



# Board Agenda Item 55

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DATE: February 22, 2022

TO: Board of Supervisors

SUBMITTED BY: Steven E. White, Director  
Department of Public Works and Planning

SUBJECT: Reclamation Agreement and Road Repair Agreements with Fifth Standard Solar PV, LLC, to implement Project Mitigation Measures and Conditions of Approval of Unclassified Conditional Use Permit Nos. 3562 and 3564 which permitted the development, operation and reclamation of a solar energy collection and storage facility

RECOMMENDED ACTION(S):

- 1. Approve and authorize Chairman to execute a 35-year Reclamation Agreement with Fifth Standard Solar PV, LLC, the project applicant (the Applicant), to implement project mitigation measures and specific conditions of approval placed on Unclassified Conditional Use Permit (CUP) Nos. 3562 and 3564 for the first phase of a two-phase solar photovoltaic electricity generating and energy storage facility (the Project) initially on approximately 950 acres in the unincorporated area near the City of Huron;**
- 2. Approve the proposed unexecuted form of an Irrevocable Standby Letter of Credit initially in the amount of \$6,368,598.50 (Letter of Credit) to be issued by Sumitomo Mitsui Banking Corporation, New York Branch (SMBC, New York Branch), as security to the County for the Reclamation Agreement for up to a total of seven years, and the proposed unexecuted form of an Incumbency Certificate of the Director and Associate General Counsel, Americas Division Sumitomo Mitsui Banking Corporation (Incumbency Certificate), certifying the authorization of the authorized officer who will execute the Letter of Credit;**
- 3. Authorize the Director of the Department of Public Works and Planning or his/her designee (Director) to accept the Letter of Credit to be executed and issued by SMBC, New York Branch (and any amendment that may extend the term of the Letter of Credit), and the Incumbency Certificate to be executed by the Director and Associate General Counsel, Americas Division Sumitomo Mitsui Banking Corporation, certifying the authorization of the authorized officer who will execute the Letter of Credit (and any amendment that may extend the term of the Letter of Credit), and to accept any replacement Letter of Credit in the then-current amount of the Letter of Credit being replaced (and any amendment that may extend the term of the replacement Letter of Credit), to be issued by an eligible financial institution under the Reclamation Agreement, as security to the County for the Reclamation Agreement, for the balance of its 35-year term, and any incumbency certificate, certificate, resolution, or similar document to be provided by the eligible financial institution, including any officer thereof, certifying the authorization of the authorized officer who will execute the replacement Letter of Credit (and any amendment that may extend the term of the replacement Letter of Credit), to satisfy a condition of approval of CUP Nos. 3562 and 3564, all of which shall be subject to approval as to**

**legal form by County Counsel;**

- 4. Approve and authorize the Chairman to execute a Road Repair Agreement with the Applicant, in order to satisfy a mitigation measure for the Project;**
- 5. Authorize the Director to accept deposits of funds required under the Road Repair Agreement; and**
- 6. Authorize the Director of the Department of Public Works and Planning to accept a grant of limited access easements from the owners of the properties upon which the Project is to be situated for purposes of any reclamation by the County, if the County elects to do so.**

**The Project site is located in unincorporated Fresno County on the west side of State Route 269 (Lassen Avenue), between Gale Avenue and Jayne Avenue, approximately one and a half-miles south of the City of Huron and approximately two miles east of Interstate 5.**

On October 22, 2020, the Planning Commission approved CUP Nos. 3562, 3563, and 3564 for the Project and certified Environmental Impact Report (EIR) No. 7257. As a condition of those approvals, the Planning Commission required the Applicant's compliance with a Reclamation Plan. The Applicant is not pursuing development under CUP No. 3563, and therefore, the Recommended Actions do not cover that CUP.

Your Board's approval of the Recommended Actions would satisfy Project mitigation measures and specific conditions of approval placed on CUP Nos. 3562 and 3564, thereby enabling the County to issue construction permits for the Project. The Recommended Actions would contractually require the Applicant to pay for costs associated with reclamation of the Project and to fund road repairs caused by construction of the Project.

Your Board's approval of Recommended Actions, taken together, would (1) authorize the County to enter into the recommended 35-year Reclamation Agreement; (2) approve the proposed unexecuted form of an Irrevocable Standby Letter of Credit initially in the amount of \$6,368,598.50 (Letter of Credit) to be issued by SMBC, New York Branch, for up to a total of seven years, as security to the County for the Reclamation Agreement and proposed form of the related unexecuted Incumbency Certificate; (3) authorize the Director to accept the Letter of Credit (and any amendment that may extend its term) and related incumbency certificate to be issued by SMBC, New York Branch, and to accept any replacement Letter of Credit (and any amendment that may extend its term) in the then-current amount of the Letter of Credit being replaced, to be issued by an eligible financial institution under the Reclamation Agreement, as security to the County for the Reclamation Agreement, for the balance of its 35-year term, and any related certificates; (4) authorize the County to enter into a Road Repair Agreement with the Applicant, which is a condition of approval for the Project; (5) authorize the Director to accept deposits of funds required under the Road Repair Agreement; and (6) authorize the County to accept a grant of limited access easements from the owners of the properties upon which the Project is to be situated; when CUP Nos. 3562 and 3564 expire, and if the Project is abandoned, or the Applicant defaults on the Reclamation Agreement, the easements would give the County the legal right, if the County elects to undertake such reclamation, needed to access the Project to carry out the reclamation of the properties to their pre-Project conditions.

The Applicant has expressed urgency to the County by having commenced grading operations prior to the approval of the recommended agreements relating to this agenda item.

This item pertains to a location in District 4.

ALTERNATIVE ACTION(S):

The Board may reject the recommended actions and provide staff with further direction.

FISCAL IMPACT:

No fiscal impact to the County is anticipated.

The Applicant has an agreement and funds on deposit with the County to pay for all staff costs associated with processing the Project.

The recommended Reclamation Agreement requires the Applicant to undertake reclamation at the end of the Project's 35-year life, and if the Project is abandoned, or the Applicant defaults on the Reclamation Agreement, to reimburse the County for its costs associated with reclamation of the Project sites, by the County if it elects to do so, through financial assurance in the form of a Letter of Credit that is acceptable to the County, based on certain criteria. The Applicant is required to provide the Letter of Credit initially in the amount of \$6,368,598.50; the Letter of Credit has a term of up to a total of seven years, and automatically increases by annual scheduled amounts (based on a 3% automatic escalator). At the end of the 35-year Project life, if the remaining Project materials are to be removed by the Applicant, and the sites are supposed to be returned to pre-Project conditions as determined by the Department of Public Works and Planning, and, if not used, the then-current Letter of Credit will be returned to the Applicant.

The recommended Road Repair Agreement is intended to satisfy a Project mitigation measure that requires the Applicant to enter into a financially secured agreement to ensure that any County roads which are demonstrably damaged by Project related traffic are repaired, paved, and/or slurry-sealed, as is determined by the Fresno County Public Works and Planning Department's Road Maintenance and Operations Division. These obligations would be secured by a deposit with the County of \$100,000.00, which the County could use to make the repairs if the Applicant fails to complete them. The Applicant would be required to deposit additional money with the County should the funds set forth above be insufficient. Any funds deposited but not used by the County to repair or replace the roads would be refunded by the County to the Applicant.

DISCUSSION:

Overview - The Project's Anticipated Generation of Electricity:

The Applicant, Fifth Standard Solar PV, LLC, intends to develop the first phase of construction that initially includes approximately 950 acres with the potential of generating 150 MW of electricity include the energy storage facilities in western unincorporated Fresno County, south of the City of Huron.

The full Project (including the first phase, presented to your Board in this item, and a potential future, second phase that is not part of this item) could generate up to a total of 200 megawatts of electricity with 400 MWh of energy storage facilities on approximately 1,200 acres.

Planning Commission Approvals:

On October 22, 2020, the Planning Commission approved Unclassified Conditional Use Permit (CUP) Nos. 3562, 3563, and 3564 and certified EIR No. 7257 to construct, operate, maintain, and ultimately decommission a photovoltaic electricity generating facilities, energy storage facilities and their associated infrastructure. The Applicant is not pursuing development under CUP No. 3563 at this time, and therefore, the Recommended Actions do not cover that CUP.

The recommended agreements listed under Recommended Actions relate only to the construction of the first phase of the Project (CUP Nos. 3562 and 3564), with the remaining second phase of the Project to be developed in the future, which will necessitate a subsequent set of agreements and deposits for your Board's consideration and requested action (e.g., reclamation agreement (or possibly amendment to the currently-recommended Reclamation Agreement, if entered into); road repair agreement; security escrow agreement.

Planning Commission's Conditions of Approval - Key Conditions:

The Planning Commission approval includes conditions within its approval of Unclassified Conditional Use Permit that requires the Project owner to adhere to a Reclamation Plan submitted to and approved by the County and requires the Applicant to enter into a Reclamation Agreement and provide financial assurances and to ensure restoration of the property (the Property) on which the Project is situated back to agricultural uses when the Conditional Use Permit expires, or the Project is abandoned. Mitigation Measure (\*MM) AG-1, and Conditions of Approval (COA) Nos. 2,4, 5, and 8 which read as follows:

*\*MM AG-1: Prior to any ground disturbing activity, the Applicant shall enter into a Reclamation Agreement to implement a Reclamation Plan for each Conditional Use Permit for restoration of agricultural land. The Plan shall include the following standards:*

- Final reclamation actions shall require that agricultural land be returned to a fertility level equivalent to that level required to support crops recommended by an agricultural consultant through consultation with the County.*
- Revegetation fertility level success shall be achieved when the productive capability of the revegetated area is equivalent to or exceeds, for two equivalent crop years, that of the pre-project condition or any similar crop production in the region, as determined by an agricultural consultant or as compared to the baseline onsite agricultural production, as determined by the County.*

*\*MM TRA-3 Road Repair Agreement. Prior to the start of construction, the Applicant shall enter into a secured agreement with the County to ensure that the proposed project contributes its fair-share portion towards repairs of any County roads that are impacted by this project. The scope of impacts shall be determined in consultation with the County of Fresno and Caltrans District 6.:*

- COA No 2: *The CUP approval shall be conditioned upon acceptance of Financial Assurances by the Director of the Department of Public Works and Planning and/or the Director's designee.*
- COA No 4: *The project shall adhere to the procedures listed in the Reclamation Plans prepared for the operation, including requirements for financial estimates, bonding and facility removal when operation ceases. Prior to the issuance of any Construction Permits (Building, Electrical, Mechanical, Plumbing), the required bond amount, based on the engineer's estimate, shall be deposited (or evidence of a Bank Guarantee or Irrevocable Letter of Credit shall be provided).*
- COA No. 5: *The Reclamation Plans shall be revised to provide for an annual increase in costs at 3% or tied to the Consumer Price Index (CPI), or other mechanism acceptable to the Fresno County Department of Public Works and Planning.*

The Recommended Actions:

Your Board's approval of the Recommended Actions would authorize the approval and execution of the recommended 35-year Reclamation Agreement, and to authorize a financial assurance for this agreement by providing a Letter of Credit in the initial amount of \$6,368,598.50, for up to a total of seven years, which provides funds to be available to the County in the event that the Applicant does not perform the provisions called for in the reclamation plan and Reclamation Agreement, and the County elects to perform those provisions. The recommended Reclamation Agreement also requires that the amount of the Letter of Credit automatically increases by annual amounts (a 3% automatic escalator) to account for potential inflation of

reclamation costs based on 3% annually.

Initially the amount of the Letter of Credit will be \$6,368,598.50, and either it, or its replacement for the balance on the 35-year term of the recommended Reclamation Agreement, in total, will automatically increase to \$17,398,407.97 by the 35th year (assuming no early draw by the County on any such Letter of Credit). The amount of the Letter of Credit, including any increases in its amount, is not a limitation on the Applicant's obligations under the recommended Reclamation Agreement or the Reclamation Plan.

The term of the recommended Reclamation Agreement is based on the anticipated operational period of the Project; as stated below, that is presently expected to be approximately 35 years.

Also, the Road Repair Agreement ensures that the County does not bear the burden of the costs of the Project, and that the Applicant pays for the impacts of construction on the County's roads.

Recommended Action 1 - approve and execute the Reclamation Agreement:

The primary purposes and benefits of the recommended Reclamation Agreement are:

1. To give the County and the Applicant an agreed-upon process for the Applicant to complete the reclamation of the affected properties under the Reclamation Plan.
2. For the Applicant to maintain a financial assurance to the County, in case of Project abandonment or a default of the Applicant; in such case, the County may elect to draw upon such financial assurance and perform the Applicant's reclamation obligations up to the amount of funds available to the County under such financial assurance.
3. Provide for an easement for the County to access the Property for such County reclamation, if undertaken by the County.

Under the terms of the recommended Reclamation Agreement, the financial institution issuing the Letter of Credit is required to meet minimum "investment grade" rating for an "issuer long-term rating" from at least two of the following major rating agencies, or their successors: (1) Fitch Ratings Ltd.; (2) Moody's Investors Service, Inc. (Moody's); or (3) Standard & Poor's Ratings Services (S&P). The use of these rating agency credit ratings enables the parties to use an agreed-upon readily available, independent measuring tool for the minimum creditworthiness of the financial institution providing the Letter of Credit (and any eligible new financial institution, discussed below, that issues a replacement Letter of Credit to the County). Also, the use of such major ratings agencies for creditworthiness assures that the financial institution will be larger enough to be rated by them.

A rating agency's credit rating, if given, is specific to the particular entity being rated (e.g., the entity's parent, if rated, would have its own rating). Each rating agency may have one or more rating categories that measure various aspects of a rated financial institution's creditworthiness. Therefore, the recommended Reclamation Agreement uses the "issuer long-term rating" category (or if there is more than one long-term rating category, then all such long-term categories), since it is a rating agency's commonly-available, overall rating category for a rated financial institution's creditworthiness.

The minimum "investment grade" rating for an "issuer long-term rating" generally means the present estimate of a financial institution's ability to pay long-term financial obligations is viewed by a rating agency as a relatively low-to-moderate long-term credit risk. The rating category below "investment grade" is "speculative" which either signals a higher level of a long-term credit risk or that a default has already occurred. But a rating only reflects a rating agency's subjective judgment of the business and management of the rated entity; a rating is only a prediction of creditworthiness, not a guarantee that a financial obligation will be paid.

The recommended Reclamation Agreement's use of at least two of these three rating agencies' minimum "investment grade" ratings would set a minimum level of creditworthiness of the financial institution (and any eligible new financial institution, discussed below, that issues a replacement Letter of Credit to the County). The rating agency's rating of the financial institution or the financial institution's actual credit risk may change without notice from the financial institution or the Applicant. Therefore, Staff will periodically monitor the relevant rating agencies' "issuer long-term rating" of the financial institution (or any eligible new financial institution) for its compliance with the recommended Reclamation Agreement.

It is anticipated that there could be successive issuer banks because the term of the Reclamation Agreement is 35 years, and typically, banks issue letters of credit for only a few years at a time (though it is possible that they could issue amendments that extend their lives or reissue replacement letters of credit).

The recommended Reclamation Agreement allows the Applicant to cause any new eligible financial institution to issue a replacement Letter of Credit to the County; the creditworthiness of that new financial institution would be based on the Reclamation Agreement's minimum "investment grade" rating for an "issuer long term rating."

The recommended Reclamation Agreement provides that if the financial institution receives deposits, it shall be insured by the Federal Deposit Insurance Corporation (FDIC).

The recommended Reclamation Agreement provides that the term of the Letter of Credit will be automatically extended each year, unless it is terminated early according to its terms. Specifically, if the eligible financial institution that issued the Letter of Credit gives written notice to the County of non-renewal of its Letter of Credit (which must be given at least 120 days prior to its expiration), the recommended Reclamation Agreement requires the Applicant to cause a new eligible financial institution to issue and deliver to the County a replacement Letter of Credit at least 60 days prior to the date of expiration of the then-current Letter of Credit. Failure to do so, will authorize the County under the recommended Reclamation Agreement to draw on the letter of Credit and hold the funds until the Applicant obtains a satisfactory replacement Letter of Credit from an eligible financial institution under the Reclamation Agreement.

Under the recommended Reclamation Agreement, the Applicant is required to maintain a Letter of Credit or replacement Letter of Credit from an eligible financial institution, without loss or interruption in coverage, so that the Applicant's performance of its obligations under the recommended Reclamation Agreement is continuously secured by the Letter of Credit (or a replacement Letter of Credit) that complies in all respects with the terms and conditions of the recommended Reclamation Agreement. Furthermore, the Letter of Credit (including the form and substance of the Letter of Credit) shall be subject to the County's satisfaction. Generally, in determining whether a proposed replacement Letter of Credit is satisfactory to the County, the County may consider whether the proposed replacement Letter of Credit complies substantially with the form and substance of the then-current Letter of Credit issued to the County.

The Reclamation Agreement allows the Applicant, without the County's consent, to transfer the Reclamation Agreement, but only in its entirety, to any entity or person that becomes the sole permittee under CUP Nos. 3562 and 3564, provided that certain conditions are met, such as the Applicant giving the County at least 30 days' prior notice of the transfer, and the transferee executes an assignment and assumption agreement in a form and substance reasonably satisfactory to the County.

If the Applicant's default under the Reclamation Agreement, the County may, if it elects, draw on the Letter of Credit and undertake the reclamation of the Property in substantial conformity with the Reclamation Plan. Drawing on the Letter of Credit, however, will not obligate the County to continue or complete the Reclamation Plan beyond the amount of such funds so drawn. The County may also use a portion of such proceeds for the County's reasonable administrative and overhead costs in connection with such

reclamation pursuant to the Reclamation Plan.

Lastly, the recommended Reclamation Agreement requires the Applicant to require that the Letter of Credit shall provide that the financial institution shall agree, for itself and its representatives, successors, assigns, and property, that the financial institution shall irrevocably and unconditionally submit to the exclusive jurisdiction of the courts located within Fresno County. This provision is included in the SMBC, New York Branch Letter of Credit, discussed below.

Recommended Action 2 - approve the form of the SMBC, New York Branch Letter of Credit and form of Incumbency Certificate:

If Recommended Action 1 (i.e., the Reclamation Agreement) is approved, the Applicant would need its proposed eligible financial institution to issue the Letter of Credit to the County under the terms of the Reclamation Agreement. Therefore, your Board's approval of Recommended Action 2 would approve the form of the unexecuted Letter of Credit proposed by the Applicant's intended financial institution.

Sumitomo Mitsui Banking Corporation, New York Branch (SMBC, New York Branch) and the form of the Incumbency Certificate by SMBC, New York Branch's legal counsel certifying the authorization of the authorized officer executing the Letter of Credit. The Applicant makes certain representations under the recommended Reclamation Agreement concerning SMBC, New York Branch-e.g., it is validly existing as a foreign banking organization under the laws of the State of New York, that it has all the powers of a foreign branch as specified under Article V of the Banking Law of the State of New York, is authorized to transact business in the State of New York. These representations enable the County to conclude that SMBC, New York Branch, is subject to jurisdiction within the United States.

As of the time that this item was prepared, SMBC, New York Branch received an "issuer long-term rating" as follows:

Moody's: A1 (compared to Moody's present "investment grade" minimum of Baa3)  
S&P: A (compared to S&P's present "investment grade" minimum of BBB-)  
Fitch: A (compared to Fitch's present "investment grade" minimum of BBB-)

Each of these ratings exceed the minimum "investment grade" rating for an "issuer long-term rating."

SMBC, New York Branch is not FDIC insured, as Staff are informed that SMBC, New York Branch does not receive deposits.

The SMBC, New York Branch Letter of Credit will have an initial term of one year, which term may automatically extend annually up to a total of 7 years, subject to the SMBC, New York Branch's right not to extend the term of its Letter of Credit, discussed above. This will necessarily mean that the Applicant will either need to request SMBC, New York to issue a new Letter of Credit not later than the 8th year, or seek a new, eligible financial institution to issue a replacement Letter of Credit, in either such case, in compliance with the recommended Reclamation Agreement. The Letter of Credit and any replacement Letter of Credit need to meet certain listed minimum requirements for their terms and conditions as stated in the Reclamation Agreement.

The SMBC, New York Branch Letter of Credit contains a provision that has not been in Letters of Credit that the County has accepted. The County's typical provision states that the issuer bank may not assign the Letter of Credit without the County's written consent. But the proposed SMBC, New York Branch Letter of Credit provides that SMBC, New York Branch may not assign the Letter of Credit other than to a successor bank by way of merger or consolidation. If that should occur, (a) any succeeding issuing bank shall be bound by the terms of the Letter of Credit and shall have the same obligations as SMBC, New York Branch as the original issuing bank, and (b) the Letter of credit shall continue in full force and effect and shall remain

valid, and enforceable and binding against the succeeding issuing bank, in accordance with its terms. Also, the succeeding issuing bank shall give the County written notice within sixty (60) calendar days following any such merger or consolidation.

County Counsel's office asked the Applicant's legal counsel whether it could obtain a statement from SMBC, to be given to your Board, indicating whether SMBC has pending any proposed merger or consolidation that would trigger the above clause in the Letter of Credit. The Applicant's legal counsel promptly inquired of SMBC, and received the following written response from SMBC's legal counsel on February 2, 2022:

"SMBC's representative is prohibited from making such a statement, but that SMBC's parent company is publicly listed and any comfort should be obtained from publicly available filings."

County Counsel's office then asked the Applicant's counsel if the Applicant would like to provide its own response to be given to your Board, and the following response was promptly provided by Applicant's counsel on February 3, 2022:

"RWE Renewables Americas asked our counsel [the law firm of], Sheppard Mullin, to review the public SEC filings since the beginning of 2019. The review did not reveal any announcement or disclosure of any pending or contemplated future merger, consolidation or sale of Sumitomo Mitsui Banking Corporation (SBMC) or its holding company and parent, Sumitomo Mitsui Financial Group (SMFG). Further, the review found that SMFG's most recent annual report (for its fiscal year ended March 31, 2021) indicated that there were no public offers or pending arrangements that would result in a change of control of either SMFG or SBMC, and our review of SMFG's subsequent public SEC filings did not reveal any new disclosures to the contrary."

The most recent public statements referenced above by the Applicant do not appear to be very current (i.e., as of March 31, 2021), and therefore have limited value. Even so, your Board may rely on the above clause in the Letter of Credit, which requires any succeeding issuing bank to be bound by the terms of the Letter of Credit, as more fully stated above, and the succeeding issuing bank shall give the County written notice within sixty (60) calendar days following any such merger or consolidation.

Recommended Action 3 - authorize the Director's acceptance of the Letter of Credit and any replacement Letter of Credit, and related certificates or resolutions:

Your Board's approval of Recommended Action 3 would authorize the Director of the Department of Public Works and Planning (Director) to accept the Letter of Credit to be issued by SMBC, New York Branch (and any amendment that may extend its term).

The recommended Reclamation Agreement states that the Applicant will require the Letter of Credit to be issued (executed and effective) on February 23, 2022 and delivered to the County not later than five business days after February 22, 2022 (i.e. March 1, 2022).

Furthermore, your Board's approval of Recommended Action 3 would authorize the Director to accept any replacement Letter of Credit (and any amendment that may extend its term) in the then-current amount of the Letter of Credit being replaced, to be issued by an eligible financial institution, to the County, as security for the Reclamation Agreement for the balance of its 35-year term. The Director's approval of any replacement Letter of Credit would be subject to approval as to legal form by County Counsel.

Recommended Action 3 includes the Director's authorization to accept any related certificates or resolutions provided by the eligible financial institution, certifying the authorization of the authorized officer executing the Letter of Credit or replacement Letter of Credit (and any amendment that may extend the term of either such Letters of Credit), as applicable.

Recommended Actions 4, 5, and 6 - roads and access easements:

*Financial Assurance - Roads:*

Mitigation Measure No. TRA-3 for the Project requires the Applicant to enter into a financially secured agreement to ensure that any County roads which are demonstrably damaged by Project related traffic are repaired, paved, and/or slurry-sealed, as is determined by the Fresno County Public Works and Planning Department's Road Maintenance and Operations Division. These obligations would be secured by a deposit with the County of \$100,000.00, which the County could use to make the repairs if the Applicant fails to complete them. The Applicant would be required to deposit additional money with the County should the funds set forth above be insufficient. Any funds deposited but not used by the County to repair or replace the roads would be refunded by the County to the Applicant.

*Access Easements:*

Your Board's approval of Recommended Action No. 6 would allow the Director to accept the Grants of Limited Access Easements from the owners of the real property on which the Project is to be constructed and operated. The Easements would allow the County, including its contractors and representatives, a nonexclusive access easement over, under, on, and across the property for the purpose of carrying out the reclamation of the property in substantial conformity with the Reclamation Plans, should the Applicant fail to complete reclamation of the property to its current use, and the County elects to undertake such reclamation.

Environmental Review:

On October 22, 2020, the Planning Commission certified EIR No. 7257. Mitigation measures adopted pursuant to that EIR required that the Applicant take measures, including the Recommended Actions, to mitigate impacts from the Project on transportation, agricultural, and other resources. The Recommended Actions are in the furtherance of those mitigation measures and are within the scope of the Project's EIR.

ATTACHMENTS INCLUDED AND/OR ON FILE:

Attachment A - Location Map

On file with Clerk - Reclamation Agreement w/ Fifth Standard Solar PV, LLC

On file with Clerk - Form of SMBC, New York Branch, Letter of Credit

On file with Clerk - Form of Incumbency Certificate

On file with Clerk - Road Repair Agreement with Fifth Standard Solar PV, LLC

On file with Clerk - Grant of Limited Access Easement

CAO ANALYST:

Ron Alexander