency or local agency to apply for, and the State Water Resources Control Board to issue, a conditional temporary permit for diversion of surface water to underground storage for beneficial use that advances the sustainability goal of a groundwater basin, as specified.		
<a href="#">AB 841</a>	<a href="#">Ting D</a>	Drinking water: contaminants: perfluoroalkyl and polyfluoroalkyl substances.	7/10/2019-S. 2 YEAR	Would require the Office of Environmental Health Hazard Assessment to adopt and complete a work plan within prescribed timeframes to assess which substances in the class of perfluoroalkyl and polyfluoroalkyl substances should be identified as a potential risk to human health, as provided. The bill would require the office, as part of those assessments, to determine which of the substances are appropriate candidates for notification levels to be adopted by the state board. The bill would require the Office of Environmental Health Hazard Assessment, by January 1, 2022, to provide to the Legislature an update on the assessment.		
<a href="#">AB 955</a>	<a href="#">Gipson</a>	Water	8/12/2019-S.	Would authorize a water replenishment		

	D	replenishment districts: water system needs assessment program.	APPR. SUSPENSE FILE	district, pursuant to an agreement with the State Water Resources Control Board, to offer to conduct a needs assessment program for water systems serving disadvantaged communities within the district, as specified. The bill would make a water system's participation in the program voluntary. The bill would authorize the district, upon completion of the needs assessment, to develop and evaluate options to address the findings and recommendations in the needs assessment and prepare an implementation plan for recommendation to the water system.		
<a href="#">AB 1204</a>	<a href="#">Rubio, Blanca</a> D	Public water systems: primary drinking water standards: implementation date.	4/26/2019-A. 2 YEAR	Would require the adoption or amendment of a primary drinking water standard for a contaminant in drinking water not regulated by a federal primary drinking water standard or that is more stringent than a federal primary drinking water standard to take effect 3 years after the date on which the state board adopts or amends the primary drinking water standard. The bill would authorize the state board to delay the effective date of the primary drinking water standard adoption or amendment by no more than 2 additional years as necessary for capital improvements to comply with a maximum contaminant level or treatment technique.		
<a href="#">AB 1220</a>	<a href="#">Garcia, Cristina</a> D	Metropolitan water districts.	7/10/2019-A. CHAPTER ED	Under the Metropolitan Water District Act, the board of a metropolitan water district is required to consist of at least one representative from each member public agency, as prescribed. The act authorizes each member public agency to appoint additional representatives not exceeding one additional representative for each 5% of the assessed valuation of property taxable for district purposes within the entire district that is within the boundaries of that member public agency. This bill would prohibit a member public agency from having fewer than the number of representatives it had as of January 1, 2019.		
<a href="#">AB 1414</a>	<a href="#">Friedman</a> D	Urban retail water suppliers: reporting.	8/22/2019-A. ENROLLMENT	Would require each urban retail water supplier to submit a completed and validated water loss audit report as prescribed by the Department of Water Resources on or before October 1 of each year until October 1, 2023, if reporting on a calendar year basis and on or before January 1 of each year until January 1, 2024, if reporting on a fiscal year basis. The bill would require on or before January 1, 2024, and on or before January 1 of each year thereafter, each urban retail water supplier to submit a completed and validated water loss audit report for the previous calendar year or previous fiscal year as part of an existing report relating to its urban water use.		
<a href="#">AB 1588</a>	<a href="#">Gloria</a> D	Drinking water and wastewater	8/21/2019-S. THIRD	Current law requires the State Water Resources Control Board to issue a water		

		operator certification programs.	READING	treatment operator certificate and water distribution operator certificate by reciprocity to any person holding a valid, unexpired, comparable certification issued by another state, the United States, prescribed territories or tribal governments, or a unit of any of these. Current law requires the board to classify types of wastewater treatment plants for the purpose of determining the levels of competence necessary to operate them. This bill would require the board to evaluate opportunities to issue a water treatment operator certificate or water distribution operator certificate by reciprocity, or a wastewater certificate by examination waiver, to persons who performed duties comparable to those duties while serving in the United States military, as specified.		
<a href="#">SB 19</a>	<a href="#">Dodd D</a>	Water resources: stream gages.	7/3/2019-A. APPR. SUSPENSE FILE	Would require the Department of Water Resources and the State Water Resources Control Board, upon an appropriation of funds by the Legislature, to develop a plan to deploy a network of stream gages that includes a determination of funding needs and opportunities for modernizing and reactivating existing gages and deploying new gages, as specified. The bill would require the department and the board, in consultation with the Department of Fish and Wildlife, the Department of Conservation, the Central Valley Flood Protection Board, interested stakeholders, and, to the extent they wish to consult, local agencies, to develop the plan to address significant gaps in information necessary for water management and the conservation of freshwater species.		
<a href="#">SB 45</a>	<a href="#">Allen D</a>	Wildfire, Drought, and Flood Protection Bond Act of 2020.	4/25/2019-S. APPR.	Would enact the Wildfire, Drought, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$4,300,000,000 pursuant to the State General Obligation Bond Law to finance projects to restore fire damaged areas, reduce wildfire risk, create healthy forest and watersheds, reduce climate impacts on urban areas and vulnerable populations, protect water supply and water quality, protect rivers, lakes, and streams, reduce flood risk, protect fish and wildlife from climate impacts, improve climate resilience of agricultural lands, and protect coastal lands and resources.		
<a href="#">SB 205</a>	<a href="#">Hertzberg D</a>	Business licenses: stormwater discharge compliance.	8/21/2019-A. APPR. SUSPENSE FILE	Would require, when applying to a city or a county for an initial business license or business license renewal, a person who conducts a business operation that is a regulated industry to demonstrate enrollment with the NPDES permit program by providing specified information, under penalty of perjury, on the application, including, among other things, the Standard Industrial Classification Code for the		

				business. The bill would apply to all applications for initial business licenses and business license renewals submitted on and after January 1, 2020.		
<a href="#">SB 307</a>	<a href="#">Roth D</a>	Water conveyance: use of facility with unused capacity.	7/31/2019-S. CHAPTER ED	Current law prohibits the state or a regional or local public agency from denying a bona fide transferor of water from using a water conveyance facility that has unused capacity for the period of time for which that capacity is available, if fair compensation is paid for that use and other requirements are met. This bill would, notwithstanding that provision, prohibit a transferor of water from using a water conveyance facility that has unused capacity to transfer water from a groundwater basin underlying desert lands, as defined, that is in the vicinity of specified federal lands or state lands to outside of the groundwater basin unless the State Lands Commission, in consultation with the Department of Fish and Wildlife and the Department of Water Resources, finds that the transfer of the water will not adversely affect the natural or cultural resources of those federal or state lands, as provided.		

### C. Spot Bill

Measure	Author	Topic	Location	Brief Summary	Position	Notes 1
<a href="#">AB 508</a>	<a href="#">Chu D</a>	Drinking water: consolidation and extension of service: domestic wells.	8/20/2019-S. THIRD READING	The California Safe Drinking Water Act requires the state board, before ordering consolidation or extension of service, to, among other things, obtain written consent from any domestic well owner for consolidation or extension of service. The act makes any domestic well owner within the consolidation or extended service area that does not provide written consent ineligible, until consent is provided, for water-related grant funding, as specified. The act also requires the state board, before ordering consolidation or extension of service, to make a finding that		

				consolidation of the receiving water system and subsumed water system or extension of service to the subsumed water system is appropriate and technically and economically feasible. The act defines “subsumed water system” for these purposes as the public water system, state small water system, or affected residences consolidated into or receiving service from the receiving water system. This bill would modify the provision that authorizes consolidation or extension of service if a disadvantaged community is reliant on a domestic well described above to instead authorize consolidation or extension of service if a disadvantaged community, in whole or in part, is substantially reliant on domestic wells that consistently fail to provide an adequate supply of safe drinking water.		
<a href="#">AB 722</a>	<a href="#">Bigelow R</a>	Water: dams: fees.	7/10/2019-S. 2 YEAR	Current law requires the Department of Water Resources to adopt, by regulation, a schedule of fees to cover the department’s costs in carrying out the supervision of dam safety. Existing law limits the total annual fee for a dam or reservoir located on a farm or ranch property or a privately owned dam with less than		



				100 acre-feet of storage capacity to no more than 20% of the fees assessed pursuant to the schedule of fees. This bill would limit the total annual fee for a dam operated by certain irrigation districts to no more than 20% of the fees assessed pursuant to the schedule of fees.		
<a href="#">AB 1021</a>	<a href="#">Frazier D</a>	Pupils with exceptional needs: summer school.	4/26/2019-A. 2 YEAR	Current law requires that every individual with exceptional needs, as defined, who is eligible be provided with educational instruction, services, or both, at no cost to the pupil's parent or guardian or, as appropriate, to the pupil. A free appropriate public education is required to be made available to individuals with exceptional needs in accordance with specified federal regulations adopted pursuant to the federal Individuals with Disabilities Education Act. This bill would require school districts to provide summer school instruction for pupils with intellectual disabilities or autism on weekdays from the last day of the regular school year to the first day of summer school and from the last day of summer school to the first day of the regular school year.		
<a href="#">AB 1432</a>	<a href="#">Dahle R</a>	Water shortage emergencies: declarations: wildfires.	6/26/2019-A. CHAPTERED	Would authorize a public water supplier to declare a water shortage		



				emergency condition without holding a public hearing in the event of a wildfire.		
<a href="#">AB 1439</a>	<a href="#">Melendez</a> R	State policy for water quality control.	5/3/2019-A. 2 YEAR	Under current law, the Porter-Cologne Water Quality Control Act, the state policy for water quality control is required to consist of water quality principles and guidelines for long-range resource planning, water quality objectives, and other principles and guidelines deemed essential by the State Water Resources Control Board for water quality control. This bill would make nonsubstantive changes to that provision.		
<a href="#">AB 1653</a>	<a href="#">Frazier</a> D	Missing or Murdered Indigenous Women Task Force.	5/17/2019-A. 2 YEAR	Would create the Missing or Murdered Indigenous Women Task Force in the Department of Justice, and would provide for the membership of that task force. The bill would, among other things, require the task force to complete a formal consultation with California's Indian tribes on how to improve tribal access to databases, develop recommendations for how to increase state resources for reporting and identifying missing and murdered American Indian persons in the state, and develop a database of nonprofit or nongovernmental organizations that provide aid or support in locating		

				missing American Indian persons.		
<a href="#">AB 1694</a>	<a href="#">O'Donnell D</a>	San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy: territory: Dominguez Channel watershed and Santa Catalina Island.	8/12/2019-S. APPR. SUSPENSE FILE	Current law establishes the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy in the Natural Resources Agency and prescribes the functions and duties of the conservancy with regard to the protection, preservation, and enhancement of specified areas of the Counties of Los Angeles and Orange located along the San Gabriel River and the lower Los Angeles River and tributaries along those rivers. Current law, for purposes of those provisions, defines "territory" to mean the territory of the conservancy that consists of those portions of the Counties of Los Angeles and Orange located within the San Gabriel River and its tributaries, the lower Los Angeles River and its tributaries, and the San Gabriel Mountains, as described. This bill would additionally include the Dominguez Channel watershed and Santa Catalina Island, as described, within that definition of territory.		
<a href="#">SB 762</a>	<a href="#">Jones R</a>	Groundwater storage: beneficial use.	2/22/2019-S. RLS.	Current law specifies that the storing of water underground, including the diversion of streams		

				and the flowing of water on lands necessary to the accomplishment of that storage, constitutes a beneficial use of water if the water so stored is thereafter applied to the beneficial purposes for which the appropriation for storage was made. This bill would make a nonsubstantive change in those provisions.		
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**Dead Bill**

Measure	Author	Topic	Location	Brief Summary	Position	Notes 1
<a href="#">AB 129</a>	<a href="#">Bloom D</a>	Microfiber pollution.	4/26/2019-A. 2 YEAR	Would require the State Water Resources Control Board to take specified actions relating to microfiber pollution on or before July 1, 2020, and would require the state board to identify best practices for clothing manufacturers to reduce the amount of microfibers released into the environment. The bill would require, on or before January 1, 2020, a public entity that uses a laundry system, and a private entity that contracts with a state agency for laundry services, to install a filtration system to capture microfibers that are shed during washing.		
<a href="#">AB 223</a>	<a href="#">Stone, Mark D</a>	California Safe Drinking Water Act: microplastics.	4/26/2019-A. 2 YEAR	The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating		

				to the regulation of drinking water to protect public health. Current law requires the state board, on or before July 1, 2020, to adopt a definition of microplastics in drinking water and, on or before July 1, 2021, to adopt a standard methodology to be used in the testing of drinking water for microplastics and requirements for 4 years of testing and reporting of microplastics in drinking water, including public disclosure of those results. This bill would require the state board, to the extent possible, and where feasible and cost effective, to work with the State Department of Public Health in complying with those requirements.		
<a href="#">AB 231</a>	<a href="#">Mathis R</a>	California Environmental Quality Act: exemption: recycled water.	2/7/2019-A. 2 YEAR	Would exempt from CEQA a project to construct or expand a recycled water pipeline for the purpose of mitigating drought conditions for which a state of emergency was proclaimed by the Governor if the project meets specified criteria. Because a lead agency would be required to determine if a project qualifies for this exemption, this bill would impose a state-mandated local program. The bill would also exempt from CEQA the development and approval of building standards		

				by state agencies for recycled water systems.		
<a href="#">AB 1672</a>	<a href="#">Bloom D</a>	Solid waste: flushable products.	5/17/2019-A. 2 YEAR	The California Integrated Waste Management Act of 1989, administered by the Department of Resources Recycling and Recovery, generally regulates the disposal, management, and recycling of solid waste. This bill would, among other things, on or after January 1, 2021, prohibit a covered entity, as defined, from labeling a covered product as safe to flush, safe for sewer systems, or safe for septic systems, unless the product is a flushable wipe that meets certain performance standards. The bill would require nonflushable products to be labeled clearly and conspicuously to communicate that they should not be flushed, as specified.	Support	Sent letter of support to Bloom on 3/8/19 and Environmental Safety and Toxic Materials Committee on 4/2/19

## Not Moving

Measure	Author	Topic	Location	Brief Summary	Position	Notes 1
<a href="#">AB 134</a>	<a href="#">Bloom D</a>	Safe Drinking Water Restoration.	7/10/2019-S. 2 YEAR	Would require the State Water Resources Control Board to report to the Legislature by July 1, 2025, on its progress in restoring safe drinking water to all California communities and to create an internet website that provides data transparency for all of the board's activities described in this measure. The		

				bill would require the board to develop metrics to measure the efficacy of the fund in ensuring safe and affordable drinking water for all Californians.		
<a href="#">AB 533</a>	<a href="#">Holden D</a>	Income taxes: exclusion: turf removal water conservation program.	5/1/2019-A. APPR. SUSPENSE FILE	Current law, for taxable years beginning on or after January 1, 2014, and before January 1, 2019, excludes from gross income under both laws any amount received as a rebate, voucher, or other financial incentive issued by a local water agency or supplier for participation in a turf removal water conservation program. Current law limits the collection and use of taxpayer information and provides that any unauthorized use of this information is punishable as a misdemeanor. This bill would extend the operative date of the provisions excluding from gross income specified amounts received in a turf removal water conservation program to taxable years beginning before January 1, 2024.	Watch	Help in Assm. Approps.
<a href="#">AB 1194</a>	<a href="#">Frazier D</a>	Sacramento-San Joaquin Delta: Delta Stewardship Council.	4/26/2019-A. 2 YEAR	Would increase the membership of the Delta Stewardship Council to 13 members, including 11 voting members and 2 nonvoting members, as specified. By imposing new duties upon local officials to appoint new members to the council, the bill	Oppose	True purpose is to stop or delay the WaterFix. Signed onto coalition letter via Metropolitan on 3/27/19

				would impose a state-mandated local program.		
<a href="#">ACA 3</a>	<a href="#">Mathis R</a>	Clean Water for All Act.	4/30/2019-A. W.,P. & W.	This measure, the Clean Water for All Act, would additionally require, commencing with the 2021–22 fiscal year, not less than 2% of specified state revenues to be set apart for the payment of principal and interest on bonds authorized pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014; water supply, delivery, and quality projects administered by the department, and water quality projects administered by the state board, as provided.		
<a href="#">SB 332</a>	<a href="#">Hertzberg D</a>	Wastewater treatment: recycled water.	5/17/2019-S. 2 YEAR	Would declare, except in compliance with the bill’s provisions, that the discharge of treated wastewater from ocean outfalls is a waste and unreasonable use of water. The bill would require each wastewater treatment facility that discharges through an ocean outfall and affiliated water suppliers to reduce the facility’s annual flow as compared to the average annual wastewater discharge baseline volume, as prescribed, by at least 50% on or before January 1, 2030, and by at least 95% on or before January 1, 2040. The bill would subject the	Oppose	No formal letter from JPA or LV. CASA and ReUse have taken formal positions to oppose or oppose unless amended

				owner or operator of a wastewater treatment facility, as well as the affiliated water suppliers, to a civil penalty of \$2,000 per acre-foot of water above the required reduction in overall volume discharge for the failure to meet these deadlines.		
<a href="#">SB 669</a>	<a href="#">Caballero</a> D	Water quality: Safe Drinking Water Fund.	5/13/2019-S. APPR. SUSPENSE FILE	Would establish the Safe Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the State Water Resources Control Board. The bill would require the state board to administer the fund to assist community water systems in disadvantaged communities that are chronically noncompliant relative to the federal and state drinking water standards and do not have the financial capacity to pay for operation and maintenance costs to comply with those standards, as specified.	Support	Sent letter to Committee Chair Senator Allen and Caballero on 3/7/19
<p><b>Total Measures: 45</b></p> <p><b>Total Tracking Forms: 45</b></p>						





**To:** Las Virgenes – Triunfo JPA Board of Directors  
**From:** John Freshman and Ana Schwab  
**Date:** August 14, 2019  
**RE:** Federal Report

### **Federal Budget and Appropriations**

On August 2<sup>nd</sup>, President Donald Trump signed the bipartisan \$2.7 trillion budget deal that increases federal spending and the nation's debt limit. The deal sets a \$1.37 trillion limit on annual agency budgets set by Congress. The caps were raised in 2013, 2015, and again in 2018. The Senate passed the bill by a 67-28 vote. The previous week, the House of Representatives passed the bill by a 284-149 vote.

The new law sets the debt ceiling limit in place through July 2021, eliminating the possibility of a government shutdown during the 2020 election cycle. The new law increases defense and nondefense spending by more than \$320 billion above the current budget caps over the next two years. Defense discretionary caps were raised by \$80 billion for 2018 and \$85 billion for 2019. Non-defense discretionary caps were raised by \$63 billion for 2018 and \$68 billion for 2019. Defense programs will see a three percent funding increase in 2020. Non-defense programs will see a four percent increase in 2020.

The House has passed 10 out of 12 bills. The Senate Appropriations Committee has its first markups set for September 12<sup>th</sup>, after the Senate returns from recess. Senate leaders plan to finalize bills for Defense; Labor, Health and Human Services, and Energy and Water Development, which together compose of about 70 percent of the total funding

Congress must pass the twelve appropriation bills before the September 30<sup>th</sup> deadline in order to avoid a government shut-down. Congress will need to pass FY2020 funding bills or a Continuing Resolution (CR). It is likely that one or two of the appropriation bills will be signed into law by the deadline and the remaining appropriations bills will be funded through a Continuing Resolution until they are passed by Congress and signed into law.

### **PFAS**

Senator Richard Blumenthal (D-CT) urged the Environment Protection Agency (EPA) to set a drinking water standard for PFAS if they are found in bottled or tap water. Currently there is only a recommendation from the EPA that drinking water should not exceed 70 parts per trillion (ppt) of PFAS.



## **WOTUS**

The Trump administration will not create a revised rule on WOTUS until the Supreme Court rules on *County of Maui v. Hawai'i Wildlife Fund*. The issue is whether the Clean Water Act's permitting program applies to pollution that reaches federal waterways through groundwater. The Court will hear oral arguments on November 6<sup>th</sup>. At oral arguments, the United States will argue on the county's side, urging the Supreme Court to rule that a groundwater connection between a pollution source and a federal waterway is not enough to require a Clean Water Act permit. Until the Supreme Court rules, the EPA will follow a narrow interpretation: permits are not required for pollution discharges through groundwater.

Senator Mike Braun (R-IN) and Senator Joni Ernst (R-IA) have introduced the "Define WOTUS Act" to push for a change in the scope of WOTUS. The legislation asserts that it is Congress's responsibility to define the which waters should be regulated by federal government under law. The legislation would scale back federal jurisdiction over water. Seasonal bodies would no longer be part of the purview and only bodies of water than have water for 185 days of the year would be overseen by the EPA.

## **EPA**

On August 9<sup>th</sup>, the EPA issued a proposed rule to implement Section 401 of the Clean Water Act (CWA). The rule seeks to increase efficiency and transparency of the 402 certification process. The rule limits the scope of Section 401 for states to certify projects related to or affecting water quality. The rule seeks to give the EPA, the Army Corps of Engineers, and the Federal Energy Regulatory Commission a streamlined process for pursuing new oil and energy project developments.

In April, President Trump issued Executive Order 13868, "Promoting Energy Infrastructure and Economic Growth", which directed the EPA to revise guidance on the CWA Section 401 certification process.

## **Bureau of Reclamation**

The Bureau of Reclamation announced grant funding available through the WaterSMART Water and Energy Efficiency Grant Programs for projects in 2020 and 2021. Through water and energy grants, funding will be provided for projects that are aimed "to conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; enable farmers to make additional on-farm improvements in the future, including improvements that may be eligible for Natural Resources Conservation Service (NRCS) funding; and accomplish other benefits that contribute to water supply reliability in the western United States."



Eligible applicants for funding include states, tribes, irrigation districts, water districts or other organizations with water or power delivery authority located in the western United States or United States territories. Alaska and Hawaii are also eligible to apply.

For projects in 2020, applications are due on October 2, 2019. After this date, applications will be considered for 2021 and will be due on September 30, 2020. Learn more at [www.grants.gov](http://www.grants.gov) by searching for funding opportunity number BOR-DO-20-F001.

The Bureau of Reclamation announced another grant for projects in 2020 and 2021 aimed at preventing long-term resistance for future droughts. The grant would be available through the WaterSMART Defense Response Program.

Funding is available for projects that aim to “increase the reliability of water supplies through infrastructure improvements; improve water management through decision support tools, modeling and measurement; and provide protection for fish, wildlife and the environment.”

Eligible applicants for funding include states, tribes, irrigation districts, water districts or other organizations with water or power delivery authority located in the western United States or U.S. territories. New this year, projects in Alaska and Hawaii are also eligible.

Applications are due on October 16, 2019, for projects in 2020. Applications are due on October 14, 2020, for projects in 2021. Learn more at [www.grants.gov](http://www.grants.gov) by searching for funding opportunity number BOR-DO-20-F002.

**LAS VIRGENES TRIUNFO - HIGH PRIORITY LEGISLATION IN THE 116TH CONGRESS  
THROUGH AUGUST 15, 2019**

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><u>H.R. 34</u></b>  <a href="#">Energy and Water Research Integration Act of 2019</a></p>	<p>To ensure consideration of water intensity in the Department of Energy’s energy research, development, and demonstration programs to help guarantee efficient, reliable, and sustainable delivery of energy and clean water resources.</p>	<p>Introduced by Rep. Eddie Bernice Johnson (D-TX) – January 3, 2019</p>	
<p><b><u>S. 40</u></b>  <a href="#">Bureau of Reclamation Transparency Act</a></p>	<p>To require the Secretary of the Interior to submit to Congress a report on the efforts of the Bureau of Reclamation to manage its infrastructure assets.</p>	<p>Introduced by Sen. John Barrasso (R-WY) – January 8, 2019</p>	
<p><b><u>S. 47</u></b>  <a href="#">Natural Resources Management Act</a></p>	<p>This bill sets forth provisions regarding various programs, projects, activities, and studies for the management and conservation of natural resources on federal lands.</p> <ul style="list-style-type: none"> <li>• Specifically, the bill addresses, among other matters</li> <li>• land conveyances, exchanges, acquisitions, withdrawals, and transfers;</li> <li>• national parks, monuments, memorials, wilderness areas, wild and scenic rivers, historic and heritage sites, and other conservation and recreation areas;</li> <li>• wildlife conservation;</li> <li>• helium extraction;</li> <li>• small miner waivers of claim maintenance fees;</li> <li>• wildland fire operations;</li> <li>• the release of certain federal reversionary land interests;</li> <li>• boundary adjustments;</li> <li>• the Denali National Park and Preserve natural gas pipeline;</li> <li>• fees for medical services in units of the National Park System;</li> <li>• funding for the Land and Water Conservation Fund;</li> <li>• recreational activities on federal or nonfederal lands;</li> <li>• a national volcano early warning and monitoring system;</li> <li>• federal reclamation projects; and</li> <li>• search-and recovery-missions.</li> </ul> <p>In addition, the bill reauthorizes the National Cooperative Geologic Mapping Program.</p>	<p>Introduced by Sen. Lisa Murkowski (R-AK) – January 8, 2019</p> <p>Signed into law on March 12, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><u>H.R. 357</u></b>  <u>Sacramento-San Joaquin Delta National Heritage Area Act</u></p>	<p>To establish the Sacramento-San Joaquin Delta National Heritage Area. The boundaries of the Heritage Area shall be in the counties of Contra Costa, Sacramento, San Joaquin, Solano, and Yolo in the State of California, as generally depicted on the map entitled "Sacramento-San Joaquin Delta National Heritage Area Proposed Boundary", numbered T27/105,030, and dated October 2012.</p>	<p>Introduced by Rep. John Garamendi (D-CA) – January 9, 2019</p> <p>Signed into law on March 12, 2019 as part of S. 47 – Natural Resources Management Act</p>	
<p><b><u>H.R. 579</u></b>  <u>Water Rights Protection Act of 2019</u></p>	<p>To prohibit the conditioning of any permit, lease, or other use agreement on the transfer of any water right to the United States by the Secretaries of the Interior and Agriculture, and for other purposes.</p>	<p>Introduced by Rep. Scott Tipton (R-CO) – January 15, 2019</p>	
<p><b><u>H.R. 664</u></b>  <u>Recreational Lands Self-Defense Act of 2019</u></p>	<p>To protect the right of individuals to bear arms at water resources development projects administered by the Secretary of the Army, and for other purposes</p>	<p>Introduced by Rep. Bob Gibbs (D-OH) – January 17, 2019</p>	
<p><b><u>H.R. 667</u></b>  <u>Regulatory Certainty for Navigable Waters Act</u></p>	<p>To repeal the Waters of the United States rule and amend the Federal Water Pollution Control Act</p>	<p>Introduced by Rep. Jamie Herrera Beutler (R-WA) – January 17, 2019</p>	
<p><b><u>H.R. 658</u></b>  <u>National Infrastructure Development Bank Act of 2019</u></p>	<p>To facilitate efficient investments and financing of infrastructure projects and new job creation through the establishment of a National Infrastructure Development Bank, and for other purposes. Highlighting environmental infrastructure projects which include drinking water, waste water treatment facility, and stormwater management system.</p>	<p>Introduced by Rep. Rosa DeLauro (D-CT) – January 17, 2019</p>	
<p><b><u>H.R. 807</u></b>  <u>Water and Agriculture Tax Reform Act of 2019</u></p>	<p>To amend the Internal Revenue Code of 1986 to facilitate water leasing and water transfers to promote conservation and efficiency.</p>	<p>Introduced by Rep. Ken Buck (R-CO) – January 28, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><u>H.R. 843</u></b>  <a href="#">Reform EPA Act</a></p>	<p>To amend the Federal Water Pollution Control Act to clarify when the Administrator of the Environmental Protection Agency has the authority to prohibit the specification of a defined area, or deny or restrict the use of a defined area for specification, as a disposal site under section 404 of such Act, and for other purposes.</p>	<p>Introduced by Rep. Bob Gibbs (R-OH) – January 29, 2019</p>	
<p><b><u>H.R. 855</u></b>  <a href="#">STRONG Act</a></p>	<p>To minimize the economic and social costs resulting from losses of life, property, well-being, business activity, and economic growth associated with extreme weather events by ensuring that the United States is more resilient to the impacts of extreme weather events in the short- and long-term, and for other purposes. Key sectors shall include water management, including supply and treatment; infrastructure, including natural and built forms of water and wastewater services;</p>	<p>Introduced by Rep. Scott Peters (D-CA) – January 29, 2019</p>	
<p><b><u>S. 308</u></b>  <a href="#">Santa Ana River Wash Plan Land Exchange Act</a></p>	<p>A bill to direct the Secretary of the Interior to convey certain Federal lands in San Bernardino County, California, to the San Bernardino Valley Water Conservation District, and to accept in return certain non-Federal lands, and for other purposes</p>	<p>Introduced by Sen. Dianne Feinstein (D-CA) – January 31, 2019</p>	
<p><b><u>S. 361</u></b>  <a href="#">Water and Agriculture Tax Reform Act of 2019</a></p>	<p>A bill to amend the Internal Revenue Code of 1986 to facilitate water leasing and water transfers to promote conservation and efficiency.</p>	<p>Introduced by Sen. Cory Gardner (R-CO) – February 6, 2019</p>	
<p><b><u>H.R. 1067</u></b>  <a href="#">Santa Ana River Wash Plan Land Exchange Act</a></p>	<p>To direct the Secretary of the Interior to convey certain Federal lands in San Bernardino County, California, to the San Bernardino Valley Water Conservation District, and to accept in return certain non-Federal lands, and for other purposes.</p>	<p>Introduced by Rep. Pete Aguilar (D-CA) – February 7, 2019</p>	



LEGISLATION	SUMMARY	STATUS	POSITION
<p><a href="#"><u>S. 376</u></a>  <a href="#"><u>Defense of Environment and Property Act of 2019</u></a></p>	<p>A bill to amend the Federal Water Pollution Control Act to clarify the definition of navigable waters, and for other purposes.</p>	<p>Introduced by Sen. Rand Paul (R-KY) – February 7, 2019</p>	
<p><a href="#"><u>H.R. 1137</u></a>  <a href="#"><u>To amend the Water Resources Development Act of 1986 to repeal the authority relating to reprogramming during national emergencies.</u></a></p>	<p>To amend the Water Resources Development Act of 1986 to repeal the authority relating to reprogramming during national emergencies.</p>	<p>Introduced by Rep. John Garamendi (D-CA) – February 11, 2019</p>	
<p><a href="#"><u>H.R. 1162</u></a>  <a href="#"><u>Water Recycling Investment and Improvement Act</u></a></p>	<p>To extend the authorization of the Bureau of reclamation’s Title XVI competitive grants program, and increases the authorized funding levels from \$50 million to \$500 million. Further the legislation expands the geographic scope of the program by removing a requirement that projects be located in sustained drought or disaster areas, makes the program truly competitive by removing a requirement that Congress sign off on each selected project, and modernizes the individual program funding cap from \$20 million to \$30 million.</p>	<p>Introduced by Rep. Grace Napolitano (D-CA) – Introduced February 13, 2019</p>	<p><i>Support</i></p>
<p><a href="#"><u>H.R. 1334</u></a>  <a href="#"><u>Outdoor Recreation Legacy Partnership Grant Program Act</u></a></p>	<p>To provide grants for projects to acquire land and water for parks and other outdoor recreation purposes and to develop new or renovate existing outdoor recreation facilities.</p>	<p>Introduced by Rep. Nanette Barragan (D-CA) – February 25, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><u>H.R. 1331</u></b>  <u>Local Water Protection Act</u></p>	<p>To amend Section 319(j) of the Federal Water Pollution Control Act ( 33 U.S.C. 1329 (j)) is amended by striking “subsections (h) and (i) not to exceed” and all that follows through “fiscal year 1991” and inserting “subsections (h) and (i) \$200,000,000 for each of fiscal years 2020 through 2024” .</p>	<p>Introduced by Rep. Annie Craig (D-MN) – February 26, 2019</p>	
<p><b><u>H.R. 1429</u></b>  <u>Drinking Water Infrastructure for Job Creation Act</u></p>	<p>Making supplemental appropriations, of \$7,500,000,000, for fiscal year 2019 for the Drinking Water State Revolving Funds, and for other purposes.</p>	<p>Introduced by Rep. Maxine Waters (D-CA) – February 28,2019</p>	
<p><b><u>S. 611</u></b>  <u>Water Affordability, Transparency, and Reliability Act of 2019</u></p>	<p>To establish a trust fund, of \$34,850,000,000, to provide for adequate funding for water and sewer infrastructure, and for other purposes.</p>	<p>Introduced by Sen. Bernie Sanders (I-VT) – February 28, 2019</p>	
<p><b><u>H.R. 1417</u></b>  <u>Water Affordability, Transparency, and Reliability Act of 2019</u></p>	<p>To establish a trust fund, of \$34,850,000,000, to provide for adequate funding for water and sewer infrastructure, and for other purposes.</p>	<p>Introduced by Rep. Brenda Lawrence (D-MI) – March 1, 2019</p>	
<p><b><u>H.R. 1497</u></b>  <u>Water Quality Protection and Job Creation Act of 2019</u></p>	<p>To amend the Federal Water Pollution Control Act to reauthorize certain water pollution control programs, and for other purposes. The legislation would authorize \$120,000,000 for each of fiscal years 2020 through 2024.” .</p>	<p>Introduced by Rep. Pete DeFazio (D-OR) – March 6, 2019</p>	



LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><u>H.R. 1621</u></b>  <u>Water Supply Permitting Coordination Act</u></p>	<p>To authorize the Secretary of the Interior to coordinate Federal and State permitting processes related to the construction of new surface water storage projects on lands under the jurisdiction of the Secretary of the Interior and the Secretary of Agriculture and to designate the Bureau of Reclamation as the lead agency for permit processing, and for other purposes.</p> <p>To extend the NPDES permit period from 5 years to 10 years.</p>	<p>Introduced by Rep. Tom McClintock (R-CA) – March 7, 2019</p>	
<p><b><u>H.R. 1764</u></b>  <u>To amend the Federal Water Pollution Control Act with respect to permitting terms, and for other purposes.</u></p>		<p>Introduced by Rep. John Garamendi (D-CA) – March 14, 2019</p>	<p><i>Support (with condition of needing Napolitano's support on the bill as well)</i></p>
<p><b><u>H.R. 2030</u></b>  <u>Colorado River Drought Contingency Plan Authorization Act</u></p>	<p>This bill requires the Department of the Interior to carry out the Colorado River Drought Contingency Plan which was submitted to Congress on March 19, 2019, by Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming. Interior must execute the plan without delay and operate applicable Colorado River System reservoirs accordingly.</p>	<p>Introduced by Rep. Raul Grijalva (D-AZ) – April 2, 2019</p> <p>Signed into law on April 16, 2019</p>	
<p><b><u>S. 1057</u></b>  <u>Colorado River Drought Contingency Plan Authorization Act</u></p>	<p>This bill requires the Department of the Interior to carry out the Colorado River Drought Contingency Plan which was submitted to Congress on March 19, 2019, by Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming. Interior must execute the plan without delay and operate applicable Colorado River System reservoirs accordingly</p>	<p>Introduced by Sen. Martha McSally (R-AZ) – April 8, 2019</p> <p>Passed the Senate on April 9, 2019</p>	
<p><b><u>S. 1087</u></b>  <u>Water Quality Certification Improvement Act of 2019</u></p>	<p>To amend the Federal Water Pollution Control Act to make changes with respect to water quality certification, and for other purposes.</p>	<p>Introduced by Sen. John Barrasso (R-WY) – April 9, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><a href="#"><u>H.R. 2215</u></a>  <a href="#"><u>San Gabriel Mountains Foothills and Rivers Protections Act</u></a></p>	<p>The legislation would designate over 30,000 acres of protected wilderness and 45.5 miles of protected rivers and expand the San Gabriel Mountains National Monument, establish a National Recreation Area along the foothills and the San Gabriel Corridor. The bill would expand the borders of the monument to include the western Angeles National Forest</p>	<p>Introduced by Rep. Judy Chu (D-CA) – April 10, 2019</p>	
<p><a href="#"><u>S. 1109</u></a>  <a href="#"><u>San Gabriel Mountains Foothills and Rivers Protection Act</u></a></p>	<p>To establish as a unit of the National Park System the San Gabriel National Recreation Area in the State of California, and for other purposes.</p>	<p>Introduced by Sen. Kamala Harris (D-CA) – April 10, 2019</p>	
<p><a href="#"><u>H.R. 2205</u></a>  <a href="#"><u>Water Quality Certification Improvement Act of 2019</u></a></p>	<p>To amend the Federal Water Pollution Control Act to make changes with respect to water quality certification, and for other purposes.</p>	<p>Introduced by Rep. David McKinley (R-WV) – April 11, 2019</p>	
<p><a href="#"><u>H.R. 2287</u></a>  <a href="#"><u>Federal Regulatory Certainty for Water Act</u></a></p>	<p>This bill nullifies the Clean Water Rule that was issued on May 27, 2015, by the Environmental Protection Agency and the U.S. Army Corps of Engineers. The rule describes the scope of the Clean Water Act.</p> <p>Under this bill, the Clean Water Act applies to waters of the United States that are (1) navigable-in-fact; or (2) permanent or continuously flowing bodies of water that form geographical features commonly known as streams, oceans, rivers, and lakes that are connected to waters that are navigable-in-fact.</p> <p>Under this bill, the Act does not apply to (1) waters that do not physically abut those waters of the United States through an actual and continuous surface water connection; (2) man-made or natural structures or channels through which water flows intermittently or ephemerally; or (3) wetlands (including playa lakes, prairie potholes, wet meadows, wet prairies, and vernal pools) that lack that continuous surface water connection.</p> <p>The aggregation of wetlands or waters may not be used to determine whether the wetlands or waters are navigable waters.</p>	<p>Introduced by Rep. Mac Thornberry (R-TX) – April 11, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><a href="#"><u>H.R. 2313</u></a>  <a href="#"><u>Water Conservation Rebate Tax Parity Act</u></a></p>	<p>To amend the Internal Revenue Code of 1986 to expand the exclusion for certain conservation subsidies to include subsidies for water conservation or efficiency measures and storm water management measures.</p>	<p>Introduced by Rep. Jared Huffman (D-CA) – April 12, 2019</p>	
<p><a href="#"><u>H. Res. 324</u></a>  <a href="#"><u>Recognizing the importance of the United States-Israel economic relationship and encouraging new areas of cooperation</u></a></p>	<p>(1) affirms that the United States-Israel economic partnership has achieved great tangible and intangible benefits to both countries and is a foundational component of the strong alliance;  (2) recognizes that science and technology innovation present promising new frontiers for United States-Israel economic cooperation, particularly in light of widespread drought, cybersecurity attacks, and other major challenges impacting the United States;  (3) encourages the President to regularize and expand existing forums of economic dialogue with Israel and foster both public and private sector participation; and  (4) expresses support for the President to explore new agreements with Israel, including in the fields of energy, water, agriculture, medicine, neurotechnology, and cybersecurity.</p>	<p>Introduced by Rep. Ted Lieu (D-CA) – April 18, 2019</p>	
<p><a href="#"><u>H.R. 2377</u></a>  <a href="#"><u>Protect Drinking Water from PFAS Act of 2019</u></a></p>	<p>To amend the Safe Drinking Water Act to require the Administrator of the Environmental Protection Agency to publish a maximum contaminant level goal and promulgate a national primary drinking water regulation for total per- and polyfluoroalkyl substances, and for other purposes.</p>	<p>Introduced by Rep. Brendan Boyle (D-PA) – April 29, 2019</p>	
<p><a href="#"><u>S. 1251</u></a>  <a href="#"><u>Safe Drinking Water Assistance Act of 2019</u></a></p>	<p>A bill to improve and coordinate interagency Federal actions and provide assistance to States for responding to public health challenges posed by emerging contaminants, and for other purposes.</p>	<p>Introduced by Sen. Jeanne Shaheen (D-NH) – April 30, 2019</p>	
<p><a href="#"><u>S. 1245</u></a>  <a href="#"><u>All-of-the-Above Federal Building Energy Conservation Act of 2019</u></a></p>	<p>A bill to improve energy performance in Federal buildings, including water usage.</p>	<p>Introduced by Sen. John Hoeven (R-ND) – April 30, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><a href="#"><u>H.R. 2462</u></a>  <a href="#"><u>Flood Mapping</u></a>  <a href="#"><u>Modernization and</u></a>  <a href="#"><u>Homeowner</u></a>  <a href="#"><u>Empowerment Pilot</u></a>  <a href="#"><u>Program Act of 2019</u></a></p>	<p>To establish a pilot program to enhance the mapping of urban flooding and associated property damage and the availability of such mapped data to homeowners, businesses, and localities to help understand and mitigate the risk of such flooding, and for other purposes.</p>	<p>Introduced by Rep. Mike Quigley (D-IL) – May 2, 2019</p>	
<p><a href="#"><u>S. 1276</u></a>  <a href="#"><u>Flood Mapping</u></a>  <a href="#"><u>Modernization and</u></a>  <a href="#"><u>Homeowner</u></a>  <a href="#"><u>Empowerment Pilot</u></a>  <a href="#"><u>Program Act of 2019</u></a></p>	<p>To establish a pilot program to enhance the mapping of urban flooding and associated property damage and the availability of such mapped data to homeowners, businesses, and localities to help understand and mitigate the risk of such flooding, and for other purposes.</p>	<p>Introduced by Sen. Dick Durbin (D-IL) – May 2, 2019</p>	
<p><a href="#"><u>H.R. 2458</u></a>  <a href="#"><u>Water Infrastructure</u></a>  <a href="#"><u>Sustainability and</u></a>  <a href="#"><u>Efficiency Act</u></a></p>	<p>To amend the Federal Water Pollution Control Act to require a certain percentage of funds appropriated for revolving fund capitalization grants be used for green projects, and for other purposes.</p>	<p>Introduced by Rep. Debbie Mucarsel-Powell (D-FL) – May 2, 2019</p>	
<p><a href="#"><u>H.R. 2473</u></a>  <a href="#"><u>Securing Access for</u></a>  <a href="#"><u>the central Valley and</u></a>  <a href="#"><u>Enhancing (SAVE)</u></a>  <a href="#"><u>Water Resources Act</u></a></p>	<p>To promote water supply reliability and improved water management for rural communities, the State of California, and the Nation, and for other purposes.</p>	<p>Introduced by Rep. Josh Harder (D-CA) – May 2, 2019</p>	
<p><a href="#"><u>H.R. 2470</u></a>  <a href="#"><u>Clean Water</u></a>  <a href="#"><u>Infrastructure</u></a>  <a href="#"><u>Resilience and</u></a>  <a href="#"><u>Sustainability Act</u></a></p>	<p>To direct the Administrator of the Environmental Protection Agency to establish a program to make grants to eligible entities to increase the resilience of publicly owned treatment works to natural disasters.</p>	<p>Introduced by Rep. Salud Carbajal (D-CA) – May 3, 2019</p>	
<p><a href="#"><u>S. 1372</u></a>  <a href="#"><u>PFAS</u></a>  <a href="#"><u>Accountability Act</u></a>  <a href="#"><u>of 2019</u></a></p>	<p>To encourage Federal agencies to expeditiously enter into or amend cooperative agreements with States for removal and remedial actions to address PFAS contamination in drinking, surface, and ground water and land surface and subsurface strata, and for other purposes.</p>	<p>Introduced by Sen. Debbie Stabenow (D-MI) – May 8, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><a href="#">H.R. 2570</a>  <a href="#">PFAS User Fee Act of 2019</a></p>	<p>To ensure that polluters pay ongoing water treatment costs associated with contamination from perfluoroalkyl and polyfluoroalkyl substances, and for other purposes.</p>	<p>Introduced Rep. Harley Rouda (D-CA) – May 9, 2019</p>	
<p><a href="#">H.R. 2665</a>  <a href="#">Smart Energy and Water Efficiency Act of 2019</a></p>	<p>To direct the Secretary of Energy to establish a smart energy and water efficiency program, and for other purposes.</p>	<p>Introduced Rep. Jerry McNerney (D-CA) – May 13, 2019</p> <p>Passed out of Subcommittee on Energy (of House Energy and Commerce Committee) – May 16, 2019</p>	
<p><a href="#">H.R. 2705</a>  <a href="#">Water Infrastructure Trust Fund Act of 2019</a></p>	<p>To establish a Water Infrastructure Trust Fund through the Treasury Department - 50% of the fund shall be available to the EPA for capitalization grants under §601 of the Federal Water Pollution Control Act and 50% of the fund shall be available to the EPA for capitalization grants under §1452 under the Safe Drinking Water Act.</p>	<p>Introduced by Rep. Earl Blumenauer (D-OR) – May 14, 2019</p> <p>Passed out of Subcommittee on Energy (of House Energy and Commerce Committee) – May 16, 2019</p>	
<p><a href="#">S. 1473</a>  <a href="#">Protect Drinking Water from PFAS Act of 2019</a></p>	<p>To amend the Safe Drinking Water Act to require the Administrator of the Environmental Protection Agency to set maximum contaminant levels for certain chemicals, and for other purposes.</p>	<p>Introduced by Sen. Kirsten Gillibrand (D-NY) – May 15, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><a href="#"><u>H.R. 2800</u></a>  <a href="#"><u>PFAS Monitoring Act of 2019</u></a></p>	<p>To amend the Safe Drinking Water Act to require continued and expanded monitoring of perfluoroalkyl and polyfluoroalkyl substances in drinking water, and for other purposes.</p>	<p>Introduced by Rep. Elissa Slotkin (D-MI) – May 16, 2019</p>	
<p><a href="#"><u>S. 1507</u></a>  <a href="#"><u>PFAS Release Disclosure Act</u></a></p>	<p>To include certain perfluoroalkyl and polyfluoroalkyl substances in the toxics release inventory, and for other purposes.</p>	<p>Introduced by Sen. Shelley Moore Capito (R-WV) – May 16, 2019</p> <p>Passed the Senate Committee on Environment and Public Works and placed on the Senate Calendar for a full vote – June 19, 2019</p>	
<p><a href="#"><u>H.R. 2776</u></a>  <a href="#"><u>Stop Sewage Overflow Act</u></a></p>	<p>To make certain municipalities eligible for grants under the Federal Water Pollution Control Act. Grant cost shares would be applicable as follows:</p> <ul style="list-style-type: none"> <li>• Not less than 55 percent for municipalities the affected residents of which pay, on average, 2.0 percent or less of their household income for sewer service.</li> <li>• Not less than 60 percent for municipalities the affected residents of which pay, on average, more than 2.0 percent, but not more than 2.5 percent, of their household income for sewer service.</li> <li>• Not less than 65 percent for municipalities the affected residents of which pay, on average, more than 2.5 percent, but not more than 3.0 percent, of their household income for sewer service.</li> <li>• Not less than 70 percent for municipalities the affected residents of which pay, on average, more than 3.0 percent, but not more than 3.5 percent, of their household income for sewer service.</li> <li>• Not less than 75 percent for municipalities the affected residents of which pay, on average, more than 3.5 percent of their household income for sewer service.</li> </ul>	<p>Introduced by Rep. Lori Trahan (D-MA) – May 16, 2019</p>	



LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><u>H.R. 2871</u></b>  <u>Aquifer Recharge Flexibility Act</u></p>	<p>To provide flexibility to allow greater aquifer recharge. Eligible land, with respect to a Reclamation project, means land that is authorized to receive water under State law and shares a groundwater source with land located in the service area of the Reclamation project.</p>	<p>Introduced by Rep. Russ Fulcher (R-ID) – May 21, 2019</p>	
<p><b><u>S. 1604</u></b>  <u>Local Water Protection Act</u></p>	<p>To amend the Federal Water Pollution Control Act to reauthorize certain programs relating to nonpoint source management – specifically authorization appropriations of \$7,500,000 per year for FY2020 through FY2024.</p>	<p>Introduced by Sen. Amy Klobuchar (D-MN) - May 22, 2019</p>	
<p><b><u>S. 1689</u></b>  <u>A bill to permit States to transfer certain funds from the clean water revolving fund of a State to the drinking water revolving fund of the State in certain circumstances, and for other purposes.</u></p>	<p>To permit States to transfer certain funds from the clean water revolving fund of a State to the drinking water revolving fund of the State in certain circumstances, and for other purposes.</p>	<p>Introduced by Sen. Cory Booker (D-NJ) – May 23, 2019</p> <p>Passed out of Senate Committee on Environment and Public Works and placed on the Senate Calendar for a full vote – June 19, 2019</p>	
<p><b><u>S. Res. 213</u></b>  <u>A resolution designating the week of May 19 through May 25, 2019 as “National Public Works Week.”</u></p>	<p>This resolution designates the week of May 19-May 25, 2019, as National Public Works Week.</p>	<p>Introduced by Sen. Jim Inhofe (R-OK) – May 23, 2019</p> <p>Passed the Senate – May 23, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><a href="#"><u>S. 1811</u></a>  <a href="#"><u>A bill to make technical corrections to the America's Water Infrastructure Act of 2018</u></a></p>	<p>To make technical corrections to the America's Water Infrastructure Act of 2018. Corrections include:</p> <ul style="list-style-type: none"> <li>• Extending the Non-Federal Implementation Pilot Program from five to ten years; and</li> <li>• Amending the local government reservoir permit review to remove the limitation of those only owned and operated by the Secretary.</li> </ul>	<p>Introduced by Sen. John Barrasso (R-WY)</p> <p>Passed the Senate – July 10, 2019</p>	
<p><a href="#"><u>S. 1857</u></a>  <a href="#"><u>Federal Energy and Water Management Performance Act of 2019</u></a></p>	<p>To amend the National Energy Conservation Policy Act to improve Federal energy and water performance requirements for Federal buildings and establish a Federal Energy Management Program. The program is to exist from 2020-2030. One area addressed is to improve water use efficiency and management, including stormwater management, at facilities of the agency by reducing agency potable water consumption intensity (as measure in galls per gross square food) by 54% by FY2030, relative to the water consumption of the agency in FY2007 and through reductions of 2% each fiscal year.</p>	<p>Introduced by Sen. Lisa Murkowski (R-AK) – June 13, 2019</p> <p>Passed out of Committee on Energy and Natural Resources – July 16, 2019</p>	
<p><a href="#"><u>H.R. 3254</u></a>  <a href="#"><u>PIPE Act</u></a></p>	<p>To require the Administrator of the Environmental Protection Agency to establish a discretionary grant program for drinking water and wastewater infrastructure projects, and for other purposes. Priority of the grant program would be to help bring public water systems into compliance with the Safe Drinking Water Act or for publicly owned treatment works into compliance with the Federal Water Pollution Control Act. The federal cost share of projects under this program will not exceed 100%. The grants program is to be authorized for \$500,000,000 a year for fiscal years 2020 through 2029.</p>	<p>Introduced by Rep. Antonio Delgado (D-NY)</p>	
<p><a href="#"><u>S. 1932</u></a>  <a href="#"><u>Drought Resiliency and Water Supply Infrastructure Act</u></a></p>	<p>To support water infrastructure in Reclamation states and for other purposes. The bill includes a 5-year, \$100 million reauthorization of the Bureau of Reclamation's Title XVI Water Reclamation and Reuse competitive grant program, originally authorized in the 2016 Water Infrastructure Improvements for the Nation (WIIN) Act (Title XVI-WIIN). In addition to the key Title XVI-WIIN Competitive Grant Program, the legislation includes \$60 million for desalination, additional funding for surface and groundwater storage, and a new low-interest loan program for the financing of a range of water infrastructure projects.</p>	<p>Introduced by Sen. Cory Gardner (RCO) – June 20, 2019</p> <p>Subcommittee Hearing Held in the Senate – July 18, 2019</p>	



LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><u>H.R. 3423</u></b>  <u>National Green Bank Act of 2019</u></p>	<p>To amend title 31, United States Code, to provide for the issuance of Green Bonds and to establish the United States Green Bank, and for other purposes.</p>	<p>Introduced by Rep. Jim Himes (D-CT) – June 21, 2019</p>	
<p><b><u>H.R. 3521</u></b>  <u>Wastewater Infrastructure Workforce Investment Act</u></p>	<p>To amend the Federal Water Pollution Control Act with respect to wastewater infrastructure workforce development, and for other purposes. Amends the language from manpower to workforce. Gives the states the ability to reserve up to 1% of the sums allotted to the state under this section for the fiscal year to carry out workforce development, training, and retraining.</p>	<p>Introduced Rep. Greg Stanton (D-AZ) – June 26, 2019</p>	
<p><b><u>H.R. 3510</u></b>  <u>Water Resources Research Amendments Act</u></p>	<p>To amend the Water Resources Research Act of 1984 to reauthorize grants for and require applied water supply research regarding the water resources research and technology institutes established under that Act.</p>	<p>Introduced by Rep. Josh Harder (D-CA) – June 26, 2019</p>	
<p><b><u>S. 2044</u></b>  <u>Water Supply Infrastructure Rehabilitation and Utilization Act</u></p>	<p>To amend the Omnibus Public Land Management Act of 2009 to establish an Aging Infrastructure Account, to amend the Reclamation Safety of Dams Act of 1978 to provide additional funds under that Act, to establish a review of flood control rule curves pilot project within the Bureau of Reclamation, and for other purposes.</p>	<p>Introduced by Sen. Martha McSally (R-AZ) – June 27, 2019   Subcommittee Hearing Held in the Senate – July 18, 2019</p>	
<p><b><u>S. 2013</u></b>  <u>A bill to protect the right of individuals to bear arms at water resources development projects</u></p>	<p>To protect the right of individuals to bear arms at water resources development projects.</p>	<p>Introduced by Sen. Mike Crapo (R-ID) – June 27, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 3616</u></a> <a href="#"><u>Clean Water Standards for PFAS Act of 2019</u></a>	<p>To require the Administrator of the Environmental Protection Agency to designate per- and polyfluoroalkyl substances as toxic pollutants under the Federal Water Pollution Control Act, and for other purposes.</p>	<p>Introduced by Rep. Chris Pappas (D-NH) – July 2, 2019</p>	
<a href="#"><u>S. 2056</u></a> <a href="#"><u>Build America, Buy America Act</u></a>	<p>To ensure that certain Federal infrastructure programs require the use of materials produced in the United States, and for other purposes.</p>	<p>Introduced by Sen. Sherrod Brown (D-OH) – July 8, 2019</p>	
<a href="#"><u>H.R. 3723</u></a> <a href="#"><u>Desalination Development Act</u></a>	<p>To promote desalination project development and drought resilience, and for other purposes.</p>	<p>Introduced by Rep. Mike Levin (D-CA) – July 11, 2019</p>	
<a href="#"><u>H.R. 3779</u></a> <a href="#"><u>Resilience Revolving Loan Fund Act of 2019</u></a>	<p>To amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act to allow the Administrator of the Federal Emergency Management Agency to provide capitalization grants to eligible entities to establish revolving funds to provide assistance to reduce disaster risks, and for other purposes.</p>	<p>Introduced by Rep. Angie Craig (D-MN) – July 16, 2019</p>	
<a href="#"><u>H.R. 3844</u></a> <a href="#"><u>Farmer Fairness Act</u></a>	<p>To amend the Federal Water Pollution Control Act to require all persons exercising substantial operational control over a concentrated animal feeding operation to jointly obtain a permit for certain discharges, and for other purposes.</p>	<p>Introduced by Rep. Ro Khanna (D-CA) – July 18, 2019</p>	
<a href="#"><u>S. 2187</u></a> <a href="#"><u>National Flood Insurance Program Reauthorization and Reform Act of 2019</u></a>	<p>To reauthorize the National Flood Insurance Program, and for other purposes.</p>	<p>Introduced by Sen. Robert Menendez (D-NJ) – July 18, 2019</p>	
<a href="#"><u>S. 2164</u></a> <a href="#"><u>Water Resources Research Amendments Act</u></a>	<p>To amend the Water Resources Research Act of 1984 to reauthorize grants for and require applied water supply research regarding the water resources research and technology institutes established under that Act.</p>	<p>Introduced by Sen. Ben Cardin (D-MD) – July 18, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><u>S.2239</u></b>  A bill to codify an Executive order preparing the United States for the impacts of climate change, and for other purposes.</p>	<p>To codify an Executive order preparing the United States for the impacts of climate change, and for other purposes.</p>	<p>Introduced by Sen. Amy Klobuchar (D-MN) – July 23, 2019</p>	
<p><b><u>H.R. 3944</u></b>  To amend the Water Resources Reform and Development Act of 2014 to modify the procedure for communicating certain emergency risks, and for other purposes.</p>	<p>To amend the Water Resources Reform and Development Act of 2014 to modify the procedure for communicating certain emergency risks, and for other purposes.</p>	<p>Introduced by Rep. Kevin Hern (R-OK) – July 24, 2019</p>	
<p><b><u>H.R.3949</u></b>  To amend the Safe Drinking Water Act to provide for drinking water fountain replacement in playgrounds and parks, and for other purposes.</p>	<p><i>Text is not yet available.</i></p>	<p>Introduced by Rep. Grace Meng (D-NY) – July 24, 2019</p>	
<p><b><u>H.R.4050</u></b>  To direct the Administrator of the Environmental Protection Agency to award grants for projects that are consistent with zero-waste practices, and for other purposes</p>	<p><i>Text is not yet available</i></p>	<p>Introduced by Rep. Ilhan Omar (D-MN) – July 25, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b>H.R.4033</b> To provide supplemental appropriations for safe and secure water, and for other purposes</p>	<p><i>Text is not yet available</i></p>	<p>Introduced by Rep. Daniel Kildee (D-MI) – July 25, 2019</p>	
<p><b><u><a href="#">H.R.4006</a></u></b> <u>CLEANER Act of 2019</u></p>	<p>To require regulation of wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal energy under the Solid Waste Disposal Act, and for other purposes.</p>	<p>Introduced by Rep. Matt Cartwright (D-PA) – July 26, 2019</p>	
<p><b><u><a href="#">H.R.4007</a></u></b> <u>Focused Reduction of Effluence and Stormwater runoff through Hydrofracking Environmental Regulation Act of 2019</u></p>	<p>To amend the Federal Water Pollution Control Act and direct the Secretary of the Interior to conduct a study with respect to stormwater runoff from oil and gas operations, and for other purposes.</p>	<p>Introduced by Rep. Matt Cartwright (D-PA) – July 26, 2019</p>	
<p><b><u><a href="#">S. 2302</a></u></b> <u>America’s Transportation Infrastructure Act of 2019</u></p>	<p>To amend title 23, United States Code, to authorize funds for Federal-aid highways and highway safety construction programs, and for other purposes.</p>	<p>Introduced by Sen. John Barrasso (R-WY) – July 29, 2019</p>	
<p><b><u><a href="#">S.2325</a></u></b> <u>Super Pollutants Act</u></p>	<p>To establish a task force to review policies and measures to promote, and to develop best practices for, reduction of short-lived climate pollutants, and for other purposes.</p>	<p>Introduced by Sen. Murphy (D-CT) – July 30, 2019</p>	
<p><b><u><a href="#">S. 2353</a></u></b> <u>Protecting Firefighters from Adverse Substances Act of 2019</u></p>	<p>To direct the Administrator of the Federal Emergency Management Agency to develop guidance for firefighters and other emergency response personnel on best practices to protect them from exposure to PFAS and to limit and prevent the release of PFAS into the environment, and for other purposes.</p>	<p>Introduced by Sen. Gary Peters (D-MI) – July 31, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b>S.2410</b> A bill to amend the Federal Water Pollution Control Act to modify the requirements for permits for dredged or fill material, and for other purposes.</p>	<p><i>Text is not yet available</i></p>	<p>Introduced by Sen. Cindy Hyde-Smith (R-MS) – July 31, 2019</p>	
<p><b>S.2404</b> <a href="#">Build Local, Hire Local Act</a></p>	<p>To establish an expansive infrastructure program to create local jobs and raise the quality of life in every community, to launch middle class career pathways in infrastructure, and to invest in high-quality American jobs, and for other purposes.</p>	<p>Introduced by Sen. Kirsten Gillibrand (D-NY) – July 31, 2019</p>	
<p><b>H.R.4143</b> <a href="#">Super Pollutants Act of 2019</a></p>	<p>To establish a task force to review policies and measures to promote, and to develop best practices for, reduction of short-lived climate pollutants, and for other purposes.</p>	<p>Introduced by Rep. Scott Peters (D-CA) – August 2, 2019</p>	
<p><b>H.R. 4149</b> To prohibit the closure, consolidation, or elimination of offices of the Environmental Protection Agency.</p>	<p><i>Text is not yet available</i></p>	<p>Introduced by Rep. Debbie Dingell (D-MI) – August 2, 2019</p>	