CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200

NOTICE AND AGENDA FOR THE SPECIAL MEETING OF THE

CITY COUNCIL

November 24, 2025

SPECIAL MEETING – 4:30 P.M.

LARRY G. BURROLA - Mayor

H. MANUEL ORTIZ - Mayor Pro Tem

ALBERT F. AMBRIZ - Councilmember

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

Via Zoom Webinar: https://us02web.zoom.us/j/87104592389

In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.

Listen Over Phone: 1-669-900-6833; Webinar ID: 871-0459-2389

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

Compensation for Board Members: Compensation for the members of the Irwindale City Council is $750.16 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the regular meetings of the Successor Agency to the Irwindale Community Redevelopment Agency. Councilmembers will receive additional compensation of $50/meeting, not to exceed $150 per month, for the convening the regular meetings of the Irwindale Housing Authority and an additional compensation of $300/meeting for convening the regular meetings of the Irwindale Reclamation Authority.

Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL

SPECIAL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. ROLL CALL: Councilmembers: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem H. Manuel Ortiz, Mayor Larry G. Burrola

5. AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

6. CONSENT CALENDAR

A. BriteWorks, Inc. Contract Amendment
Department: Public Services

Recommendation: That the City Council **adopt Resolution No. 2025-113-3701** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR CITY OF IRWINDALE FACILITIES AND AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET BY APPROPRIATING AN ADDITIONAL $13,000 FROM GENERAL FUND RESERVES", and approve and authorize the City Manager to execute the First Amendment to Contract Services Agreement for Janitorial Services for the City of Irwindale Facilities with BriteWorks, Inc.

B. Claim Rejection - Marilynn Cesena v. City of Irwindale
Department: City Clerk

Recommendation: (1) Reject the claim of Marilynn Cesena vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

C. SEP 08-2025 - Our Lady of Guadalupe Kermess Fee Waiver
Department: Community Development

Recommendation: **Adopt Resolution No. 2025-110-3698** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SPECIAL EVENT APPLICATION FEE WAIVER FOR THE OUR LADY OF GUADALUPE CHURCH KERMESS ON DECEMBER 6-7, 2025".

7. SPONTANEOUS COMMUNICATIONS

Spontaneous communications are limited to the special meeting agenda items only.

8. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

A. Request to approve a 400-megawatt (MW) battery energy storage system (BESS) on 15.94 acres located at 13620 Live Oak Lane in the Irwindale Gateway Specific Plan (IGSP). The request also includes the construction of 1,200 square foot operations and maintenance building, on-site collector substation, overhead electrical tie-line, and a 130'-0" Point of Change of Ownership (POCO) pole for property located at 13620 Live Oak Lane
Department: Community Development

Recommendation:

That the City Council consider Planning Commission Resolution Nos. 872(25), 873(25), and 874(25), and approve the proposed Development Agreement, Site Plan and Design Review (DA), and Zone Variance for the construction of a 400-megawatt (MW) BESS facility and associated buildings and structures as follows:

INTRODUCE AND CONDUCT FIRST READING OF ORDINANCE NO. 814 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT AND APPROVING DEVELOPMENT AGREEMENT NO. 01-2025 BY AND BETWEEN THE CITY OF IRWINDALE AND SAN GABRIEL PROJECT I LLC, SAN GABRIEL PROJECT II LLC, SAN GABRIEL PROJECT III LLC, AND SAN GABRIEL PROJECT IV LLC FOR THE BATTERY ENERGY STORAGE SYSTEM PROJECT AND ADOPTING FINDINGS IN SUPPORT THEREOF";

Adopt Resolution No. 2025-107-3695 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT THE ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT, APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2025 FOR THE CONSTRUCTION OF A 400-MEGAWATT (MW) BATTERY ENERGY STORAGE SYSTEM (BESS), INCLUDING A 1,200 SQUARE FOOT OPERATIONS AND MAINTENANCE BUILDING, ONSITE COLLECTOR SUBSTATION, OVERHEAD ELECTRICAL TIE-LINE AND POINT OF CHANGE OF OWNERSHIP (POCO) POLE FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APN: 8532-002-046) IN THE IRWINDALE GATEWAY SPECIFIC PLAN (IGSP) SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF";

Adopt Resolution No. 2025-108-3696 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT THE ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT, APPROVING ZONE VARIANCE NO. 01-2025 TO ALLOW FOR AN OVERHEAD ELECTRICAL TIE-LINE AND TO EXCEED THE MAXIMUM ONSITE STRUCTURE HEIGHT OF 65'-0" FOR THE INSTALLATION OF A 130'-0" POINT OF CHANGE OF OWNERSHIP (POCO) POLE FOR A 400-MEGAWATT (MW) BATTERY ENERGY STORAGE SYSTEM (BESS), LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APN: 8532-002-046) IN THE IRWINDALE GATEWAY SPECIFIC PLAN (IGSP) SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF"

9. RECESS TO CLOSED SESSION

A. Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)
Agency Negotiators: Julian A. Miranda, City Manager and Eddie Chan, Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under negotiation: Sublease Price and Terms

B. Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

10. RECONVENE IN OPEN SESSION

11. REPORT FROM CLOSED SESSION

12. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the special meeting of the City Council to be held on November 24, 2025, be posted at the City Hall, Library, and Post Office on **November 21, 2025.**

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

City of
IRWINDALE
AGENDA REPORT

Date: November 24, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: BriteWorks, Inc. Contract Amendment

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2025-113-3701** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR CITY OF IRWINDALE FACILITIES AND AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET BY APPROPRIATING AN ADDITIONAL $13,000 FROM GENERAL FUND RESERVES", and approve and authorize the City Manager to execute the First Amendment to Contract Services Agreement for Janitorial Services for the City of Irwindale Facilities with BriteWorks, Inc.

Administrative Action:

Submitted/Prepared by:

Elizabeth Rodriguez, Public Works Services Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The Public Works Services Department issued a Request for Quotations (RFQ) for Janitorial Services for City of Irwindale facilities on May 23, 2024. A mandatory site walk was held on May 7, 2024, and questions were accepted through May 14, 2024. Two addenda were issued on May 16 and May 22, 2024. The City received a total of nine (9) proposals. RFQs were evaluated based on firm experience, capacity, and pricing. Following review, five firms were selected for interviews with City staff.

On June 26, 2024, the City Council adopted Resolution No. 2024-49-3526, awarding the janitorial services contract to BriteWorks, Inc. for all City facilities except the Senior Center, Community Center, and Our Lady of Guadalupe Mission. BriteWorks' original monthly base bid of $13,303.95 was negotiated to $12,847.12 based on the City's long-term working history with the firm. In accordance with Section 2212 of the California Revenue and Taxation Code, the contract allows for annual adjustment based on the California Consumer Price Index (CPI) for all items, as published by the California Department of Industrial Relations.

On October 3, 2025, BriteWorks submitted a written request to increase the monthly service rate effective December 1, 2025, from $12,847.12 to $14,633.02—a proposed increase of $1,785.90 or approximately 14%. Under the terms of the contract, BriteWorks was required to submit such a request no later than May 20. This deadline was not met. The CPI increase from March 2024 to March 2025 for the Los Angeles region was 3%; therefore, only 3% of the requested increase is directly justified under the CPI provision.
BriteWorks' request cites the following additional cost drivers:

- A 32% increase in liability and workers' compensation insurance
- California minimum wage increases scheduled for 2025 and 2026
- Approximately a 50% increase in paper product and chemical supply costs, including requirements related to SB 1383 for compliant organic-waste-recovery paper products

City staff have also experienced a notable rise in janitorial supply costs and recognize the impact of statewide labor and procurement mandates on service providers. Based on these factors, staff find the request reasonable and recommends approval of the monthly rate increase and appropriation of necessary funds.

Fiscal Impact:

Adoption of Resolution No. 2025-113-3701 authorizes the Finance Director to amend the Fiscal Year 2025-2026 adopted budget and appropriate an additional $13,000 from the General Fund reserves.

Attachments:

1. 11-24-2025 BriteWorks Amendment No 1 - Monthly Cost Increase - RESOLUTION
2. 11-24-2025 BriteWorks Amendment No 1 - Monthly Cost Increase - AMENDMENT NO 1
3. 11-24-2025 BriteWorks Amendment No 1 - Monthly Cost Increase - LETTER

RESOLUTION NO. 2025-113-3701

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR CITY OF IRWINDALE FACILITIES AND AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET BY APPROPRIATING AN ADDITIONAL $13,000 FROM GENERAL FUND RESERVES

WHEREAS, on June 26, 2024, the City Council of the City of Irwindale adopted Resolution No. 2024-49-3526 awarding a contract for janitorial services to BriteWorks, Inc. for all City facilities except the Senior Center, Community Center, and Our Lady of Guadalupe Mission; and

WHEREAS, the awarded contract established a negotiated monthly service rate of $12,847.12, subject to annual adjustment based on the California Consumer Price Index (CPI) in accordance with Section 2212 of the California Revenue and Taxation Code; and

WHEREAS, on October 3, 2025, BriteWorks, Inc. submitted a written request for an increase to the monthly service rate to $14,633.02, effective December 1, 2025, due to significant increases in liability and workers' compensation costs, California minimum wage mandates, and substantial cost escalation in paper products and chemical supplies, including products required under SB 1383; and

WHEREAS, although the CPI increase for the Los Angeles region from March 2024 to March 2025 was 3%, BriteWorks, Inc. identified additional uncontrollable external cost factors affecting their operational expenses; and

WHEREAS, City staff has verified increases in janitorial supply costs and recognizes the financial impacts of statewide labor and procurement requirements, and therefore recommends approval of the requested increase; and

WHEREAS, the City Council desires to ensure continuity of janitorial services to maintain safe and sanitary conditions across City facilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby finds the above Recitals true and correct and incorporates them herein by this reference.

SECTION 2. The City Council hereby approves the increase in the monthly service rate for janitorial services provided by BriteWorks, Inc. from $12,847.12 to $14,633.02, effective December 1, 2025.

SECTION 3. The City Council hereby approves and authorizes a budget amendment to the Fiscal Year 2025-2026 adopted budget appropriating additional $13,000 FROM General Fund reserves to cover the increased monthly service rate for the remainder of the fiscal year.

SECTION 4. The City Council authorizes the City Manager, or designee, to execute any amendments or documents necessary to implement this rate adjustment consistent with the terms of the existing agreement, subject to City Attorney approval as to form.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 6. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 24th day of November 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }

COUNTY OF LOS ANGELES } ss.

CITY OF IRWINDALE }

I, Laura M. Nieto, MMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-113-3701 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of November 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

FIRST AMENDMENT TO
CONTRACT/PROFESSIONAL SERVICES AGREEMENT
FOR JANITORIAL SERVICES

This FIRST AMENDMENT TO CONTRACT/PROFESSIONAL SERVICES AGREEMENT FOR JANITORIAL SERVICES ("Amendment") is made and entered into this 24th day of November 2025, by and between the City of Irwindale, a California municipal corporation ("City") and BriteWorks, Inc., a California corporation ("Contractor")

RECITALS

WHEREAS, on June 26, 2024, the City and Contractor entered into that certain Agreement for Janitorial Services for City Facilities ("Agreement"), not to exceed the maximum contract amount of Four Hundred Sixty-six Thousand Three Hundred Ninety-six Dollars and Thirty-two Cents ($466,396.32) for the three-year contract term, based on the annual amount of One Hundred Fifty-five Thousand Four Hundred Sixty-five Dollars and Forty-four Cents ($155,465.44), which amounts include all reimbursable expenses.

WHEREAS, by this Amendment, the City and Contractor wish to amend the Agreement to add the additional cost to the Schedule of Compensation (Exhibit "C").

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.1 of the Agreement entitled "Contract Sum" shall be amended in its entirety to read as follows:

"2.1 Contract Sum. "For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Revised Exhibit "C" and incorporated herein by this reference, but not exceeding maximum contract amount of Five Hundred Thousand Three Hundred Twenty-eight Dollars and Forty-two Cents ($500,328.42) for the three-year contract term, which amounts include all reimbursable expenses.

The percentage of change upward or downward to the awarded contract price shall be based upon the percentage change for the prior calendar year in the California Consumer Price Index (for all items) as determined by the California Department of Industrial Relations, all as more fully set forth pursuant to the provisions of Section 2212 of the Revenue and Taxation Code of the state. A written request in the form of a letter must be submitted to the City requesting a CPI request no later than May 20th each year. The letter must contain the percentage requested based on the March to March CPI increase for Los Angeles and the new fees must be attached for the City to review and approve.

2. Exhibit "C" of the Agreement is amended to add the additional cost to the Schedule of Compensation, as described on Revised Exhibit "C" to this Amendment.

3. Full Force and Effect. Except as expressly modified herein all other provisions of the Agreement shall remain unmodified and in full force and effect.

4. Corporate Authority. The persons executing this Amendment on behalf of the parties

hereto warrant that (I) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

CITY :

CITY OF IRWINDALE,
a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura M. Nieto, MMC,
Chief Deputy City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Adrian Guerra
City Attorney

CONTRACTOR:

BriteWorks, Inc.

By:_____
Name: Anita Ron
Title: President

By: _____
Name: Oscar Garcia
Title: Vice President

[END OF SIGNATURES]

REVISED EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $500,328.42 as provided in Section 2.1 of this Agreement.

Year 1: $155,465.44

Year 2: $167,966.74

Year 3: $176,896.24

Total annual cost includes 4th of July services.

V. The percentage of change upward or downward to the awarded contract price shall be based upon the percentage change for the prior calendar year in the California Consumer Price Index (for all items) as determined by the California Department of Industrial Relations, all as more fully set forth pursuant to the provisions of Section 2212 of the Revenue and Taxation Code of the state. A written request in the form of a letter must be submitted to the City requesting a CPI request no later than May 20th each year. The letter must contain the percentage requested based on the March to March CPI increase for Los Angeles and the new fees must be attached for the City to review and approve.

BriteWorks Inc.

October 3, 2025
Elizabeth Rodriguez,
5050 North Irwindale Avenue,
Irwindale, CA 91706

Dear Elizabeth,

Thank you for your ongoing partnership. BriteWorks is grateful for the trust the City of Irwindale places in us, and we remain dedicated to consistently delivering high-quality janitorial services throughout your facilities.

As we discussed, CPI usually serves as our benchmark; however, our operating expenses have risen beyond CPI in several key areas:

- Liability and Workers Compensation insurance costs have increased by 32%.
- California minimum wage mandates will raise labor costs in both 2025 and 2026, along with payroll service increase.
- Prices for supplies—especially paper products and consumables like toilet paper—have notably inflated.

To maintain our standards for quality, reliability, and staffing, a broader adjustment is necessary. We're notifying you of a proposed change to your monthly service rate, effective December 1, 2025, increasing from $12,847.12 to $14,633.02—a difference of $1,785.90 per month.

Reasons for this adjustment include:

- Investing in our team: Adjusting insurance and wages helps us retain skilled, dependable staff familiar with your sites and expectations.
- Maintaining quality supplies and compliance: Rising costs for consumables and regulatory requirements mean we must keep sourcing reliable, high-quality products to ensure cleanliness and safety.
- Ensuring continuity and prompt service: This increase allows us to sustain coverage, supervision, and responsiveness without compromising on service quality.

We understand that budget management is important for the City, and we've made every effort to keep this adjustment reasonable given current cost drivers. Please let me know a convenient time to discuss this further.

AR:ER:er

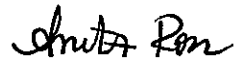
We appreciate your partnership and look forward to serving the City of Irwindale. We recognize these changes may present challenges, and we're available to address any questions or concerns you might have. Our aim is transparency and proactive communication, so you feel fully informed about this change.

Feel free to contact our team:

- Phone: (626) 337-0099
- Email: services@briteworks.com or accounting@briteworks.com

Thank you for your continued confidence in BriteWorks. We're honored to serve you, and we remain committed to providing top-tier janitorial services and a healthy work environment for your team.

Very sincerely yours,



Anita Ron, CEO

AR:ER:er

City of
IRWINDALE
AGENDA REPORT

Date: November 24, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Claim Rejection - Marilynn Cesena v. City of Irwindale

City Manager's Recommendation:

(1) Reject the claim of Marilynn Cesena vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On October 9, 2025, the City received a claim for damages from claimant Marilynn Cesena. Claimant Cesena alleges that on October 6, 2025 while driving on Arrow Highway and Avenida Barbosa, she encountered large rocks scattered across the roadway. Being unable to avoid the rocks, claimant Cesena alleges that the rocks struck her vehicle and caused damage to her vehicle.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. The recommendation to reject the claim is based on the fact that the City did not receive reports of scattered rocks on the roadway, and that United Rock Products is required to conduct street sweeping maintenance on Avenida Barbosa and portions of Arrow Highway related to mining operations. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachments:

1. Recommendation to Reject
2. Claim - Cesena, Marilynn

CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

11/5/2025

TO: City of Irwindale

ATTENTION: Laura Nieto, Mary Hull

RECOMMENDATION TO REJECT

RE:	Claimant:	Marilynn Cesena
	Our Client:	City of Irwindale
	Date of Loss:	10-06-2025
	Our File Number:	CJP-3055096

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please include proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the city's notice of rejection and a copy of the proof of mailing. If you have any questions, please feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,
Janice Bartlett

Janice Bartlett
Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company
Direct: 657.622.4326
Email: jbartlett@carlwarren.com

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

1. **Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.**
2. **Claims for damages to real property must be filed not later than 1 year after occurrence.**
3. **Read entire claim before filing.**
4. **See page 2 for diagram upon which to locate place of accident.**
5. **This claim for must be signed on page 2 at bottom.**
6. **Attach separate sheets if necessary to give full details. Sign each sheet.**
7. **File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706**

RECEIVED
OCT 09 2025
CITY OF IRWINDALE
OFFICE OF THE CITY CLERK
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant: Marilynn Cesena	Claimant's Occupation: Unemployed
Home Address of Claimant: [redacted] Baldwin Park CA 91706	Home Telephone Number: [redacted]
Business Address of Claimant	Business Telephone Number

Name and address to which you desire notices or communications to be sent regarding this claim:
same as above

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: 10/6/2025 Time: 1:50 pm If claim is for Equitable Indemnity, give date claimant served with complaint: _____	N/A

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: On October 6, 2025 at around 1:50pm, while driving on Arrow Hwy, I encountered large rocks scattered across the roadway. I was unable to avoid them safely, and as a result, the(1)rocks struck my vehicles right side tires/rims, causing immediate damage.

Describe in detail how the DAMAGE or INJURY occurred.
While driving on Arrow Highway, there were large rocks scattered ~~Mi~~ across the lane, I was unable to avoid them safely, and one of rocks struck and damaged two of my tires and rims.

Why do you claim the City of Irwindale is responsible? I believe the City of Irwindale is responsible because the roadway contained loose rocks that had not been properly cleared. The City has a duty to maintain safe roadway conditions and to ensure that streets are free from debris and hazards that could cause damage.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.
Right side front and back tires/rims are damaged. 1 rim is bent and the other is chipped. Tires needed to get replaced also. If rims are not replaced new tires will also get damaged.

Claimant's Name: Marilynn Cesena

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

2 tires = $ 45.54 each (they have warranty)
2 rims = $ 406.41 each Estimate = $ 903.90

Give estimated amount of future losses due to INJURY or DAMAGE:

Estimate amount = $ 903.90

Was damage and/or injury investigated by the police? N/A If yes, what City? _____

Were paramedics or ambulance called? N/A If yes, name City or ambulance _____

If injured, give name and address of your doctor and the date and time of your first visit:

Doctors and Hospitals: N/A

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

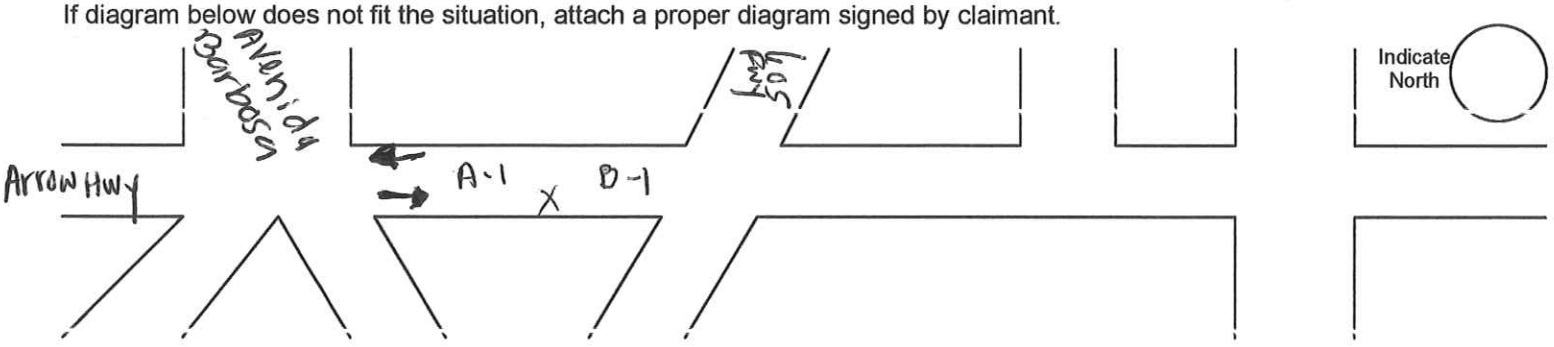
Name N/A Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
Marilynn Cesena	Marilynn Cesena	10/9/2025

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

Item #6.C.

City of
IRWINDALE
AGENDA REPORT

Date: November 24, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: SEP 08-2025 - Our Lady of Guadalupe Kermess Fee Waiver

City Manager's Recommendation:

Adopt Resolution No. 2025-110-3698 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SPECIAL EVENT APPLICATION FEE WAIVER FOR THE OUR LADY OF GUADALUPE CHURCH KERMESS ON DECEMBER 6-7, 2025".

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:

Randy Silva, Sr. Code Enforcement Officer — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Our Lady of Guadalupe Church is requesting a fee waiver. Our Lady of Guadalupe Church plans to have their annual “Our Lady of Guadalupe Church Kermess” taking place on Saturday, December 6, 2025, and Sunday, December 7, 2025, which will include an onsite procession honoring Our Lady of Guadalupe which is a multicultural community event that traces its roots back to the 16th Century in what is now modern day Mexico City. The procession while honoring Our Lady of Guadalupe also honors and incorporates Aztec and European symbolism, is a free community event open to the public that will be held on Sunday, December 7, 2025, between 2:00 p.m. – 4:00 p.m. This year, the procession will fully take place onsite at Our Lady of Guadalupe Church, 16025 E. Cypress Street and not utilize City streets.

In order for Our Lady of Guadalupe Church to host this multicultural community event, the City of Irwindale requires a Special Event Permit, which includes a fee of $150.00. Our Lady of Guadalupe Church has paid the required Special Event Permit application fee of $150.00, and this permit will be issued prior to the event date.

On November 17, 2025, the Church submitted a Fee Waiver request for Special Event Permit fee of $150.00 to make this event possible.

The applicant’s request to waive the Special Event Permit fees meets the criteria for consideration of a fee waiver according to the City of Irwindale’s Fee Adjustment Policy. The Policy encourages investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City.

In accordance with the approved "City of Irwindale Fee Adjustment Policy." This event qualifies for a fee waiver according to Section I, subsection H. "Any other fee the City may deem necessary to achieve the stated goals of this Policy" and Section II, subsection (2) (a), as this event will "Benefit the community.” The Church is a non-profit organization and the event provides a public benefit by supporting cultural, civic and community peace and understanding.

Fiscal Impact:

The approval of this item will result in a total fee waiver of $150.00

Attachments:

1. CC OLG Resolution 2025-110-3698 (Attachment A)
2. Fee Waiver Request Letter (Attachment B)
3. SEP 08-2025 - Application (Attachment C)
4. Fee Adjustment Policy (Attachment D & E).

RESOLUTION NO. 2025-110-3698

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE SPECIAL EVENT PERMIT APPLICATION FEE FOR THE OUR LADY OF GUADALUPE CHURCH KERMESS ON DECEMBER 6-7, 2025

WHEREAS, Our Lady of Guadalupe Church, the Applicant, submitted a Special Event Permit application to the Community Development Department on November 06, 2025, for the City of Irwindale's ("City") approval of a special event "SEP 08-2025 Our Lady of Guadalupe Church Kermess" taking place on Saturday, December 6, 2025, and Sunday, December 7, 2025; and

WHEREAS, the Fiesta is a multicultural community event that traces its roots back to the 16th Century in what is now modern-day Mexico City. The procession, while honoring Our Lady of Guadalupe, also honors and incorporates Aztec and European symbolism and incorporates a procession. The Applicant is required under Irwindale Municipal Code (IMC) Section 17.30.020 (A)(1) "Festivals, outdoor entertainment; and

WHEREAS, the Applicant, being a non-profit community-based organization within the City is holding a community event which qualifies for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy;"

WHEREAS, the procession for this event will take place fully onsite and will include members carrying religious images and participants who will be walking in the procession, and all religious ceremonies will take place onsite at Our Lady of Guadalupe Church, which is unrelated to the Special Event Permit for which the fee waiver is sought; and

WHEREAS, the event qualifies for, and the City Council desires to waive the $150.00 Special Event Permit Application fee in accordance with the City of Irwindale Fee Adjustment Policy because the Church is a non-profit organization and the event provides a public benefit by supporting cultural, civic and community peace and understanding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby approves the issuance of a parade permit for the special event "SEP 08-2025 Our Lady of Guadalupe Church

Kermess" event taking place on December 6-7, 2025.

SECTION 2. The City Council finds that waiving Special Event Permit Application fee of $150.00 for this special event "SEP 08-2025 Our Lady of Guadalupe Church Kermess" that serves a valid public purpose of providing a public benefit to the community by supporting civic and community peace and understanding.

SECTION 3. Based on the above finding, the City Council hereby approves the City of Irwindale Application for Fee Adjustment and hereby waives the Procession License fee of $150.00.

SECTION 4. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 24th day of November 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-110-3598 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of November 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Our Lady Of Guadalupe Catholic Church

Irwindale, California

A Roman Catholic Christian Community of Faith, Worship and Service

November 17th, 2025

RE: Our Lady of Guadalupe Church Fiesta
December 6th and 7th, 2025

Hello Randy,

First, I want to thank you and the city for all the support that we had received in the past to Our Lady of Guadalupe Catholic Church.

Also, I want to thank you in the name of Our church Communication and for information about our request for our annual fiesta in honor to Our Lady of Guadalupe.

The Fiesta is un event to raise funds for the needs of the church - As you know we depend basically in the donations from our parishioners, lately after the pandemic, these donations decreased, so we need to do specials events so we can alleviate the cost of maintenance and repairs.

For this reason, I am requesting to you the possibility of a waive the fee of $,150.00 - because we are not really a business, but a nonprofit organization, in the name of the community of Our Lady of Guadalupe, we appreciate all the attention you are giving to our request.

Blessings

Deacon José Guadamuz
Business Manager
Our Lady of Guadalupe church

16025 East Cypress Street, Irwindale, California 91706
Website: olgirwindale.org ● Tel: 626.962.3649 Ext. 221 ● Fax: 626.337.3318

November 06, 2025

TO: Review Departments:

[X] City Manager	[ ] Economic Development
[X] Assistant City Manager	[X] Police Department
[X] Code Enforcement	[X] Fire Department (Azusa)
[X] Community Development	[X] Business License
[X] Engineering/Building	[X] Human Resources
[X] Public Services	[ ] Parks/Recreation

FROM: Randy Silva, Senior Code Enforcement Officer

RE: Special Event Permit Comment and Routing Sheet for "Our Lady of Guadalupe Kermess"

Please review and respond to the attached application concerning the following Special Event Permit:

Special Event Permit No. 08-2025 – Our Lady of Guadalupe Church plans to have the "Our Lady of Guadalupe Kermess". This event will include vendor/ticket booths for church ministries to sell food, a stage with live music/entertainment, and there will be no outside vendors. The event will be held on Saturday, December 6, 2025, from 11:00AM – 10:00PM and Sunday, December 7, 2025, from 8:00 AM – 10:00 PM at Our Lady of Guadalupe Church, 16025 E. Cypress Street. The applicant expects an attendance of 1,000 people on Saturday and 5,000 throughout Sunday. A copy of the application is attached.

Please return your comments by **Thursday, November 20, 2025.** If you have any questions, feel free to contact me:

Phone: 626-430-2278
E-mail: rsilva@irwindaleca.gov

Special Event Permit Application

City of Irwindale • Community Development Department

5050 Irwindale Avenue • Irwindale, California 91706 • (626) 430-2208

By completing the information requested, this application will serve as a request for approval of a special event/temporary use permit. Planning Division staff will assist you in completing this application and can be reached at (626) 430-2208. Planning Division counter hours are 8:00 AM to 6:00 PM, Monday through Thursday.

The Planning Division requires that Special Event Permit Applications be completed and submitted for processing and application fee paid at least thirty (30) calendar days prior to the date of the proposed event. PLEASE NOTE: Applications submitted less than ten (10) calendar days prior to a proposed event WILL NOT be accepted. Submission of a Special Event Permit Application is not a guarantee that your event can be permitted. It is recommended that you do not promote your event until you've received confirmation from the Community Development Department that your event may proceed.

Event Information

Name of Proposed Event: OUR LADY OF GUADALUPE - KERMESS

Location of Event: 16025 E. CYPRESS STREET, IRWINDALE CA 91706

Event Date(s) and Event Hours: DECEMBER 6TH 11:00 AM TO 10:00 PM, DECEMBER 7TH 8:00 AM TO 10:00 PM

On-site Contact(s): FR. HECTOR WILLIAM RODRIGUEZ

Please give a detailed description of the proposed event. (Attach separate sheets, if necessary.)
FOOD BOOTHS FOR OLG OF GUAALUPE CONGREGATION PROVIDED BY MINISTRIES OF THE CHURCH.

Please list all temporary equipment (e.g. tents, fencing, canopies, stages, seating equipment, carnival rides, ticket booths, food booths, vendor booths, etc.) or temporary facilities (e.g. restrooms, etc.) that will be used in conjunction with this event. (Please indicate the location of all temporary equipment and temporary facilities on the site plan.)
STAGE, CHAIRS, TCKETS BOOTH, FOOD BOOD, POLT PLAN ATTACHED

Will there be any type of entertainment (live or recorded)? ☑ Y ☐ N If yes, please provide specific details of the nature of entertainment (e.g. names of entertainers, dates and hours of appearance, etc.) and attach a schedule of events.
VOLUNTEER BANDS, AND MINISTRIES DANCE,

Will this event consist of any vendors? ☐ Y ☑ N If yes, please indicate the total number of vendors and the type of (sales food or merchandise) that will be conducted during this event. In addition, provide a list of all vendor names, including vendor business address, contact person's name and telephone number. (Please indicate vendor locations on site plan.)

Will alcoholic beverages be sold or served during the event? ☐ Y ☑ N If yes, please indicate the date and hour that alcoholic beverages will be available for consumption. (Please indicate the location of all alcoholic beverage booths on the site plan.)

Is there an admission fee to this event? ☐ Y ☑ N If yes, what is the admission fee? _____ Are tickets being sold in advance? ☐ Y ☐ N If yes, please indicate source of ticket sales. _____

Is there a parking fee for this event? ☐ Y ☑ N If yes, what is the parking fee? _____

(Please, attach a detailed plot plan of the parking site. Plan should include lane access and exits.)

Is this event being advertised? ☑ Y ☐ N If yes, please indicate the source of advertisement (e.g. radio, television, newspaper, fliers, etc.) FLIERS

Anticipated daily attendance: 1,000 for Saturday and 5,000 for Sunday throughout the day

The City of Irwindale requires private security at all special events. Please submit the company name and the proposed security plan for this event. Plan must include security deployment for the event area, parking site, and traffic control.

Property Owner Certification

I certify that I am presently the legal owner of the above-described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. (If the undersigned is different from the legal property owner, a letter of authorization must accompany this form.)

MICHAEL DAVITT - DIRECTOR OF REAL STATE — *Print Name and Title*

Signature

3424 WILSHIRE BLVR. LOS ANGELES, CA 90010 — *Address*

213-637-7273 — *Phone Number*

mdavitt@la-archdiocese.org — *E-mail Address*

10-02-2025 — *Date*

Applicant Certification

Any false, misleading or fraudulent statement of material fact in the required application shall be grounds for denial of the application for a special/temporary use permit.

I have used all reasonable diligence in completing this form. I have reviewed the form and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

FR. HECTOR WILLIAM RODRIGUEZ — *Print Name and Title*

Signature

16025 E. CYPRESS STREET, IRWINDALE CA 91706 — *Address*

626-962-9649 — *Phone Number*

p.william07@yahoo.com — *E-mail Address*

10-02-2025 — *Date*

INDEMINIFICATION CLAUSE FOR SPECIAL EVENT PERMIT

The Applicant here after "Indemnitor" agrees to the following indemnification clause:

Indemnitor Fr. Hector W. Rodriguez shall indemnify, protect, defend and hold harmless the City of Irwindale (City), its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Indemnitor, its officers, agents and/or employees, whether intentional or negligent, (collectively, "Claims") in the performance of this Agreement. In addition to bearing the full cost and expenses of defending the City, the Indemnitor shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs resulting or related to any such Claims.

I HAVE READ AND UNDERSTAND THE ABOVE DATE 10-02-2025

Minimum Requirement Checklist For SEP Filing

☑ 1. Completed Special Event Permit Application – Signed by applicant and property owner.

☑ 2. Completed and signed by applicant – "Indemnification Clause for Special Event Permit." (SEP Application Page 2).

☑ 3. Attach a detailed site plan of the event; plan should include the following information (if applicable):
- Location of all temporary equipment
- Vendor Locations
- Parking site (Including lane access and exists)

☑ 4. Special Event Application fee. SEP application cannot be accepted and processed until required fee is paid.

☐ 5. The applicant shall require all vendors that are expected to make any taxable sales transactions at this Irwindale event to complete form ***BOR-530-B REV. 4 (10-98) LOCAL TAX ALLOCATION FOR TEMPORARY SALES LOCATIONS AND CERTAIN AUCTIONEERS***, and to submit the completed form to the California State Board of Equalization.

☐ 6. The event organizer and all event vendors are required to obtain a City of Irwindale business license. Business license applications must be filed online and have all fees paid prior to the event. Contact (626)430-2252 for additional information. Apply online at http://www.irwindaleca.gov/index.aspx?NID=186.

☐ 7. The County of Los Angeles Public Health Department requires that the event organizer and all food vendors (including restaurants) participating in the event must obtain a Temporary Food Facility (TFF) permit.
LA County Department of Public Health, Environmental Health Division: http://www.publichealth.lacounty.gov/eh/

Additional Requirements For Irwindale Speedway & Event Center (aka Irwindale Speedway) Filing

☐ 8. All Special Events shall be pre-approved by the City and shall take place in City-approved areas within the Irwindale Speedway & Event Center site.

☐ 9. Attach a detailed site plan of the event; plan should include the following information (if applicable) :
- The base for this required site plan shall be the Irwindale Speedway & Event Center Site Plan of Record that was approved by the City or a clear aerial image of the entire site.
- Description of the parking layout, vehicle circulation details, on-site traffic signage details, and drag strip layout for review and approval by the Planning Department, Public Works/Engineering Department and by the Police Department.

10. **Please Note:** If the SEP application for proposed IEC event is submitted less than twenty (20) calendar days before the event, Applicant shall pay an additional fee of $250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

City Required Accounting For All Admissions And Parking Fees Collected

☐ 11. In accordance with Irwindale Municipal Code Section 3.04 the City charges an admissions tax upon every person who pays an admission charge to any place located in the City limits. All Special Events that are charging an admissions fee are required to pay, along with other required application fees, an Admissions Tax deposit equal to 3% of the projected gross income for the proposed event.

12. On or before the 15th day of the month following the special event, the applicant will give an accounting to the City of all taxable admissions and parking fees collected for the special event by submittal of the completed "Admisisons Tax Monthly Report" form. The Admissions Tax deposit received will be credited towards any additional taxes owed. The form can be found online on the City's website under "Planning" at http://www.irwindaleca.gov/.

Cancellation Policy

1. Should Event Organizer, for any reason, need to cancel their event; they must provide a written notice of cancellation and must be received in our office no later than ten (10) days prior to the event start date. Cancellations must be in written form; verbal cancellations will not be accepted.
2. Please keep in mind that Permit Fees are non-refundable. It is also possible that fees related to Police, Security, and/or Crossing Guard Services will still be incurred.

Additional Information

☑ **The City of Irwindale requires a Certificate of Insurance (COI) which must reflect the following.**
- General liability insurance. Permitee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The City of Irwindale, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

- Workers' Compensation with limits of $1 million (Required if the insured has paid employees)
- Liquor Liability required if alcohol will be consumed at the event
- The Description of Operations/Locations, etc. section must include the name of, the location of and the date(s) of the proposed special event.
- The Certificate Holder section must reflect:
  City of Irwindale
  5050 N. Irwindale Avenue
  Irwindale, CA 91706
- **Endorsements:** In addition to the certificate of insurance, the City of Irwindale requires an Additional Insured Endorsement page naming **"The City of Irwindale, its elected officials, representatives, employees and agents"** as additional insured and **"The policy is endorsed with the Waiver of Subrogation in favor of the City of Irwindale, its elected officials, representatives, employees and agents."** You must provide a copy of the actual endorsement. Listing the City as an additional insured on the COI is not sufficient.
- Policy must be issued by an admitted insurer licensed to transact business in the State of California and by an insurer assigned an A.M. Best Rating "Excellent" or better.

This event may be subject to permits, conditions and requirements imposed by other agencies. The City of Irwindale will not issue a special/temporary permit until all applicable permits from the following agencies have been applied for:

City of Irwindale Building & Safety Department	**(626) 430-2205**
City of Irwindale Police Department	**(626) 430-2244, ext. 241**
Los Angeles County Fire Department	**(626) 574-0949**
Los Angeles County Health Department	**(626) 813-3380**

Upon review of Applicant's application, the City Manager will impose such fees, terms, conditions and restrictions upon the operation and conduct of the special event or temporary use.

Required Fee With Application Submittal

☐ $150 Irwindale resident SEP application fee.

☑ $150 Non-Profit/Charitable Organization SEP application fee. A Non-Profit/Charitable Organization that holds a valid designation under 26 USC 501(c)(3) or its successor.

☐ $500 SEP application fee if application is submitted 20 days or more in advance of the event.

☐ **Late Fee:** If the SEP application is submitted less than twenty (20) calendar days before the event, applicant shall pay an additional fee of $250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

This section is for City of Irwindale's Use Only.			
File No(s): SEP 08-2025		Permit No.:	
Received By: Randy Silva		Receipt No.:	
Date: 11/6/2025		Filing Fee: $150.00	
Departmental Approvals	Date		Date
☐ Human Resources/Risk Management		☐ Business License	
☐ Building & Public Safety		☐ Police Department	
☐ Public Works Engineering		☐ Fire Department	
☐ Public Works Services			

Special Event and Temporary Use Permit
Building and Safety Department checklist

Please provide the following on your site plan.
Answer the questionnaire at the column to the right. Where "YES" is checked, please contact Building & Safety at (626)430-2205. Items below may be subject to City permit approvals and inspections by the local building inspector.

PARKING LAYOUT

Is parking provided? ☑ YES ☐ NO
Requires accessible parking stall(s)

RESTROOM

Permanent restroom facility available for the public? ☑ YES ☐ NO
Requires accessible restroom

Portable restrooms provided? ☐ YES ☑ NO
Requires accessible portable restroom

GRANDSTAND, STAGE, PLATFORM

Elevated more than 30 inches above finished floor or ground? ☐ YES ☑ NO

TENT/CANOPY

Larger than 120 square feet? ☑ YES ☐ NO
Larger than 4,500 square feet? ☐ YES ☑ NO

STRUCTURES (I.E. SPEAKERS, CANOPIES, ETC.)

Greater than 12 feet in height? ☐ YES ☑ NO

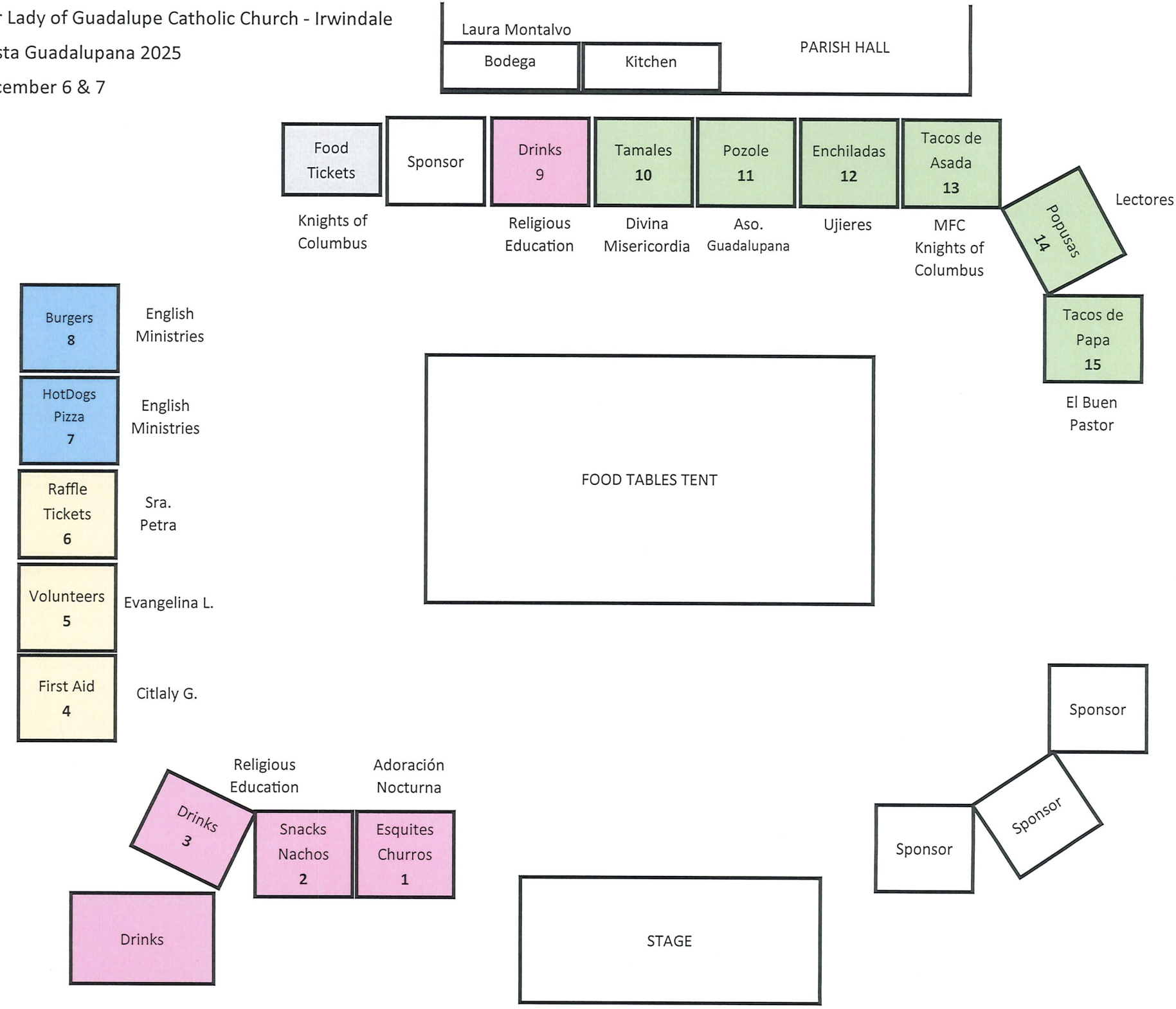
PLUMBING, ELECTRICAL, MECHANICAL

Any proposed work related to plumbing, mechanical, and/or electrical? ☐ YES ☑ NO

Our Lady of Guadalupe Catholic Church - Irwindale

Fiesta Guadalupana 2025

December 6 & 7



Our Lady of Guadalupe Church
Procession Route
December 7, 2025
4600
Irwindale Ave
END
START
4604
Our Lady of Guadalupe Church
6025
San Gabriel Pastoral Region
Seaboard envelop
Cypress St
Cypress St

City of Irwindale
Fee Adjustment Policy

The City of Irwindale would like to encourage investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City. To achieve this goal, the City is implementing this Fee Adjustment Policy to provide cost reduction for those non-profit organization applicants, which are taking action to improve and develop their properties and/or the community. Additionally, the City would like to encourage individuals to improve their residential properties and acknowledges that certain incentives may be necessary to accomplish certain improvements, such as adjustments to applicable permit fees. This policy is based on the premise that, in exchange for improvements to property, the community and structures within the City, the City may provide relief from some of the costs associated with building improvements, developments and community events occurring in the City.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of encouraging community events, building improvements and development in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council pursuant to the criteria in this Policy:

A. Building permits
B. Plan check fees
C. Conditional use permit
D. Development permits
E. Electric permit
F. Plumbing permit
G. Grading permit
H. Any other fee the City may deem necessary to achieve the stated goals of this Policy

II. CRITERIA FOR CONSIDERATION

The City Council may grant fee waivers or reductions of fees for applicants who directly or indirectly invest money in the City, when such waiver or reduction would serve a public purpose. The following criteria must be established to qualify for a fee waiver or fee reduction:

1. Applicants for fee waivers or reductions must be:
   a. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization, or
   b. Property owners or prospective owners within the City.

2. Fee waivers or reductions may be granted for improvements or developments within City limits that can be shown, through documentary proof, to meet the criteria of subsection 2.a or 2.b below:

a. Benefit the community. This includes, but is not limited to, circumstances where the applicant:

i. Supports civic or community programs for the City's residents, or businesses;
ii. Provides financial assistance to the City's residents or businesses; or
iii. Improves the condition of property or availability of affordable housing within the City.

b. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the individual or entity provides needed donations or other assistance to residents and businesses of the City in areas such as:

i. health care;
ii. counseling services;
iii. abatement of dangerous or unhealthful living or working conditions, including but not limited to those constituting violations of the Irwindale Municipal Code;
iv. affordable housing;
v. transportation needs of residents or employees; or
vi. nutrition needs of residents.

III. PROCESS FOR CONSIDERATION

An individual or organization wishing to be considered for a fee waiver or adjustment should complete a fee adjustment application and submit it to the Deputy City Clerk. The City Manager will review the request and, if it meets the criteria of this Policy, agendize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and processed along with the permit application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

City of Irwindale
Application for Fee Adjustment

Property Owner Michael Davitt

Address 3424 Wilshire Blvd - Los Angeles CA 90010

Phone 213- 637- 7273

Location of property to be improved/developed: 16025 Cypress Street Irwindale - CA 91706

Name and description of organization (if applicable):

Our Lady of Guadalupe

Improvement or development to the property:

Community - Kermess

Fee(s) requesting to be waived:

$150.00 Non-profit/organization fee

Public purpose served by improvement or development (attach documents that establish the benefit to the community or the promotion of the public health, safety, and welfare, or the public service that will be provided):

City of IRWINDALE
AGENDA REPORT

Date: November 24, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to approve a 400-megawatt (MW) battery energy storage system (BESS) on 15.94 acres located at 13620 Live Oak Lane in the Irwindale Gateway Specific Plan (IGSP). The request also includes the construction of 1,200 square foot operations and maintenance building, on-site collector substation, overhead electrical tie-line, and a 130'-0" Point of Change of Ownership (POCO) pole for property located at 13620 Live Oak Lane

City Manager's Recommendation:

That the City Council consider Planning Commission Resolution Nos. 872(25), 873(25), and 874(25), and approve the proposed Development Agreement, Site Plan and Design Review (DA), and Zone Variance for the construction of a 400-megawatt (MW) BESS facility and associated buildings and structures as follows:

INTRODUCE AND CONDUCT FIRST READING OF ORDINANCE NO. 814 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT AND APPROVING DEVELOPMENT AGREEMENT NO. 01-2025 BY AND BETWEEN THE CITY OF IRWINDALE AND SAN GABRIEL PROJECT I LLC, SAN GABRIEL PROJECT II LLC, SAN GABRIEL PROJECT III LLC, AND SAN GABRIEL PROJECT IV LLC FOR THE BATTERY ENERGY STORAGE SYSTEM PROJECT AND ADOPTING FINDINGS IN SUPPORT THEREOF";

Adopt Resolution No. 2025-107-3695 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT THE ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT, APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2025 FOR THE CONSTRUCTION OF A 400-MEGAWATT (MW) BATTERY ENERGY STORAGE SYSTEM (BESS), INCLUDING A 1,200 SQUARE FOOT OPERATIONS AND MAINTENANCE BUILDING, ONSITE COLLECTOR SUBSTATION, OVERHEAD ELECTRICAL TIE-LINE AND POINT OF CHANGE OF OWNERSHIP (POCO) POLE FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APN: 8532-002-046) IN THE IRWINDALE GATEWAY SPECIFIC PLAN (IGSP) SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF";

Adopt Resolution No. 2025-108-3696 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT THE ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT, APPROVING ZONE VARIANCE NO. 01-2025 TO ALLOW FOR AN OVERHEAD ELECTRICAL TIE-LINE AND TO EXCEED THE MAXIMUM ONSITE STRUCTURE HEIGHT OF 65'-0" FOR THE INSTALLATION OF A 130'-0" POINT OF

CHANGE OF OWNERSHIP (POCO) POLE FOR A 400-MEGAWATT (MW) BATTERY ENERGY STORAGE SYSTEM (BESS), LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APN: 8532-002-046) IN THE IRWINDALE GATEWAY SPECIFIC PLAN (IGSP) SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF"

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:

Brandi Jones, Senior Planner

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

REQUEST

San Gabriel Project I, LLC, San Gabriel Project II, LLC, San Gabriel Project III, LLC, San Gabriel Project IV, LLC (c/o Sam Holing), collectively as the Applicant, is requesting approval of a 400-megawatt (MW) battery energy storage system (BESS) on 15.94 acres located at 13620 Live Oak Lane in the Irwindale Gateway Specific Plan (IGSP). The request also includes the construction of 1,200 square foot operations and maintenance building, on-site collector substation, overhead electrical tie-line, and a

130’-0” Point of Change of Ownership (POCO) pole.

BACKGROUND/HISTORY

On November 14, 2024, the Planning Commission recommended approval of the IGSP to the City Council. The project applications included:

1. General Plan Amendment (GPA) No. 02-2022 – To change the General Plan Land Use Designation from Regional Commercial to Specific Plan.
2. The Irwindale Gateway Specific Plan Zone Change (ZC) No. 02-2022 (Ordinance No. 788) – To change the Zoning Map designation from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan.
3. Zone Ordinance Amendment (ZOA) No. 02-2023 (Ordinance No. 787) – To add the Irwindale Gateway Specific Plan to Title 17 of the City of Irwindale Municipal Code.
4. Tentative Parcel Map No. 83854 – To subdivide the site into seven (7) parcels.
5. Certify the Final Environmental Impact Report for the project.

On January 22, 2025, the City Council continued this item to the February 26, 2025 City Council meeting to be on the Consent Calendar. They directed Staff to revise the IGSP document to remove all references to BESS, and accompanying Resolutions and Ordinances. A redlined version of the Specific Plan document, dated February 20, 2025, was provided which showed a red ~~strikethrough~~ of deleted text and underline for new text. A clean version of the Specific Plan document, dated February 20, 2025, was also provided where all strikethrough and added text were deleted.

On February 26, 2025, the City Council made a substitute motion to reconsider Option 2 in the proposed Specific Plan document. They directed Staff to revise the IGSP document to restore all references of BESS, and accompanying Resolutions and Ordinances.

On March 12, 2025, the City Council approved the proposed applications and Ordinance Nos. 787 and 788. Second readings were conducted on March 26, 2025.

On October 29, 2025, the Planning Commission made a recommendation to the City Council to approve the Development Agreement, Site Plan and Design Review (DA), and Zone Variance.

GENERAL PLAN AND ZONING

The site is designated Specific Plan in the General Plan. The property is currently zoned IGSP.

The 66.64-acre IGSP provides direction for enhancement and development over the next several years. The IGSP was approved with two (2) development options.

- **Option 1:** 52.65-acre parcel developed as an industrial business park with three (3) buildings

and associated parking and loading docks. The remaining 13.99 acres of the site would be used for public rights-of-way and the SCE easement. The three (3) buildings would allow a maximum of 997,796 square feet of building space—954,796 square feet of warehouse space and 43,000 square feet of office space.

- **Option 2:** 36.71-acre parcel developed as an industrial business park with two (2) warehousing/office buildings and a 15.94-acre parcel for the 400-megawatt BESS (electric energy storage, transmission and AC/DC and voltage conversion). The two (2) buildings would allow a maximum of 704,070 square feet—668,070 square feet of warehouse space and 36,000 square feet of office space. The preliminary design for the BESS has 353,000 square feet of battery arrays. Any BESS proposal would be subject to the approval of a Development Agreement.

The analysis in the EIR assumes that project development would take approximately 4.5 years and that the buildings would be completed and occupied sometime in late 2027 and/or early 2028. Detailed assumptions regarding impact analysis that depend on project schedule are included in the DEIR. The BESS would take approximately 18 months to construct after initial groundbreaking. The BESS is estimated to achieve its commercial operations date by late 2027. The BESS may be constructed in phases, in which case there may be shorter construction timelines for different phases of the project.

The following zones and uses surround the project site:

DIRECTION	EXISTING LAND USE	ZONING DISTRICT
North	Grading Operation	IGSP
South	SCE Substation	M-2 (Heavy Manufacturing)
East	Industrial Businesses	M-2 (Heavy Manufacturing)
West	SCE Easement	IGSP

ENTITLEMENTS

The City Council will be considering approval of the necessary entitlements to permit development within the Specific Plan, which include:

- Development Agreement (DA): The IGSP requires the approval of Development Agreement to establish a BESS.
- Site Plan and Design Review (DA): The IGSP requires a Site Plan and Design Review (DA) for the construction of a BESS facility, including the 1,200 square foot operations and maintenance building. The exterior design of the building must comply with Chapter 7 of the IGSP, entitled “Design Guidelines.”
- Zone Variance (ZV): The IGSP has a maximum height of 65’-0” for the highest structure for the onsite. The project is proposing a 130’-0” Point of Change of Ownership (POCO) pole and

overhead electrical tie-line.

DEVELOPMENT AGREEMENT

The IGSP identified allowable land uses, including those permitted by right, conditionally permitted, administratively permitted, prohibited, or subject to a Development Agreement (DA). A BESS facility is subject to a DA per Table 6-1 "Allowable Uses."

A DA is an agreement between the City and the Applicant.

Key provisions of the Development Agreement include the following:

- Payment of $8,000,000 to the City for community benefits to be determined by the City
- Employment outreach for local residents
- Guaranteed Minimum of $5,000,000 in sales and use tax revenue
- Financial assurance for decommissioning
- Fire safety training

As consideration for these benefits, under state law, the zoning on this site is effectively "frozen". As a result, the Applicant has assurance via the development agreement that any zoning changes subsequent to the approval of the agreement would not affect this project.

Planning Commission

During the October 29, 2025 Planning Commission meeting, additional language to the Development Agreement was recommended to further address fire safety training and annual auditing. The revised language is as follows:

Community Benefit – Fire Safety Training*. Developer shall pay for a third-party expert to provide training(s) every three (3) years commencing thirty (30) days following issuance of the certificate of occupancy, until termination of the Term of this Agreement, for the County of Los Angeles Fire Department and Irwindale Police Department employees on the proper strategies for safely responding to a BESS fire incident. Developer agrees to cooperate with any and all annual audits conducted by the Los Angeles County Fire Department.*

The Planning Commission also authorized the City Attorney to fine tune the Development Agreement and make any clarifications necessary. The City Attorney and staff, in concurrence with the Applicant, have made the following clarifications:

Term. In Section 2.1, the term has been shortened from 36 years to 34 years and 11 months to maintain consistency with the developer's ground leases which serves as the statutorily required equitable interest that supports the Development Agreement. Therefore, the Project will be

operational for approximately 33 years and 11 months, and will be decommissioned during the last year. The revised language is as follows:

***2.1 Term**. The term of this Agreement (the "**Term**") starts on the Effective Date and shall expire thirty-four (34) years and eleven (11) months after City's approval of the last of the Entitlements subject to (i) any early termination provisions described in this Agreement and (ii) extension as set forth in Section 2.6.*

Community Benefit – Guaranteed Minimum of Sales and Use Tax. Sections 1.30 and 3.3 include minor adjustments to (i) clarify statutory references, (ii) refine the criteria under which a List of Contractors will be provided to the City for purposes of monitoring Sales and Use Tax received in connection with the Project, and (iii) finalize related timelines. The revised language is as follows:

***1.30** "**Sales and Use Tax**" means and includes (i) California Revenue and Taxation Code Section et. seq., and any successor law thereto, (ii) the sales and use tax referenced in 3.12 of the IMC, (iii) the transaction and use tax referenced in Chapter 3.54 of the IMC, and (iv) the supplemental transactions and use tax referenced in Chapter 3.58 of the IMC.*

***3.3.2** Developer shall provide to the City a list identifying the legal names, as may be registered with the California Department of Tax and Fee Administration, of all tax-paying contractors or suppliers contracted by Developer ("**List of Contractors**") on the first day of each quarter, commencing on January 1, 2026. Developer acknowledges that the City's ability to identify and credit Sales and Use Tax Revenue attributable to the Project depends on accurate contractor and supplier information. Accordingly, if any contractor or supplier fails to provide such legally registered name or provides inaccurate or incomplete information, the City may be unable to properly credit the corresponding Sales and Use Tax Revenue toward the Project. Developer hereby waives any claim against the City attributable to any such under-crediting by the City resulting from inaccurate or incomplete contractor or supplier information provided to the City.*

***3.3.3** Thirty (30) days following the last to occur of (i) the end of the first full City fiscal year following issuance of the certificate of occupancy for the Project, (ii) the City's receipt of the List of Contractors, and (iii) the date that the CDTFA data reflecting Project-related allocations becomes available, the City shall provide Developer with an accounting, (a) identifying the aggregate amount of all Project Sales and Use Tax Revenue received by the City to date in relation to the Project, and (b) to the extent not prohibited by law, a summary of the information relied upon by the City in making its determination.*

***3.3.4** If the City reasonably determines that the amount of Project Sales and Use Tax Revenue received by the City is less than $5,000,000.00, the City shall invoice Developer ("**Invoice Date**") for the difference (i.e., $5,000,000.00 less the amount of Project Sales and Use Tax Revenue actually received) ("**Shortfall Amount**"). Developer shall have thirty (30) days after receipt of such invoice to either (i) remit payment to the City Treasurer of the Shortfall Amount, or (ii) provide written comments or additional information to the City relevant to the City's calculation. The City shall consider any such information in good faith and no later than thirty (30) days following the receipt of any such information from Developer, the City shall notify Developer in writing whether its determination of the Project Sales and Use Tax Revenue has changed and, if so, issue a revised invoice to Developer.*

Developer will remit payment to the City Treasurer within thirty (30) days of receipt of such notice or revised invoice. If CDTFA later adjusts and lowers the Sales & Use Tax Revenue paid by any of the persons or entities set forth on the List of Contractors for any reason (i.e. audit, etc.), the City shall issue a revised invoice to Developer. Developer will remit payment to the City Treasurer within thirty (30) days of receipt of such notice or revised invoice. Notwithstanding the foregoing, Developer shall have no obligation to remit any additional payments after the date that is the three (3) year anniversary of the Invoice Date.

Community Benefit – Financial Assurance for Decommissioning. Section 3.4 includes a more robust description of the process required to set the initial value of the financial assurance for decommissioning. The revised language is as follows:

***3.4 Financial Assurance for Decommissioning**. To ensure the safe decommissioning of the Project, upon the issuance of a temporary occupancy permit or occupancy permit, Developer of the battery energy storage facility shall continuously maintain a financial assurance or security, payable to the City, in a form and amount required by the BESS Ordinance. The security shall be in the form of a surety bond. The financial assurance shall be maintained for the duration of the use of the Project. All costs shall be borne solely by the Developer. Developer shall submit to City an initial analysis proposing the estimated amount of the financial assurance (the "**Initial Decommissioning Report**") prior to the issuance of the building permit; provided, however, Developer may replace the Initial Decommissioning Report with a final decommissioning report, which it shall provide to the City at least ninety (90) days prior to the estimated date of issuance of the certificate of occupancy. The City shall consider any such information in good faith and no later than thirty (30) days following the receipt of any such information from Developer, the City shall notify Developer in writing of its determination. The amount of financial assurances shall be adjusted every three (3) years to account for any increase or decrease in costs. Developer shall submit written revisions to financial assurances to the City Treasurer each year, thirty days prior to the anniversary date of the initial financial assurances approved by the City. If written revisions to the financial assurances are not provided, the Developer shall explain, in writing, thirty days prior to such anniversary date, why revisions were not necessary. The City Treasurer may require further revisions and/or explanation from the Developer if the submission is found to be inadequate.*

Development of the Property – Moratorium. A minor adjustment was made to Section 4.7 to clarify that this provision is limited to zoning updates. The revised language is as follows:

***4.7 Moratorium**. Notwithstanding any other provision of this Agreement, no future amendment of any existing City ordinance or resolution or any subsequent ordinance, resolution or moratorium, enacted either by the City Council or by voter approved initiative, that is related to zoning and purports to impose or result in a limitation on the Project, imposed by City, shall apply to govern, or regulate the Project or development or use of the Property during the Term. In the event of any such subsequent action by City, Developer shall continue to be entitled to apply for and receive Subsequent Development Approvals in accordance with the Existing Land Use Regulations, subject only to the exercise of the City's Reservation of Authority set forth herein.*

City's Reservation of Authority – Fees, Taxes and Assessments. Sections 5.8.2 and 5.8.3(a) include

minor adjustments to (i) ensure internal consistency within the Development Agreement and Municipal Code, and (ii) clarify the City's reservation of authority ongoing authority. The revised language is as follows:

5.8.2 Taxes, User Fees, and All Other Fees & Service Charges. Except as expressly provided in this Agreement, Developer shall pay all taxes, fees and charges which are standard and uniformly-applied to similar projects in the City, which may be increased from time-to-time in accordance with applicable law.

5.8.3(a) Developer, or Developer's Project occupants, shall be obligated to pay any fees or taxes, and lawful increases thereof, imposed on a City-wide basis, whether adopted by the City Council or by voter-approved initiatives, such as business license fees or taxes, franchise fees, solid waste collection fees, sales and use taxes, transient occupancy taxes, property transfer taxes, utilities user taxes, public safety taxes, etc.;

SITE PLAN AND DESIGN REVIEW (DA)

Pursuant to Section 9.4 "Site Plan and Design Review" of the IGSP, all development within the Development Area shall be subject to Site Plan and Design Review, as described in Chapter 17.27 "Site Plan and Design Review" and Ordinance No. 800 of the Irwindale Municipal Code (IMC).

The BESS facility, including the 1,200 square foot building, are subject to a Site Plan and Design Review application. However, only the building is subject to the design criteria in Section 7.4 "Architecture" which incorporates design elements mirrored throughout the City and the established Commercial and Industrial Design Guidelines. The small building has a multi-color palette, arched windows, projecting window surrounds, covered entry, and a decorative cornice.

DEVELOPMENT STANDARD	CODE REQUIREMENT	PROJECT PROPOSAL
Live Oak Avenue Setback	20'-0"	65'-0"
Live Oak Lane Setback	10'-0"	57'-0"
Drive Aisle and Parking	10'-0" – 12'-0"	10'-0" – 14'-0"
Lot Coverage	65%	24.79%
Building Height	15'-0"	15'-0"
BESS Equipment Height	12'-0"	9'-6"

Landscaping	10%	10%
Parking	4 Spaces	4 Spaces

ZONE VARIANCE

There are two (2) proposed deviations from the standards in the IGSP. The IGSP states that any application for a Zone Variance would be subject to IMC Chapter 17.32 “Variances”.

The first deviation is to allow for the installation of an overhead tie-line. Per Section 8.4 “Dry Utilities” of the IGSP, all dry utilities (electric, gas, and communications) internal to the Development Areas will be installed underground in utility trenches. After further review and additional information provided by the Gas Company, Southern California Edison (SCE), and Valley County Water District, Staff was informed that are water and high-pressure gas lines underneath Live Oak Avenue. Any proposed tie-line from the subject property to the Rio Hondo substation to the south would run perpendicular to those lines, causing significant risk between the gas line and the thermal buildup that underground cables can be prone to. In addition to the thermal buildup, SCE also had concerns including but not limited to construction complexity, restoration and access limitations, and the lack of design standards for underground 220kV transmission lines. Staff also received a memorandum from Westwood, an engineering firm with decades of experience with overhead and underground transmission lines. In addition, the surrounding area is a known electricity transmission corridor. There is an existing SCE easement abutting the subject property where there are high voltage power lines/towers in excess of 200’-0” tall. These towers are a segment of the 173-mile-long Tehachapi Renewable Transmission Project. The type of wire/conductor used for the overhead tie-line is called a Lapwing 1590[1] and is standard high voltage wire size and consistent with the existing SCE high voltage lines.

The second deviation is to exceed the 65’-0” maximum height of the BESS substation dead-end structure. Footnote 5 of the IGSP states that the dead-end structure is the onsite substation termination of the transmission line and highest structure for the onsite substation. The dead-end structure itself is 65’-0” but the Point of Change of Ownership (POCO) pole will be a minimum of 130’-0”. The POCO pole, as part of the onsite substation, will connect the Gabriel BESS to the Rio Hondo Substation. The height of the pole is required to avoid conflict with existing lines (including lower-voltage distribution lines) and SCE infrastructure.

Per IMC Subsection 17.13.160 “Underground Utilities”, all electrical, telephone, cable television, and similar distribution lines providing direct service to new development shall be installed underground within the site. This provision applies to all site plans and general development. This requirement may be waived by the City Engineer upon determining that underground installation is infeasible. The City Engineer has been presented all aforementioned information included and attached as exhibits to this report as well as information that Planning Staff received from meeting with Assistant Fire Chief Stillwagon. Based on that information, the City Engineer supports the Zone Variances.

[1] https://www.southwire.com/wire-cable/bare-aluminum-overhead-transmission-distribution/acsr/p/10169101

BATTERY ENERGY STORAGE SYSTEM (BESS)

The proposed San Gabriel Project consists of the construction and operation of a BESS and ancillary facilities that will be designed and constructed consistent with IGSP requirements and all other applicable regulations and standards applicable to BESS.

The Project will occupy approximately 15.94 acres within the Irwindale IGSP, which was fully analyzed in the Environmental Impact Report (EIR) for the specific plan. The BESS will use lithium-ion batteries housed in approximately 400 purpose-built free-standing enclosures. The batteries, together with ancillary equipment including inverters, transformers, and an onsite "collector" substation, will connect to the existing Southern California Edison (SCE) Rio Hondo substation just south side of Live

Oak Avenue via a 220 kV electric tie-line. The BESS will be designed to receive, store, and discharge electricity conveyed from and to SCE's high voltage electric grid. A BESS is not an energy generator and there will be no air or water emissions created by its routine operation. It will improve the efficiency and stability of the regional electric transmission system and facilitate more efficient use of renewable energy generation resources in California by providing capacity to store energy when there is excess generation capacity, such as solar and wind generation during the day, and discharge it at times when it is needed. In doing so, the Project will improve grid reliability and help avoid rolling blackouts.

The project site is located at the southern portion of the IGSP, at the intersection of Live Oak Avenue to the south and Live Oak Lane to the east, an SCE high voltage transmission easement and I-605 to the west, and the remainder of the Specific Plan Area to the north. The remaining Specific Plan Area is currently undeveloped and undergoing a reclamation and grading operation for the future development of an industrial logistics and distribution center and associated parking and loading docks.

The BESS and ancillary facilities will be located inside a 10'-0" high decorative masonry perimeter wall. Outside the wall, perimeter landscaping will be provided per the requirements of the IGSP. Identification signs will be located at the points of ingress and egress. Batteries and inverters will be housed in purpose-built free-standing enclosures designed for outdoors and less than 12'-0" in height. The preliminary design may be refined during final design once final equipment selection occurs and detailed plans will be submitted for City approval in conjunction with building permit applications. The final design is not expected to change in any way that would create any new or increased significant environmental impacts, not result in the need for any new Mitigation Measures compared to those addressed in the EIR and will remain consistent with Development Standards and Design Guidelines of the Specific Plan.

Batteries will receive and discharge low voltage (e.g.> typically less than 1500 volts) direct current (DC) electricity that must be converted to higher voltage alternating current (AC) for compatibility with the existing regional electric grid. The inverters will convert between AC and DC electric current and will be located throughout the battery arrays area along with transformers. Together, the inverters and transformers throughout the arrays will convert between low voltage and medium voltage AC current. The medium voltage AC energy will be conveyed to and from the collector substation via underground cables. Energy received from and discharged to the SCE substation must be high voltage for

compatibility with the SCE interconnection point and will be converted between medium and high voltage at transformers in the onsite collector substation area. The onsite collector substation will be secured from unauthorized entry and posted with signage in accordance with high voltage electric code requirements. Inside the wall and fencing, the collector substation equipment will include 34. 5 kV and 220 kV busworks, circuit breakers, disconnect switches, instrument transformers; metering transformers; two (2) 220/34.5 kV bi-directional transformers, up to two (2) auxiliary transformers for station service, a control house with relay protection, a supervisory control and data acquisition (SCADA) system, and a telemetry system. The SCADA system will aggregate all Project information from the BESS, inverters, transformers, breakers, Fire Alarm Control Panel (FACP), and electric tie-line. The SCADA system will also communicate with the transmission service provider, grid operator and the Project's remote Operations Center. The SCADA system can also control critical site functions, including charge/discharge, breaker status, and total Project output. Collector substation structures and equipment would be less than 30'-0" feet high except static wires above the substation, a steel "dead end" structure up to 65'-0" high, and a point of change of ownership (POCO) pole that may need to be up to 145'-0" high for the tie-line to safely cross over existing power lines adjacent to Live Oak Avenue. The substation structural steel will have a galvanized or other neutral-colored low reflective finish. The POCO pole will be the location where the conductors change from Project to SCE ownership. Between the POCO pole and the point of interconnection in the Rio Hondo Substation, the tie-line will be designed, constructed and operated by SCE.

The final finished grade throughout the Site will consist of stable surfaces including asphalt roads and parking spaces, concrete footings and slabs, landscaped areas, and gravel or asphalt. Surface grading, drop inlets, and underground piping will convey stormwater to the Specific Plan development's water quality treatment and detention system designed and constructed by others as part of the Specific Plan development. The Site will be closed to public access with gates that will be maintained closed and secured, and comprehensive Site-wide security measures will be implemented. Onsite roads, access gates and fire hydrants will be designed in accordance with the Specific Plan and fire department requirements. A Knox rapid access system will be provided at gates for fire department access. Roads will be designed for two-way circulation of onsite traffic, which will be minimal, consisting primarily of periodic maintenance and monitoring visits.

Four (4) parking spaces will be provided as required by the IGSP. Additional room will be available for parking throughout the battery array areas. Night-lighting will be provided following the IGSP. Once final equipment selection is made, lighting details will be included with final plans for building permits demonstrating compliance with Section 7.7 "Lighting" in the IGSP. The 1,200 square foot (20'-0" x 60'-0") building will include workstations, a break room and sanitary facilities for staff and periodic maintenance crews. Portable storage containers will also be provided for parts and equipment as needed.

The tie-line will be designed and constructed by SCE and will extend from the POCO pole to inside the SCE Rio Hondo Substation. It will be designed, built and operated by SCE and will be subject to review and approval by the California Public Utilities Commission (CPUC). Numerous existing SCE electric transmission and distribution lines are present in and around the Rio Hondo Substation that pose constraints to feasible routes for the tie-line, and SCE will need to complete detailed engineering to finalize the design inside the Rio Hondo substation. The tie-line from the POCO pole to inside the SCE

substation property would consist of three (3) 220 kV conductor cables below an optical fiber and ground wire. A fiberoptic communication line will be installed underground to provide communications between the onsite substation SCADA and the SCE substation.

The project will take approximately 18 months to construct and is estimated to achieve its commercial operations date by mid-2027 subject to offtake agreements from third party energy purchasers. Minimal grading will be required to finish the existing post-reclamation ground surface for development. Finish grading will consist of bringing the ground surface elevation contours to final grade with a gentle slope for positive drainage.

The facility will be designed for remote monitoring and operation and will require minimal staffing. The facility will be available to charge or discharge electric energy 24 hours per day and seven days per week. The long-term operational workforce is expected to include one (1) or two (2) employees that will be onsite routinely, and contracted maintenance staff who will maintain the facility with periodic site visits. The Project is expected to typically require a four (4) to six (6) person crew for maintenance visits once every two (2) to three (3) months on average.

A comprehensive monitoring and security system will be included and remotely monitored on a continuous basis. Operations will not consume water other than occasional flushing of fire water supply systems and potable needs for the break room and sanitary facilities. The facility will not generate wastewater other than sanitary wastewater. Operation of the BESS will not generate emissions or loud noise. Operational and construction air quality[1][2] and noise[3] were analyzed in the EIR, and the studies can be found here:

Air Quality/Greenhouse Gas
https://www.irwindaleca.gov/DocumentCenter/View/9082

Health Risk Assessment
https://www.irwindaleca.gov/DocumentCenter/View/9083

Noise
https://www.irwindaleca.gov/DocumentCenter/View/9091

A separate Noise Test Report of the PowerTitan2.0 (4H, HX) is included as an attachment and can be found here:
https://www.irwindaleca.gov/DocumentCenter/View/12010

The proposed BESS will be designed to be in operation for 25 years. After completion of operations, if not repowered with then-current technology, the Project will be decommissioned, and equipment and facilities will be removed from the Site except as agreed to by the landowner and the City.

[1] Air Quality and Greenhouse Gas Analysis, prepared by PlaceWorks (June 2023) https://www.irwindaleca.gov/DocumentCenter/View/9082

[2] Health Risk Assessment, prepared by PlaceWorks (June 2023) https://www.irwindaleca.gov/DocumentCenter/View/9083

[3] Irwindale Gateway Specific Plan Noise and Vibration Analysis, prepared by Urban Crossroads (June 28,

2023) https://www.irwindaleca.gov/DocumentCenter/View/9091

The Project will not generate litter or substantial volumes of waste. Waste from construction will primarily be recyclable packaging and shipping material such as wood, cardboard, and plastic. Waste generated during operations will primarily be small quantities of packaging and shipping materials from occasional equipment replacement or maintenance, and small quantities of household-type waste from maintenance crews. Closable collection containers will be provided for waste and recyclable materials and will be maintained in an enclosure meeting IGSP guidelines.

The Project will occasionally generate spent batteries that will be returned to the battery manufacturer for recycling. Other equipment may also require replacement from time-to-time and would be removed from the Site and recycled or disposed of in accordance with applicable State regulations for waste management. Small quantities of hazardous waste such as aerosol cans or used rags may be generated from some maintenance activities and would be managed in accordance with California Code of Regulations Title 22 (22 CCR) requirements. Electronic waste would be managed as Universal Waste in accordance with 22 CCR. Recycling will be the preferred management method whenever practical for all types of waste.

No routine storage of hazardous materials inventory is anticipated but some onsite equipment will or may contain hazardous materials to function. These include mineral oil contained in transformers, lithium-ion batteries, and coolant and refrigerant contained in climate control equipment. The precise volume of mineral oil that will be present onsite, and the type and quantities of lithium-ion batteries and refrigerant will not be known until equipment is selected for final design. Additional materials with a hazard of pressure release may also be included in the final design such as compressed nitrogen in cylinders and fire suppression agent in fire suppression equipment. All hazardous materials present onsite exceeding California Hazardous Materials Business Plan reporting requirements will be reported to the online California Environmental Reporting System (CERS) including quantities, locations, largest containers, hazardous characteristics, and emergency response planning.

Equipment manufacturing, construction, and operations will include comprehensive measures to ensure safe equipment installation and operation. Prior to shipment to the site, battery modules are inspected and tested at the manufacturer's facility. Prior to installation, each module will be inspected for damage at the Project Site. Once installed and in operational mode, each battery module will be continuously monitored for electrical current, voltage, and temperature to optimize performance, mitigate potential failures, and prevent upset. Batteries performing out of specification will be immediately taken offline by the automated monitoring system. The system will be designed and constructed to comply with all applicable codes in effect in the City including National Fire Protection Association (NFPA) Standards, National Electrical Code, and California Fire Code. The Project will be constructed to meet all Los Angeles County Fire Department requirements including gate access, onsite road design, fire hydrants, the blast-rated 10’-0” high perimeter wall, and other fire safety requirements and emergency preparedness features. NFPA 855 standards are designed specifically to mitigate risks for electric energy storage facilities including BESS. Enclosures would be equipped with fire prevention, detection, and isolation methods and materials. At a minimum, this would include

smoke/fire detection sensors; ground fault detection, alarms, and systems for automatic shutdown of cooling fans and opening of electrical contacts in the battery system. Containers would be spaced in accordance with NFPA 855, and Los Angeles County Fire Department requirements designed to minimize risk of a fire spreading to adjacent containers. NFPA 855 also would require comprehensive safety planning submittals to the local fire authority including results of bench-scale fire and explosion testing by the manufacturer and hazard mitigation analysis for the specific type of battery used, and an Emergency Response Plan designed to ensure well-planned, prompt, safe, and appropriate response in the event of an emergency. These submittals would be made to the Fire Department after the specific equipment is selected and prior to issuance of Building Permits. NFPA 855 additionally mandates initial and annual refresher training for facility staff, and staff would coordinate with the Fire Department to facilitate site-specific Fire Department staff training.

ANALYSIS

Site Plan and Design Review

Before any Site Plan and Design Review is approved, the Applicant must ensure that new development supports the goals and objectives of the General Plan and other adopted plans and guidelines. The specific purposes of the Site Plan and Design Review process are to:

1. Promote excellence in site planning and design and the harmonious appearance of buildings and sites.

The proposed 1,200 square foot building was designed in accordance with Section 7.4 “Architecture” which incorporates design elements mirrored throughout the City and the established Commercial and Industrial Design Guidelines. The small building has a multi-color palette, arched windows, projecting window surrounds, covered entry, and a decorative cornice. The proposed perimeter walls and not only provide security and restrict site access, they are also blast rated and provide the backdrop to new landscaping, including trees, shrubs, and groundcover.

2. Ensure that new and modified uses and development will be compatible with the existing and potential development of the surrounding area.

The proposed layout of the BESS facility, including all ancillary equipment and structures, roadways, onsite signage, setbacks, and landscape meet or exceed the minimum requirements required in the specific plan. The surrounding areas are primarily industrial uses, including concrete batch plants and other outdoor uses. The proposed development will have a new 1,200 square foot building that is consistent with the architectural styles throughout the City. The BESS containers will be state of the art and will not exceed the maximum height of 12’-0”. The facility is also directly adjacent to high tension SCE towers lines that are a part of the power transmission corridor. The entire Planning Area was designed as a cohesive plan and any future development will be consistent in architectural style and compatibility of uses.

3. Supplement other City regulations and standards to ensure control of aspects of site planning and design that are not otherwise addressed.

The project is governed by the IGSP and any requirements not addressed therein would be subject to the IMC, specifically Chapter 17.40 “Battery Energy Storage Systems (BESS).” Section 9.4 “Site Plan and Design Review) also states that all development within the Development Area (Plan Area) shall be subject to Site Plan and Design Review, as set forth in Chapter 17.27 “Site Plan and Design Review.”

Zone Variance

After conducting a public hearing, the City Council must make all of the following findings in order to approve or conditionally approve a Zone Variance application. The City Council shall deny an application for a Zone Variance if it is unable to make any of the required findings, in which case it shall state the reasons for that determination.

1. Exceptional or Extraordinary Circumstances. There are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to property in the vicinity and identical zone, and that the granting of a Zone Variance will not constitute a granting of a special privilege inconsistent with the limitations on the property in the vicinity and identical zone.

The Project site is within the IGSP. There are no other properties within the vicinity and the SP Zone that are subject to the requirement to underground a 220kV transmission line or limit the maximum height of the line and related facilities (including the POCO pole) to 65’. Therefore, there are exceptional or extraordinary circumstances or conditions applicable to the Property that do not apply generally to property in the vicinity and identical zone. The allowed uses of other properties in the vicinity do not require construction of a new 220kV transmission line connecting to SCE’s overhead lines at an adequate height to safely cross the public ROW without conflicts with existing infrastructure. The granting of the Zone Variance to allow an overhead tie-line and POCO pole exceeding the maximum structure height limit on the Project site simply allows the Property the benefit of safe and efficient development of its allowed use in the specific plan. Therefore, granting the Zone Variance would not constitute a special privilege inconsistent with the limitations on the property in the vicinity and identical zone.

2. Special Property Circumstances. The Zone Variance is a process for the City to waive or modify certain standards of the Zoning Code when, because of special circumstances applicable to the property, including location, shape, size, surroundings, topography or other physical features, the strict application of the Code denies the property owner privileges enjoyed by other property owners in the same zone. A Zone Variance cannot be used to grant a special privilege

not afforded to other property owners similarly situated.

Due to special circumstances applicable to the Property, including its location adjacent to the ROW and SCE Rio Hondo Substation, which precludes locating the POCO pole outside the Property and Specific Plan area, and the requirement to construct a new 220kV transmission line connecting to SCE's overhead lines at an adequate height (130') to safely cross the public ROW without conflicts with existing infrastructure (including lower-voltage lines), the strict application of the Code would deny the Project applicant privileges to develop the allowed use on the Property in a safe and efficient manner. The granting of the Zone Variance to allow an overhead tie-line and POCO pole exceeding the maximum structure height limit on the Project site simply allows the Property the benefit of safe and efficient development of its allowed use in the specific plan. Therefore, granting the Zone Variance would not grant the Project applicant a special privilege not afforded to other property owners similarly situated.

3. Physical Hardship. The granting of the application is necessary to prevent a physical hardship which is not of the applicant's own actions or the actions of a predecessor in interest.

The Zone Variance is necessary to prevent a physical hardship that is not of the applicant's own actions or the actions of a predecessor in interest. SCE has advised the City in writing that it requires an overhead configuration for the tie-line due to both design, physical and safety constraints precluding an underground tie-line. A minimum height of 130' is required to avoid conflicts with existing lines (including lower-voltage distribution lines) and SCE infrastructure and connect to the SCE Rio Hondo Substation at the designated location). SCE does not permit privately owned facilities (including the POCO pole) to be located within their substation property, and there is no private property between the Project site, ROW and Rio Hondo Substation, that could accommodate the POCO pole outside the Property and Specific Plan area. Without the Zone Variance from the provision of the IGSP's undergrounding requirement and 65' height limit, the Project applicant would suffer a physical hardship because it would not be feasible to connect the Project tie-line to the SCE overhead line at a sufficient height to safely cross the ROW. This physical hardship is created by SCE and the California Public Utilities Commission (CPUC) regulations, not the Project applicant's actions or those of a predecessor in interest. Accordingly, the Zone Variance is necessary to prevent a physical hardship which is not of the applicant's own actions or the actions of a predecessor in interest.

4. No Determent to Public Welfare. The granting of the application will not be detrimental or injurious to property or improvements in the vicinity, and will not be detrimental to the public health, safety, general welfare, or convenience.

Granting the Zone Variance will not be detrimental or injurious to property or improvements in the vicinity or to the public health, safety, general welfare, or convenience. Without granting the Zone Variance, the Project and related tie-line could not be constructed because it is not feasible to underground the portion of the tie-line between the dead-end structure and the POCO and connect to

the SCE portion of the tie-line at a minimum height of 130' to safely cross Live Oak Avenue. Without development of the energy storage facility with an underground line, the detriment to public health, safety, general welfare, or convenience would increase because the public would be denied the opportunity to further decarbonize California's electrical grid. Energy storage facilities are being developed to satisfy state mandates on utility companies to procure specified amounts of energy storage to improve the reliability of an electrical grid that is increasingly dependent upon renewable energy, which is part of the state's plan to halt the growth of greenhouse gas emissions produced during the generation and distribution of energy. California has determined that elevated greenhouse gas emissions are harmful to the public and California, due to its impact on global warming, which increases the intensity of severe weather events and wildfires.

Granting the Zone Variance also facilitates the safe transmission of electrical energy to the SCE Rio Hondo Substation and ultimately the electricity grid. A Zone Variance to allow an overhead tie-line and POCO pole exceeding 65' is required in order to connect the Project to SCE's overhead line at a sufficient height to provide safe clearances across Live Oak Avenue. The overhead tie-line will be designed and operated in accordance with requirements of SCE and the California Public Utility Commission for safety. The Zone Variance will ensure the Project will be constructed safely without conflicts with existing electrical lines.

The proposed POCO pole and overhead lines are consistent with existing overhead crossings in this area and will not be detrimental or injurious to property or improvements in the vicinity. As discussed in Westwood's memo, the nearest non-utility infrastructure to this crossing are industrial buildings approximately 0.15 miles away. Additional commercial properties are within 0.5 miles. Residential properties more sensitive to visual impact are over 0.5 miles from the crossing. The overhead tie-line was evaluated in the Environmental Impact Report for the Irwindale Gateway Specific Plan and the Environmental Impact Report did not identify any significant impacts related to the tie-line. Moreover, the design with the Zone Variance permits the POCO to be located further from Live Oak Avenue, reducing visual impacts from the public ROW. Therefore, granting the Zone Variance will not be detrimental or injurious to property or improvements in the vicinity.

In addition, the proposed tie-line from the subject property to the Rio Hondo substation to the south would run perpendicular to those lines, causing significant risk between the gas line and the thermal buildup that underground cables can be prone to. In addition to the thermal buildup, SCE also had concerns including but not limited to construction complexity, restoration and access limitations, and the lack of design standards for underground 220kV transmission lines.

Based on these factors, the granting of the Zone Variance to allow the overhead tie-line and permit the POCO to exceed the maximum structure height limit will not be detrimental or injurious to property or improvements in the vicinity, and will not be detrimental to the public health, safety, general welfare, or convenience.

5. Consistency. The granting of the Zone Variance will be consistent with the general purposes and objectives of this Title, any applicable specific plans and the General Plan.

Approval of the Zone Variance will be consistent with the general purposes and objectives of IMC Title 17, any applicable specific plans and the General Plan. All applicable procedures and processes outlined in Title 17 will be adhered to. The Specific Plan anticipates allowing an overhead tie-line with a Zone Variance where the applicable agency(ies) reject the proposed underground line. The City has received written correspondence from SCE, advising that it requires an overhead configuration for the tie-line due to both design and physical constraints precluding an underground tie-line. Accordingly, granting of the Zone Variance is consistent with the Specific Plan. Similarly, IMC Subsection 17.40.040(B)(4) anticipates allow above-ground connectivity with a Zone Variance. Accordingly, allowing overhead facilities upon making the required Zone Variance findings herein is consistent with IMC Title 17.

Moreover, a Zone Variance from the maximum 65' height limit for the highest structure for the onsite substation (Table 6-3, Footnote 5) is necessary in order to accommodate the high-voltage tie-line with safe clearances from existing electrical lines (including lower-voltage distribution lines) and will support orderly development of the City. Accordingly, the Variance is consistent with the general purposes and objectives of the IMC Title 17.

The Zone Variance is also consistent with the City of Irwindale General Plan which includes policies and programs to promote use of photovoltaic systems and conserve non-renewable resources including energy. The tie-line will transmit high voltage energy to and from the SCE Rio Hondo Substation and battery energy storage system, which can help conserve non-renewable systems and promote use of renewable sources including photovoltaic systems, stabilize rapid changes in electric power demand and support power demand when needed thereby enhancing grid reliability and contributing to public health and safety.

Based on these factors, the granting of the Zone Variance to allow the overhead tie-line and permit the POCO to exceed the maximum structure height limit to provide for the safe and efficient operation of the Project and related tie-line will be consistent with the general purposes and objectives of IMC Title 17, any applicable specific plans and the General Plan.

ENVIRONMENTAL REVIEW

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Battery Energy Storage System (BESS) was fully analyzed in the Environmental Impact Report for the Irwindale Gateway Specific Plan (SCH No. 2023020290), City's General Plan and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the proposed BESS project.

The FEIR and all IGSP related documents can be found here:

https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-

The Gabriel BESS and all related documents can be found here:

https://www.irwindaleca.gov/806/Gabriel-Battery-Energy-Storage-System-BE

CONCLUSION/RECOMMENDATION

The proposed development is a positive project for the City of Irwindale. Benefits include: a payment to the City for community benefits, employment outreach for local residents, project sales and use tax maximization, as well as bolstering the current electrical grid.

Fiscal Impact:

The entire cost for the development will be covered by the Applicant/Developer. There will be no impact on the City's budget. The City is expected to receive $5,000,000 in construction project sales and use tax revenue, in addition to an $8,000,000 community benefit payment, totaling $13,000,000. BESS facilities are not subject to Development Impact Fees.

Attachments:

1. Attachment A - Ordinance No. 814 approving DA No. 01-2025
2. (Irwindale) AYPA Development Agreement (City Draft 11.17.25) - Clean
3. Attachment B - Resolution No. 2025-107-3695 SP&DR(DA) 03-2025
4. Attachment C - Resolution No. 2025-108-3696 ZV 01-2025
5. Attachment D - Plans, dated November 12, 2025
6. CC San Gabriel Project LLC__Plan Set_reduced
7. Attachment E - Gen-tie line
8. Attachment F - SCE findings letter 09242025
9. Attachment G - VCWD email and map 10062025
10. Attachment H - Gas Company letter 10082025
11. Attachment I - Gas Company email and map 10062025
12. Attachment J - Westwood memorandum 10012025
13. Attachment K - Lapwing 1590 spec. sheet
14. Attachment L - Sungrow BESS unit spec. sheet
15. Attachment M - Sungrow Inverter spec. sheet
16. Attachment N - Sungrow noise test report
17. Attachment O - Ordinance No. 800
18. Attachments P-S - Document links

ORDINANCE NO. 814

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT AND APPROVING DEVELOPMENT AGREEMENT NO. 01-2025 BY AND BETWEEN THE CITY OF IRWINDALE AND SAN GABRIEL PROJECT I LLC, SAN GABRIEL PROJECT II LLC, SAN GABRIEL PROJECT III LLC, AND SAN GABRIEL PROJECT IV LLC FOR THE BATTERY ENERGY STORAGE SYSTEM PROJECT AND ADOPTING FINDINGS IN SUPPORT THEREOF

A. RECITALS

(i) California Government Code Sections 65864 *et* seq. ("**Development Agreement Law**") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

(ii) Attached to this Ordinance, Marked Exhibit "A" and incorporated herein by reference, is a Development Agreement, which hereinafter is referred to as "the **Development Agreement**."

(iii) San Gabriel Project I LLC, a Delaware limited liability company, San Gabriel Project II LLC, a Delaware limited liability company, San Gabriel Project III LLC, a Delaware limited liability company, and San Gabriel Project IV LLC, a Delaware limited liability company, hereinafter in this Ordinance referred to collectively as "**Developer**", has a leasehold interest to that certain portion of real property specifically located at 13620 Live Oak Avenue, legally described within the Development Agreement (the "**Site**"). Developer wishes to build a Battery Energy Storage System ("**Proposed Project**"). Rosebowl Project LLC, a Delaware limited liability company ("**Rosebowl**") is the owner of legal and/or equitable interest in the Site, and Developer has entered into a ground lease with Rosebowl, and thus Developer has qualified to enter into this Agreement in accordance with Development Agreement Law.

(iv) The Site is located within the specific plan area of the Irwindale Gateway Specific Plan and designated by the Land Use Designation of the General Plan as Specific Plan.

(v) On October 29, 2025, the City of Irwindale ("City") Planning Commission, following a duly noticed public hearing to consider the approval of this Ordinance and related Development Agreement, adopted Resolution No. 872(25), recommending approval of this this Ordinance and related Development Agreement.

(vi) On November 24, 2025, the City Council, following a duly noticed public hearing to consider the approval of this Agreement, approved the first reading and introduction of this Ordinance and related Development Agreement.

(vii) On December 10, 2025, the City Council, following a duly noticed public hearing to consider the approval of this Agreement, adopted this Ordinance and related Development Agreement on the second reading thereof.

(viii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the Proposed Project was fully analyzed in the Environmental Impact Report for the Irwindale Gateway Specific Plan (SCH No. 2023020290), City's General Plan and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the Proposed Project.

(ix) City finds and determines that all legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE

NOW, THEREFORE, the City Council of the City of Irwindale hereby does ordain as follows:

(i) In all respects as set forth in the Recitals, Part A of this Ordinance.

(a) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA), the City as Lead Agency, has analyzed the Proposed Project, and has determined in Resolution No. 2025-01-3589, certifying an Environmental Impact Report ("EIR") (SCH# 2023020290), adopting a mitigation monitoring and reporting program, and a statement of overriding considerations for the Irwindale Gateway Specific Plan, which encompasses the Site that the Proposed Project was adequately assessed in the EIR. the City Council determined that none of the triggers for a Supplemental EIR or Subsequent EIR set forth in CEQA Guidelines 15162 were present and no further environmental review was required prior to approval of the Proposed Project. Pursuant to CEQA Guidelines Section 15162 and 15164, no subsequent EIR, negative declaration, or addendum is required.

(b) The City Council hereby specifically finds and determines that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the Proposed Project, no significant adverse environmental effects will occur.

(ii) The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of

the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the Proposed Project will achieve a number of City objectives.

(iii) The City Council further finds that the Proposed Project is not subject to development impact fees as defined in Irwindale's Municipal Code ("IMC") §3.50.030, and development linkage fees as contemplated in IMC Chapter 3.56.

(iv) It is expressly found that the public necessity, general welfare and good zoning practice require the approval of the Development Agreement.

(v) This City Council hereby approves the Development Agreement attached hereto as Exhibit "A."

(vi) The City Council hereby authorizes and directs the Mayor and the City Clerk to execute the Development Agreement on behalf of the City of Irwindale forthwith upon adoption of this Ordinance.

(vii) The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

PASSED, APPROVED, and ADOPTED this 10th day of December, 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, City Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 814 was duly introduced at a special meeting of the Irwindale City Council held on the 24th day of November, 2025, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of December, 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, City Clerk, certify that I caused a copy of Ordinance No. 814 adopted by the City Council of the City of Irwindale at its regular meeting held December 10, 2025 to be posted at the City Hall, Library, and Post Office on _____, 2025.

_____

Laura Nieto
City Clerk

Dated: ****

EXHIBIT A

DEVELOPMENT AGREEMENT

Recording Requested by And
When Recorded Return to:

CITY OF IRWINDALE
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Clerk

[Exempt From Recording Fee Per Gov. Code § 6103]

DEVELOPMENT AGREEMENT NO. 01-2025

This Development Agreement (hereinafter "**Agreement**" or "**DA**") is entered into this ____ day of _____, 2025, by and between the City of Irwindale, a California municipal corporation (hereinafter "**City**"), and San Gabriel Project I LLC, a Delaware limited liability company ("**Gabriel I**"), San Gabriel Project II LLC, a Delaware limited liability company ("**Gabriel II**"), San Gabriel Project III LLC, a Delaware limited liability company ("**Gabriel III**"), and San Gabriel Project IV LLC, a Delaware limited liability company ("**Gabriel IV**") (Gabriel I, Gabriel II, Gabriel III, and Gabriel IV, together with subsidiaries, successors and assigns, collectively hereinafter "**Developer**"). The City and Developer shall be referred to jointly within this Agreement as the "**Parties**" and individually as a "**Party**."

RECITALS

A. *The Development Agreement Statute.* California Government Code § 65864 *et seq*. ("**Development Agreement Law**") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation, and comprehensive planning and identifying the economic costs of such development.

B. *Irwindale Gateway Specific Plan*. On March 12, 2025, the City Council of the City of Irwindale approved the Irwindale Gateway Specific Plan, encompassing 66.64 acres of real property within the City of Irwindale, located at 13620 Live Oak Avenue Assessor's Parcel Numbers 8532-002-046, 8532-002-047, ("**Specific Plan Area**"). In doing so, the City Council adopted Resolution No. 2025-01-3589, certifying an Environmental Impact Report (SCH# 2023020290), adopting a mitigation monitoring and reporting program, and a statement of overriding considerations; Resolution No. 2025-02-3590 amending the City of Irwindale General Plan from regional commercial to Specific Plan; Resolution No. 2025-05-3593 approving a tentative parcel map to create seven parcels of property within the Specific Plan Area; and on March 26, 2025, adopted Ordinance No. 787 adopting Zone Ordinance Amendment No. 02-2023 to add Irwindale Gateway Specific Plan to Title 17 of the Irwindale Municipal Code, defining permitted uses, regulating the sites and locations of buildings, specifying design guidelines and development standards, addressing mobility and connectivity topics, identifying project infrastructure and services, and providing administrative and implementation language for the Specific Plan Area; and Ordinance No. 788 approving Zone Change No. 02-2022 and modifying the City of Irwindale zoning map from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan for the Specific Plan Area.

C. *The Property.* Developer is the lessor on ground leases for the 15.94 acres of real property within the Irwindale Gateway Specific Plan, located at 13620 Live Oak Avenue, Assessor's Parcel Number 8532-002-046, legally described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein (the "**Property**").

D. *Development Application*. On May 7, 2025, Developer filed a development application with the City seeking approval of this Development Agreement, along with a Project (as defined herein) description for applicable CEQA (as defined herein) review. On June 30, 2025, Developer also applied for a site plan and design review **03-2025** ("**SPDR**") and a variance ZV 01-2025 ("**Variance**") (collectively, the "**Development Application**").

E. *The Project.* The project encompasses a 400 Megawatt (MW) battery energy storage system (BESS), consisting of approximately 353,000 square feet of battery arrays within which battery enclosures, inverter enclosures, and medium voltage transformers are arranged, a collector substation of approximately 87,000 square feet, and approximately 2,000 square feet of auxiliary transformer pads (collectively, the "**Project**"). The Project is proposed to be unmanned and operate 24 hours per day, seven days a week, and include a 1,200 square foot building with space for spare parts and a small office for use during periodic inspections and maintenance, which would be 4 to 6 employees.

G. *Developer.* Gabriel I, Gabriel II, Gabriel III, and Gabriel IV each are a party to a ground lease to the Property and are controlled by an indirect parent company, Aypa Power Development LLC, a Delaware limited liability company, which will provide a parent guaranty for Gabriel I, Gabriel II, Gabriel III, and Gabriel IV pursuant to this Agreement in the form attached hereto as Exhibit "F".

H. *CEQA*. On March 12, 2025, the City Council of the City of Irwindale adopted Resolution No. 2025-01-3589, certifying an Environmental Impact Report ("EIR") (SCH# 2023020290), adopting a mitigation monitoring and reporting program, and a statement of overriding considerations for the Irwindale Gateway Specific Plan, which encompasses the Property. The City, as the Lead Agency, has reviewed the Project and determined it was adequately assessed within the EIR. On [DATE], the City Council determined that none of the triggers for a Supplemental EIR or Subsequent EIR set forth in CEQA Guidelines 15162 were present and no further environmental review was required prior to approval of the Project. Pursuant to CEQA Guidelines Section 15162 and 15164, no subsequent EIR, negative declaration, or addendum is required.

I. *Orderly Development; Public Benefits.* The City Council finds that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan and the Irwindale Gateway Specific Plan. This Agreement and the proposed Project will achieve a number of City objectives, including the orderly development of the Property and the provision of public benefits, or funds therefor, to the City and its residents.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals ("**Recitals**") and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL DEFINITIONS.

In addition to those terms defined within the above Recitals and elsewhere within this Agreement, the following terms shall bear the meanings set forth below:

1.1 "**Adopting Ordinance**" means Ordinance No. XXXX approving this Agreement, introduced on _____, 2025, and adopted on _____, 2025.

1.2 "Agreement" shall have the meaning set forth in the opening paragraph of this Agreement.

1.3 "Annual Review" shall have the meaning set forth in Section 6.1.

1.4 "**Applicable Laws**" means, collectively, the following:

(a) The Project Development Approvals.

(b) The Existing Land Use Regulations.

(c) Subsequent Development Approvals.

(d) Those Subsequent Land Use Regulations to which Developer may agree to in writing.

1.5 "**Approval Date**" means the date on which the City Council conducted the second reading of the Adopting Ordinance.

1.6 "**BESS**" means battery energy storage systems.

1.7 "**BESS Ordinance**" means the City's Ordinance No. 800 regulating BESS, adopted July 23, 2025.

1.8 "**CDTFA**" means the California Department of Tax & Fee Administration.

1.9 "**City**" shall have the meaning set forth in the opening paragraph of this Agreement.

1.10 "**CEQA**" means the California Environmental Quality Act (Public Resources Code § 21000 *et seq*.).

1.11 "**City Council**" means the City Council of the City of Irwindale.

1.12 "**Conditions of Approval**" means all conditions imposed in the Project Entitlements.

1.13 "**Developer**" shall have the meaning set forth in the opening paragraph of this Agreement.

1.14 "**Developer's Vested Right**" shall have the meaning set forth in Section 4.1.

1.15 "**Development**" means the improvement of the Property for its intended use and for the purposes of completing the structures, improvements, and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and other facilities and improvements necessary or appropriate for the Project, and the operation, maintenance, repair, or reconstruction of any building, structure, improvement, landscaping or facility after the construction and completion thereof.

1.16 "**Development Plan**" means Developer's plan for completion of the Project in compliance with and to the full extent of the Project Development Approvals and Applicable Laws.

1.17 "**Director**" means the City's Community Development Director, or his or her designee.

1.18 "**Effective Date**" means the date on which the Adopting Ordinance becomes effective, which is typically thirty (30) days after the second reading of the Adopting Ordinance.

1.19 "Entitlements" means the Project Development Approvals, the Development Agreement, the Specific Plan, the Zone Change No. 02-2022, and all ministerial permits necessary to build-out the Project.

1.20 "**Exhibit**" means an exhibit to this Agreement, unless otherwise specifically referenced to a different agreement or document. The following exhibits are incorporated into the Agreement by reference as though set forth in full:

Exhibit "A" Legal Description of the Property

Exhibit "B" Depiction of the Property

Exhibit "C" Detail of Gen-Tie Line Route and Number and Height of Associated Transmission Poles

Exhibit "D" [Intentionally Omitted]

Exhibit "E" [Intentionally Omitted]

Exhibit "F" Form of Parent Guaranty

1.21 "**Existing Land Use Regulations**" are laws and regulations enacted through legislative actions of the City Council in effect on the Vested Rights Date. Existing Land Use Regulations include ordinances, laws, resolutions, codes, rules, regulations, policies, requirements, guidelines or other actions of City, including but not limited

to the City's General Plan, the IMC (including the BESS Ordinance within Title 17 of the Irwindale Municipal Code), the Irwindale Gateway Specific Plan, which affect, govern or apply to the development and use of the Property, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Project, and the City zoning map (Including Ordinance No. 788 approving Zone Change No. 02-2022 and modifying the City of Irwindale zoning map from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan for the Specific Plan Area). "Existing Land Use Regulations" do not include (i) Project Development Approvals, (ii) regulations relating to the conduct of business, professions, and occupancies generally, (iii) taxes and assessments, (iv) regulations for the control and abatement of nuisances, (v) health and safety regulations, or (vi) any other matter reserved to City pursuant to Article 5.

1.22 "**Gen-Tie**" means the 220 kilovolt (kV) generation interconnection line and ancillary facilities, including its support structures and poles, from the BESS facility to the boundary line of the Property.

1.23 "**IMC**" means the Irwindale Municipal Code.

1.24 "**Irwindale Gateway Specific Plan**" means the plan identified in Ordinance No. 787 adopting Zone Ordinance Amendment No. 02-2023 to add Irwindale Gateway Specific Plan to Title 17 of the IMC, defining permitted uses, regulating the sites and locations of buildings, specifying design guidelines and development standards, addressing mobility and connectivity topics, identifying project infrastructure and services, and providing administrative and implementation language for the Specific Plan Area.

1.25 "**Mortgage**" means a mortgage, deed of trust, or other security instrument encumbering the Property.

1.26 "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or any party providing tax equity financing in connection with the Project, and each of their respective successors and assigns.

1.27 "**Project**" shall have the meaning set forth in Recital E.

1.28 "**Project Development Approvals**" means all Project-specific approvals, including, but not limited to, the Entitlements (minus this Agreement), the Conditions of Approval, project-specific plans, maps, permits, site plans, design guidelines, variances, conditional use permits, grading, building, and other similar permits, environmental assessments, including environmental impact reports and negative declarations, and any amendments, addenda or modifications to those matters, which were applied for by Developer and are required or permitted by the Applicable Laws in order to complete the Project, provided that those Project Development Approvals are consistent with Developer's Vested Right, this Agreement, and the Applicable Laws. The Entitlements (minus this Agreement), as examples of Project

Development Approvals, have been or are anticipated to be approved, subject to the Conditions of Approval, prior to or in conjunction with the approval of this Agreement. "Project Development Approvals" do not include (i) rules, regulations, policies, and other enactments of general application within the City (ii) legislative enactments, including this Agreement, or (iii) Land Use Regulations.

1.29 "**Project Sales and Use Tax Revenue**" means all Sales and Use Tax revenue received by the City in connection with the development and construction of the Project, including from the purchase, sale or use of any and all materials, equipment, fixtures or other items by Developer or any third-party vendors or other contractors involved in the development and construction of the Project.

1.30 "**Sales and Use Tax**" means and includes (i) the sales and use tax referenced in 3.12 of the IMC, (iii) the transaction and use tax referenced in Chapter 3.54 of the IMC, and (iv) the supplemental transactions and use tax referenced in Chapter 3.58 of the IMC.

1.31 "**Subsequent Land Use Regulations**" means those Land Use Regulations which are both adopted and effective after the Vested Rights Date.

1.32 "**Subsequent Development Approvals**" means all Project-specific approvals issued subsequent to the Effective Date in connection with development of the Project, which shall include, without limitation, any changes to the Project Development Approvals.

1.33 "**Vested Rights Date**" shall mean July 23, 2025, the date the BESS Ordinance was adopted.

2. TERM & GENERAL COVENANTS.

2.1 Term. The term of this Agreement (the "**Term**") starts on the Effective Date and shall expire thirty-four (34) years and eleven (11) months after City's approval of the last of the Entitlements subject to (i) any early termination provisions described in this Agreement and (ii) extension as set forth in Section 2.6.

2.2 Project Completion. Developer shall complete the Project, including passing final inspection, by no later than five (5) years from the Effective Date, subject to extension as set forth in Section 2.6.

2.3 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the development of the Property for completion of the Project, including actions by the City on applications for Subsequent Development Approvals affecting the Property shall be subject to the terms and provisions of this Agreement.

2.4 Agreement Runs with the Land. This Agreement shall be recorded and shall run with the land. Pursuant to Government Code § 65868.5, the burdens of this Agreement and each of its provisions shall be binding upon, and the benefits of this Agreement shall inure to,

all successors in interest to the Parties, including, but not limited to, all parties that enter into lease agreements with Developer for possession of any part of the Property.

2.5 Covenant Against Discrimination. Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry in the performance of this Agreement. Developer shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry.

2.6 Tolling. Notwithstanding anything to the contrary contained in this Agreement, the time periods set forth in Sections 2.1 and 2.2, shall be tolled and extended on a day-for-day basis for the duration of any (i) third party litigation against the Project Development Approvals or this Agreement, (ii) delay in commencement or performance of construction or operation of the Project occasioned by a moratorium on the issuance of any of the Project Development Approvals, (iii) delay in commencement or performance of construction or operation of the Project occasioned by an event of Force Majeure (as defined in Section 13.10) (each a "**Tolling Event**"). If, and each time a Tolling Event occurs or ends, Developer shall deliver written notice to the City in accordance with Section 13.2 as soon as reasonably practical after Developer receives actual notice of the occurrence or cessation of the Tolling Event, specifying the date of the occurrence or cessation of the Tolling Event. Notices of occurrence of Tolling Events shall be subject to approval of the City Manager, not to be unreasonably withheld, conditioned or delayed, in order for the tolling associated with the Tolling Event to be effective (although such tolling may take effect retroactively upon such City Manager approval).

3. DEVELOPER'S OBLIGATIONS

3.1 Community Benefit – DA Payment. Should the City, in its sole discretion, approve in connection with the Project (i) the SPDR, (ii) the Variance, and (iii) a second reading and adoption of ordinance approving this Agreement, then within 30 days of the latest of such events to occur, and provided this Agreement is fully executed and in effect, Developer shall tender to the City Treasurer a one-time cash payment to the City in the amount of Two Million Dollars ($2,000,000.00) (the "**Initial DA Payment**"). Within 30 days of the issuance of the certificate of occupancy for the Project, Developer shall tender to the City Treasurer a one-time cash payment to the City in the amount of Six Million Dollars ($6,000,000.00) ("**Final DA Payment**") The Initial DA Payment and Final DA Payment shall be collectively referred to throughout this Agreement as the "**DA Payment,**" to be utilized by the City at its discretion to use for future community public benefits to the City overall. For the sake of clarity, to the extent the City decides to use the DA Payment on a community public benefit project, such project is a separate project with independent utility from the Project, for which Developer shall not be responsible for processing any entitlements. The City shall include Developer in, and publicly recognized Developer's contribution during, all ceremonies celebrating any community public benefit projects funded or partially funded by the DA Payment. The Parties agree to cooperate in good faith to prepare and process the appropriate documentation for such contribution, including

by providing such documentation reasonably requested by a Party for tax reporting and tax credit purposes.

3.2 Community Benefit – Employment Outreach for Local Residents. A goal of the City with respect to this Project and other major projects within the City is to foster employment opportunities for Irwindale residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, Developer shall make reasonable efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction, operation and maintenance of the Project to be advertised in such a manner as to target local City residents. Developer shall also notify the City of jobs available at the Project such that the City may inform City residents of job availability at the Project. Developer will inform any new owner of the Project (as set forth in Section 11) or new lessee of the Property of the provisions of these requirements. Nothing in this paragraph shall require Developer to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section 3.2 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City or to require Developer to violate any labor law.

3.3 Community Benefit – Project Sales & Use Tax Covenant.

3.3.1. Developer acknowledges that one of the material inducements for the City's approval of this Agreement is the expectation that the Project will generate substantial local Sales and Use Tax Revenue. Developer therefore covenants and agrees that the City shall receive a total of at least Five Million Dollars ($5,000,000.00) in Project Sales and Use Tax Revenue ("**Guaranteed Revenue Amount**").

3.3.2. Developer shall provide to the City a list identifying the legal names, as may be registered with the California Department of Tax and Fee Administration, of all tax-paying contractors or suppliers contracted by Developer ("**List of Contractors**") on the first day of each quarter, commencing on April 1, 2026 and ending on the end of the first full City fiscal year following issuance of the certificate of occupancy for the Project (unless Developer sooner notifies the City that all Sales and Use Tax related to Project construction has been remitted in which case it may cease providing List of Contractors quarterly updates). Developer acknowledges that the City's ability to identify and credit Sales and Use Tax Revenue attributable to the Project depends on accurate contractor and supplier information. Accordingly, if any contractor or supplier fails to provide such legally registered name or provides inaccurate or incomplete information, the City may be unable to properly credit the corresponding Sales and Use Tax Revenue toward the Project. Developer hereby waives any claim against the City attributable to any such under-crediting by the City resulting from inaccurate or incomplete contractor or supplier information provided to the City.

3.3.3. Thirty (30) days following the last to occur of (i) the end of the first full City fiscal year following issuance of the certificate of occupancy for the Project, (ii) the City's receipt of the List of Contractors, and (iii) the date that the CDTFA data reflecting Project-related allocations becomes available, the City shall provide Developer with an accounting, (a) identifying the aggregate amount of all Project Sales and Use Tax

Revenue received by the City to date in relation to the Project, and (b) to the extent not prohibited by law, a summary of the information relied upon by the City in making its determination.

3.3.4. If the City reasonably determines that the amount of Project Sales and Use Tax Revenue received by the City is less than $5,000,000.00, the City shall invoice Developer ("**Invoice Date**") for the difference (i.e., $5,000,000.00 *less* the amount of Project Sales and Use Tax Revenue actually received) ("**Shortfall Amount**"). Developer shall have thirty (30) days after receipt of such invoice to either (i) remit payment to the City Treasurer of the Shortfall Amount, or (ii) provide written comments or additional information to the City relevant to the City's calculation. The City shall consider any such information in good faith and no later than thirty (30) days following the receipt of any such information from Developer, the City shall notify Developer in writing whether its determination of the Project Sales and Use Tax Revenue has changed and, if so, issue a revised invoice to Developer. Developer will remit payment to the City Treasurer within thirty (30) days of receipt of such notice or revised invoice. If CDTFA later adjusts and lowers the Sales & Use Tax Revenue paid by any of the persons or entities set forth on the List of Contractors for any reason (i.e. audit, etc.), the City shall issue a revised invoice to Developer. Developer will remit payment to the City Treasurer within thirty (30) days of receipt of such notice or revised invoice. Notwithstanding the foregoing, Developer shall have no obligation to remit any additional payments after the date that is the three (3) year anniversary of the Invoice Date.

3.4 Financial Assurance for Decommissioning. To ensure the safe decommissioning of the Project, upon the issuance of a temporary occupancy permit or occupancy permit, Developer of the battery energy storage facility shall continuously maintain a financial assurance or security, payable to the City, in a form and amount required by the BESS Ordinance. The security shall be in the form of a surety bond. The financial assurance shall be maintained for the duration of the use of the Project. All costs shall be borne solely by the Developer. Developer shall submit to City an initial analysis proposing the estimated amount of the financial assurance (the "**Initial Decommissioning Report**") prior to the issuance of the building permit; provided, however, Developer may replace the Initial Decommissioning Report with a final decommissioning report, which it shall provide to the City at least ninety (90) days prior to the estimated date of issuance of the certificate of occupancy. The City shall consider any such information in good faith and no later than thirty (30) days following the receipt of any such information from Developer, the City shall notify Developer in writing of its determination. The amount of financial assurances shall be adjusted every three (3) years to account for any increase or decrease in costs. Developer shall submit written revisions to financial assurances to the City Treasurer each year, thirty days prior to the anniversary date of the initial financial assurances approved by the City. If written revisions to the financial assurances are not provided, the Developer shall explain, in writing, thirty days prior to such anniversary date, why revisions were not necessary. The City Treasurer may require further revisions and/or explanation from the Developer if the submission is found to be inadequate.

3.5 Community Benefit – Fire Safety Training. Developer shall pay for a third-party expert to provide training(s) every three (3) years commencing sixty (60) days following issuance of the certificate of occupancy, until termination of the Term of this Agreement, for the County of Los Angeles Fire Department and Irwindale Police Department employees on the proper strategies for safely responding to a BESS fire incident. Developer agrees to cooperate with any and all annual audits conducted by the Los Angeles County Fire Department.

3.6 Satisfaction of Developer Obligations. Developer's obligations identified in Section 3 of this Agreement shall be deemed satisfied if the City does not approve any encroachment agreement (by separate approval), Variance (by separate approval) the SPDR, and other Project Development Approvals required to commence construction of the Project. This limitation shall not extend to any subsequent encroachment agreements or other approvals that may be sought after commencement of the Project, the denial of which shall not relieve Developer of its obligations under Section 3.

4. DEVELOPMENT OF THE PROPERTY.

4.1 Scope of Developer's Vested Right. Subject to the Reservation of Authority set forth in Article 5, Developer shall have the vested right to develop the Project to the full extent permitted under the Applicable Laws as of the Vested Rights Date and compliance with this Agreement ("**Developer's Vested Right**").

4.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to the Development of the Property, shall be as set forth in the Existing Land Use Regulations which were in full force and effect as of the Vested Rights Date, subject to the terms of this Agreement. For the sake of clarity, the Parties agree that standards set forth in the Specific Plan and Variance prevail over any conflicting standards set forth in the Existing Land Use Regulations, including the BESS Ordinance. If the City adopts a Subsequent Land Use Regulation against which the Developer holds a Vested Right, the Developer may, in its sole discretion, partially waive its Vested Right in writing and be subject to the Subsequent Land Use Regulation.

4.3 Rights under State and Federal Law. Developer shall retain all rights it has under state and federal law, including, but not limited to, Developer's rights under Government Code § 65865.2, which provides that subsequent discretionary actions shall not prevent development of the Property for the uses and to the density or intensity of development set forth in the Project Development Approvals.

4.4 Lesser Development. Without amending this Agreement, Developer shall have **the** right to elect to develop and construct upon all or any portion of the Property a Project of lesser height or building or structure size than that permitted by the Project Development Approvals provided that the Project otherwise complies with the Project Development Approvals and this Agreement. Moreover, nothing in this Agreement

shall be construed as requiring the Developer to commence or complete Project if it is not economically feasible.

4.5 Project Development Approvals; Subsequent Development Approvals. The Project Development Approvals for the Project may require the processing of Subsequent Development Approvals. Subject to the provisions of Section 4.6 below, the City shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the manner for processing such matters in accordance with the Existing Land Use Regulations. Notwithstanding the foregoing, the parties acknowledge that subject to the Existing Land Use Regulations, the City is not obligated to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition. Except as limited by Developer's Vested Right, the City reserves its full police power and this Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval.

4.6 Role of Project Development Approvals. Except as provided within this Agreement, the Project Development Approvals, Zone Change No. 02-2022, and Irwindale Gateway Specific Plan shall exclusively control the uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings or structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Project.

4.7 Moratorium. Notwithstanding any other provision of this Agreement, no future amendment of any existing City ordinance or resolution or any subsequent ordinance, resolution or moratorium, enacted either by the City Council or by voter approved initiative, that is related to zoning and purports to impose or result in a limitation on the Project, imposed by City, shall apply to govern, or regulate the Project or development or use of the Property during the Term. In the event of any such subsequent action by City, Developer shall continue to be entitled to apply for and receive Subsequent Development Approvals in accordance with the Existing Land Use Regulations, subject only to the exercise of the City's Reservation of Authority set forth herein.

5. CITY'S RESERVATION OF AUTHORITY.

5.1 Reservation. To the full extent permitted by law, the City expressly reserves its police power over the Project, the Project Development Approvals, Entitlements, and any Subsequent Development Approvals. Nothing herein shall be deemed to be a prejudgment, commitment or guaranty that any approvals or permits will be issued within any particular time, or with or without any particular conditions.

5.2 Uniform Codes. Developer agrees to comply with changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, or other such Uniform Codes incorporated into the City's formally adopted version of the County of

Los Angeles Building Code in effect at the time of each plan check submittal, as applicable City-wide, and any Subsequent Land Use Regulations.

5.3 Emergencies. Nothing herein shall limit the City's authority to promulgate emergency rules, regulations, laws, and ordinances within the City's police power that would limit the exercise of Developer's Vested Right ("**Conflicting Emergency Regulations**"), provided that the Conflicting Emergency Regulations:

(a) Result from a sudden, unexpected emergency declared by the President of the United States, Governor of California, County Board of Supervisors and applicable to incorporated areas, including the City, or the City Council;

(b) Address a clear and imminent danger, with no effective reasonable alternative available that would have a lesser adverse effect on Developer's Vested Right;

(c) Do not primarily or disproportionately impact the development of the Project; and

(d) Are based upon findings of necessity established by a preponderance of the evidence at a public hearing.

5.4 Laws of Other Jurisdictions. Other public agencies not subject to control by City may possess authority to regulate aspects of the Project. This Agreement does not limit the authority of such other public agencies. Therefore:

(a) Federal, state, county, and multi-jurisdictional laws and regulations (the "**Additional Regulations**"), including regional impact fees, which City is required to enforce against the Property or the Project, except if the Additional Regulations are for the purpose of mitigating a significant or potentially significant impact that has already been mitigated pursuant to the Project's EIR.

(b) If an Additional Regulation is enacted after the Vested Rights Date and prevents or precludes compliance with one or more of the provisions of this Agreement, those provisions shall be modified or suspended as may be necessary to comply with the Additional Regulation. In that event, this Agreement shall remain in full force and effect to the extent it is not inconsistent with the Additional Regulation and to the extent that the suspension or modification necessitated by the Additional Regulation does not deny one of the Parties its primary benefits under this Agreement.

(c) Developer shall apply in a timely manner for such other permits and approvals that are lawfully required by other governmental or quasi-governmental agencies in order to allow the Project to be constructed. City shall provide Developer reasonable cooperation in Developer's efforts to obtain such permits and approvals. The Parties shall cooperate and use reasonable efforts in coordinating the implementation of the Development

with other public agencies, if any, having jurisdiction over the Property or the Project.

5.5 Modification or Suspension by Federal or State Laws. In the event that Federal or State laws or regulations, enacted after the Vested Rights Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

5.6 Energy Efficient and Sustainable Building Design. All Project buildings shall promote sustainable and energy efficient practices through compliance with California Code of Regulations, Title 24 as in effect at the time of each plan check submittal.

5.7 Prevailing Wages. Developer's cost of developing the Project and constructing all of the on-site and off-site improvements, if any, at or about the Property required to be constructed for the Project shall be borne by Developer. Developer is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will defend, hold harmless, and indemnify City in the event Developer fails to do so. As the City is not providing any direct or indirect financial assistance to Developer, the Project should not be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code § 1720. Accordingly, it is believed by the parties that Developer is not required to pay prevailing wages in connection with any aspect of the Development or the construction of the Project as a result of the City's approval of the Project. However, to the extent that (contrary to the parties' intent) it is determined that Developer was required to pay prevailing wage and has not paid prevailing wages for any portion of the Project, Developer shall defend, indemnify, and hold the City, its related agencies, officers, employees, agents and assigns, harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that Developer failed to pay prevailing wages in connection with the construction of the Project. City shall reasonably cooperate with Developer regarding any action by Developer hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Developer's consent as to the City's liabilities or rights only, but should it do so, City shall waive the indemnification herein provided such waiver occurs prior to the issuance of any judgment in the matter. Nothing herein shall be construed to limit any obligation of the Developer or the Project to pay prevailing wages pursuant to a private agreement between the Developer or its contractors and any third parties.

5.8 Fees, Taxes, and Assessments.

5.8.1. Processing Fees. Developer shall pay all City-wide published processing fees and charges of every kind and nature lawfully imposed by City to cover

the estimated actual costs to City of processing applications for or monitoring compliance with Project Development Approvals. For the sake of clarity, the parties agree that the Existing Land Use Regulations require a development impact fee of $0.00 because the unmanned project does not contain permanent habitable industrial space to which a Development Impact Fee could be assessed.

5.8.2. Taxes, User Fees, and All Other Fees & Service Charges. Except as expressly provided in this Agreement, Developer shall pay all taxes, fees and charges which are standard and uniformly-applied to similar projects in the City, which may be increased from time-to-time in accordance with applicable law.

5.8.3. General Charges. Nothing herein shall prohibit the application of the following, if lawfully imposed upon the Property and is a type of fee or charge not already addressed by Section 5.8.1 or 5.8.2 of this Agreement:

(a) Developer, or Developer's Project occupants, shall be obligated to pay any fees or taxes, and lawful increases thereof, imposed on a City-wide basis, whether adopted by the City Council or by voter-approved initiatives, such as business license fees or taxes, franchise fees, solid waste collection fees, sales and use taxes, transient occupancy taxes, property transfer taxes, utilities user taxes, public safety taxes, etc.;

(b) Developer, or Developer's Project occupants, shall be obligated to pay any types of fees or assessments imposed on an area-wide basis and lawful increases thereof;

(c) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any Uniform Code, as adopted by the City; and

(d) Developer, or Developer's Project occupants, shall be obligated to pay any utility service fees and charges, including amended rates thereof, for City services such as electrical utility charges, water rates, and sewer rates.

5.9 Inconsistencies. It is expressly agreed that in the event of any clear and explicit conflict between the provisions or conditions of the EIR, the Existing Land Use Regulations, this Agreement, and the Project Development Approvals (other than the EIR), then the provisions or conditions of the following shall prevail in this order:

(a) EIR;

(b) this Agreement;

(c) Variance

(d) Specific Plan and Zone Change No. 02-2022;

(e) Project Development Approvals (other than the EIR); and

(f) Existing Land Use Regulations

For the avoidance of doubt, the Parties agree that, when determining whether a clear and explicit conflict exists between the provisions or conditions of the documents listed above in this Section 5.9, the fact that one provision or condition may be more detailed than another provision or condition relating to the same subject matter, or that a provision or condition related to a given subject matter may be contained in one document whereas another document is silent on the subject matter, does not, on its own, create a clear and explicit conflict. In such circumstances, the provision or condition in each document shall be read to be consistent with one another.

5.10 Exercise of Project Development Approval. Notwithstanding anything herein, in the Specific Plan, or in the IMC to the contrary, pursuant to Section 65865.2 of the Development Agreement Law, Project Development Approvals shall not expire during the term of this Agreement on the grounds that Developer failed to exercise the Project Development Approvals within a specified period of time after their approval.

5.11 Variance for Overhead Powerlines and Poles. Notwithstanding anything herein, in the Specific Plan, or in the IMC to the contrary, with approval of the Variance, Developer shall not be required to underground the Gen-Tie; poles and lines shall not be limited to a maximum structure height of sixty-five (65) feet; and the Gen-Tie does not need to be constructed as depicted in Exhibit "C".

6. ANNUAL REVIEW.

6.1 Timing of Annual Review. Pursuant to Government Code § 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Developer with the terms of this Agreement ("**Annual Review**"). No failure on the part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement, nor shall it be deemed a breach on the part of City or Developer. The cost of the Annual Review shall be borne by Developer and Developer shall pay the actual and reasonable costs incurred by the City for such review.

6.2 Special Review. The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at City's sole cost ("**Special Review**"). Developer shall cooperate with the City in the conduct of such Special Reviews.

6.3 Standards for Annual Review. During the Annual Review, Developer shall demonstrate good faith compliance with the terms of this Agreement. "**Good faith compliance**" shall be established if Developer is in substantial compliance with the material terms and conditions of this Agreement.

6.4 Procedure. Each Party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other Party a justification of its position

on such matters. The procedure for an Annual Review or Special Review shall be as follows:

(a) As part of either an Annual Review or Special Review, within ten (10) business days of a request for information by the City, the Developer shall respond and/or deliver to the City all information and supporting documents reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement, and (ii) as required by the Applicable Laws.

(b) The City Manager, or his/her designee, shall prepare and submit to Developer a written report on the performance of this Agreement and identify any perceived deficiencies in Developer's performance of this Agreement. The Developer may submit written responses to the report and Developer's written response shall be included in the City Manager's report. The City Manager may then meet and confer with the Developer regarding the Developer's written response. If the City Manager determines, in light of Developer's response and/or the meet and confer, that the Developer has substantially complied with the terms and conditions of this Agreement, the Annual or Special Review shall be concluded.

(c) If the City Manager, following review of Developer's written responses and a meet and confer between City Manager and Developer, continues to perceive any deficiencies in Developer's performance of this Agreement and reasonably determines that Developer will not rectify the perceived deficiencies, then a public hearing shall be held before the City Council at which the Council will review the City Manager's report. The report to Council shall be made at a regularly-scheduled City Council meeting occurring as soon as possible, subject to the requirements of the Brown Act, after the commencement of the Annual or Special Review process outlined in this Section 6.4. If the City Council finds and determines, based on substantial evidence, that the Developer has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a default by the Developer in accordance with Article 7.

(d) Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 13.10.

6.5 Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, City shall, upon written request by Developer, issue a Certificate of Agreement Compliance ("**Certificate**") to Developer stating that after the most recent Annual Review or Special Review and based upon the information known or made known to the City Manager, Planning Commission, and City Council that (i) this Agreement remains in effect and (ii) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form, shall contain

information necessary to communicate constructive record notice of the finding of compliance. Developer shall at its cost record the Certificate with the County Recorder. Additionally, Developer may at any time request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Property, or any lot or parcel within the Property.

6.6 Review Process Not a Prerequisite to Declaring a Default. Neither the Annual Review nor Special Review procedure is a prerequisite to either party declaring a default and initiating the default and cure procedure in Article 7. In other words, either Party may declare a default at any time without first undertaking the Annual Review or Special Review process.

6.7 Public Hearings. The public hearing prescribed by Section 6.4 is independent of, and in addition to, any further hearing procedures relating to defaults and remedies prescribed in Article 7 below. Thus, if the City Council finds that the Developer has not substantially complied with the terms and conditions of this Agreement as part of a review process pursuant to Section 6.4 and determines to declare a default, the City Council is still required to follow the notice/cure process (Section 7.2) and the termination hearing process (Section 7.4) before terminating this Agreement.

7. DEFAULTS AND REMEDIES.

7.1 Remedies Available. The parties acknowledge and agree that other than the termination of this Agreement pursuant to this Article 7, specific performance, injunctive and declaratory relief are the only remedies available for the enforcement of this Agreement and knowingly, intelligently, and willingly waive any and all other remedies otherwise available in law or equity. Accordingly, and not by way of limitation, and except as otherwise provided in this Agreement, each Party shall not be entitled to any money damages from the other Party by reason of any default under this Agreement (other than specific performance, injunctive and declaratory relief to perform any monetary obligation hereunder). Further, Developer shall not bring an action against City nor obtain any judgment for damages for a regulatory taking, inverse condemnation, unreasonable or unconstitutional exactions, reduction in value of property, delay in undertaking any action, or asserting any other liability for any matter or for any cause which existed or which Developer knew of or should have known of prior to the time of entering into this Agreement, Developer's sole remedies being as specifically provided above. Likewise, City shall not bring an action against Developer nor obtain any judgment for damages for any action or for asserting any other liability for any matter or cause related to the Project and within the scope of this Agreement which existed or which the City knew of or should have known of prior to the time of entering into this Agreement, City's sole remedies being as specifically provided above. City and Developer each acknowledge that such remedies are adequate to protect their respective interests hereunder and the waiver made herein is made in consideration of the obligations assumed by the respective Parties hereunder.

7.2 Declaration of Default & Opportunity to Cure.

7.2.1 Rights of Non-Defaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement

herein except as provided in Section 7.1. Before this Agreement may be terminated or action may be taken to obtain judicial relief, the Party seeking relief ("**Non-Defaulting Party**") shall comply with the notice and cure provisions of this Section 7.2.

7.2.2 Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("**Defaulting Party**") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure in order to return to compliance with this Agreement (the "**Default Notice**"). The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within thirty (30) days after the date of such Default Notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). If such non-monetary Default cannot be cured within such thirty (30) day period, then the Defaulting Party shall not be deemed in breach of this Agreement if the Defaulting Party does each of the following:

(a) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(b) Notifies the Non-Defaulting Party of the Defaulting Party's proposed course of action to cure the default;

(c) Promptly commences to cure the default within the thirty (30) day period;

(d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(e) Diligently prosecutes such cure to completion.

7.3 Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may seek termination of this Agreement, in which case the Non-defaulting Party shall provide the Defaulting Party with a written notice of intent to terminate this Agreement ("**Termination Notice**"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate this Agreement within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default or a copy of the Default Notice) and a description of the evidence upon which the decision to terminate is based.

7.4 Hearing Opportunity Prior to Termination. If Developer is the Defaulting Party pursuant to Section 7.2, then the City's Termination Notice to Developer shall

additionally specify that Developer has the right to a hearing prior to the City's termination of any Agreements ("**Termination Hearing**"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code §§ 54950–54963. At said Termination Hearing, Developer shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

(a) Decide to terminate this Agreement; or

(b) Determine that Developer is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

(c) Impose conditions on a finding of default and a time for cure, such that Developer's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has caused or will cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, or such other interests that City and public may have in the Project.

7.5 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, or (iii) the indemnification provisions of Article 8. Termination of this Agreement shall not affect either Party's rights or obligations with respect to any Project Development Approval granted prior to such termination.

7.6 Waiver of Breach. By not challenging any Project Development Approval within ninety (90) days of the action of City enacting the same, Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement.

7.7 Interest on Monetary Default. In the event Developer fails to perform any monetary obligation under this Agreement, Developer shall pay interest thereon at the rate of six and one-half percent (6.5%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

8. THIRD PARTY LITIGATION.

8.1 Indemnity Obligations on Third-Party Claims.

(a) Developer hereby agrees to indemnify, defend, and hold City, its officers, agents, employees, members of its City Council and any commission,

partners and representatives (collectively, "**City Indemnitees**") harmless from any and all claims, actions, suits, damages, liabilities, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) (collectively, "**Claims**"), asserted against City or City Indemnitees arising out of or in connection with this Agreement, including, without limitation, (i) City's approval of this Agreement and all documents related to any of the Project Development Approvals, Conditions of Approval, permits, or other entitlements for the Project and issues related thereto (including, City's determinations regarding CEQA compliance and/or any other development incentives granted to the Project), (ii) the development of the Project, and (iii) liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from, or are attributable to, Developer's (or Developer's contractors, subcontractors, agents, employees or other persons acting on Developer's behalf ("**Developer's Representatives**")) performance of its obligations under this Agreement and/or the negligence or misconduct of Developer or of Developer's Representatives which relate to the Project or the Property Nothing herein shall be construed to mean that Developer shall indemnify the City for any Claims to the extent arising from, or alleged to arise from, the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors or subcontractors.

(b) The City shall provide Developer with notice of the pendency of such Claims within ten (10) days of being served or otherwise notified of such Claims and shall request that Developer defend such action. Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. In all cases, City shall have the right to utilize the City Attorney's office in any legal action. Upon City's notification to Developer of the pendency of the claim or suit, Developer shall make a minimum deposit sufficient to pay all of Developer's indemnification obligations for the following ninety (90) days, which includes legal costs and fees anticipated to be incurred as determined by City in its sole discretion (not to exceed Fifty Thousand Dollars ($50,000)). Developer shall make deposits required under this Section 8.1 within fifteen (15) days of receipt of City's written request. City shall endeavor to provide Developer written notice when City determines the minimum balance is approaching Twenty Thousand Dollars ($20,000) and shall provide written notice to Developer when the City determines the deposit balance is below Twenty Thousand Dollars ($20,000). Developer shall make the balance of the minimum deposit (not to exceed Fifty Thousand Dollars ($50,000)) within fifteen (15) days of receipt of such written notice.

(c) If Developer fails to provide the deposit, and after compliance with the provisions of this Section 8.1, the City may abandon the action and Developer shall pay all costs resulting therefrom (including but not limited to any attorneys' fees and other costs for which City may be liable as result

of such abandonment), and City shall have no liability to Developer. It is expressly agreed that City shall have the right to utilize the City Attorney's Office or use other legal counsel of its choosing. Developer's obligation to pay the defense costs of City shall extend until final judgment, including any appeals. City agrees that it shall fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. City shall discuss litigation strategy with Developer in good faith but shall retain absolute discretion to make strategy decisions for the City, but not the Developer. City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any litigation brought against it in its sole and absolute discretion, and City's reasonable decision to settle or abandon a matter, including but not limited to following an adverse judgment or failure to appeal, shall not cause a waiver of the City's indemnification rights. Notwithstanding the foregoing or anything stated herein or in prior written agreements between Developer and City, unless such settlement is approved by Developer, Developer shall not be bound by the City's settlement and retains full discretion to appeal or otherwise continue the defense.

8.2 Hold Harmless: Developer's Construction, and Other Activities. Developer shall defend, save and hold the City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's agents, contractors, subcontractors, agents, or employees' Project construction activities and operations under this Agreement, whether such Project construction activities and operations be by Developer or by any of Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors. Nothing herein shall be construed to mean that Developer shall hold the City harmless and/or defend it from any claims to the extent arising from, or alleged to arise from, the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors or subcontractors.

8.3 Loss and Damage. City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature. Nothing herein shall be construed to mean that Developer shall bear liability for the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.

8.4 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due

to Developer or to its successor, or for breach of any obligation of the terms of this Agreement.

8.5 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

8.6 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than a default by City.

9. INSURANCE.

9.1 Types of Insurance.

9.1.1 General Liability Insurance. At commencement and until completion of construction of improvements by Developer on the Property, Developer shall, at its sole cost and expense, keep or cause to be kept in force, for the mutual benefit of City and Developer, commercial general liability insurance against claims and liability for bodily injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage. Such policy shall provide protection of at least $5,000,000 per occurrence, and $10,000,000 in the general aggregate. Limits can be met by a combination of primary and excess policies.

9.1.2 Workers' Compensation / Employer's Liability. To the extent Developer and its contractors utilize employees for any portion of the Project, Developer and such contractors shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that Developer and any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law. Employer's Liability policy shall provide limits of $1,000,000 bodily injury by accident-each accident, $1,000,000 bodily injury by disease-each employee, and $1,000,000 bodily injury by disease-policy limit.

9.1.3 Automobile Liability Insurance. Developer shall ensure that all contractors with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder maintains automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Developer arising out of or in connection with work to be performed under this Agreement, including coverage for any owned (if any), hired, non-owned or rented vehicles, in an amount not less than $2,000,000 for each accident. Limits can be met by a combination of primary and excess policies.

9.1.4 Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form

reasonably acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $5,000,000 dollars per claim and $5,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

9.1.5 Builder's Risk Insurance. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with reasonable commercially available sub-limits to insure the replacement value of any key equipment item; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area. The City shall be included as additional insured on such policy and will be evidenced with a certificate of insurance.

9.1.6 Professional Liability Insurance. To the extent exposure exists, Professional liability insurance may be obtained by Developer or its Contractors/Subcontractors that is appropriate to the profession for any Project design work, with limits no less than $5,000,000 per claim and $5,000,000 general aggregate. This coverage will be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of the services or the termination of this Agreement. During this additional 5-year period, Developer shall annually and upon request of the City submit written evidence of this continuous coverage.

9.1.7 [Intentionally Omitted]

9.1.8 Other Insurance. Developer may procure and maintain any Project-related insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City and Developer.

9.1.9 Contractors/Subcontractors. Developer shall ensure that all contractors and sub-contractors maintain the required minimum insurance coverages and include

the City and Developer as additional insured, as applicable, or shall include the contractors and subcontractors under its insurance.

9.2 Insurance Policy Form, Sufficiency, Content, and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that: (i) any loss shall be payable notwithstanding any act of negligence of City or Developer that might otherwise result in the forfeiture of the insurance; (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the General Liability and Automobile Liability policies are primary and noncontributing with any insurance that may be carried by City; Umbrella/Excess liability is noncontributing; and (iv) the policies cannot be canceled except after thirty (30) days' written notice by the insurer to City or City's designated representative except ten (10) days for nonpayment of premium. Developer shall furnish City certificates evidencing the insurance. City shall be provided with additional insured status on all policies of insurance required to be procured by the terms of this Agreement, except for all insurance required by Developer's contractors, both City and Developer shall be provided with additional insured status, excluding in all cases Workers' Compensation/Employer's Liability, professional liability, and builder's risk polices. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

9.3 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies within the following time limits:

(a) For insurance required above, within ninety (90) days after the Effective Date.

(b) For any renewal or replacement of a policy already in existence, within ten (10) days of the expiration or termination of the existing policy.

(c) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured, such failure or refusal shall be a default hereunder.

9.4 Waiver of Subrogation. Except for Professional Liability, Developer agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any loss or damage to Developer or to any person or property, except as specifically provided hereunder and Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against City, its agents and employees.

10. MORTGAGEE PROTECTION.

10.1 The Parties agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed, of trust, or any other security device or agreement securing financing with respect to the Property. City acknowledges that the third parties providing such financing may require certain Agreement interpretations, modifications, and estoppel certificates, and City agrees upon request, from time to time, to communicate and meet with Developer and representatives of such third parties to negotiate in good faith any such estoppel certificates and/or requests for interpretation or modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested estoppel certificate, interpretation or modification, provided City determines such estoppel certificate, interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the rights and privileges set forth in this Article 10.

10.2 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

10.3 Any Mortgagee that has submitted a request in writing to City in the manner specified herein for giving notices shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

10.4 If City timely (i.e., within the stated cure period pursuant to Section 7.2(b)) receives a request from a Mortgagee for a copy of the Default Notice given to Developer (provided the default has not been cured by Developer by such time), then City shall, within ten (10) days of receipt of the Mortgagee's request, provide a copy of such Default Notice to the Mortgagee. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining time allowed for Developer to cure under Section 7.2(b), or (ii) sixty (60) days after Mortgagee's receipt of any Default Notice; provided, however, if such default cannot be cured by Mortgagee without Mortgagee having possession of the Property, the cure period available to Mortgagee shall be extended for the time period (not to exceed an additional one hundred twenty (120) days after Mortgagee's receipt of such Default Notice) reasonably required for Mortgagee obtain possession of the Property, provided that Mortgagee diligently and continuously proceeds to use commercially reasonable efforts to so obtain possession of the Property and to complete such cure.

10.5 Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the Mortgage or deed of trust, or deed in lieu of such foreclosure, or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement._Notwithstanding anything to the contrary, the transfer of the Property described in the preceding sentence shall not constitute a "change of ownership" contemplated under Section 11 of this Agreement, and the provisions of Section 11 shall not apply to any Mortgagee.

11. CHANGE OF OWNERSHIP OR CONTROL.

11.1 Change of Ownership or Control. Consistent with the BESS Ordinance, if any direct or indirect owner of the Project is proposed to change such that Aypa Power Holdings LP shall no longer be the ultimate parent that owns and controls, directly or indirectly, more than fifty percent (50%) of the Project, Developer shall notify the City Manager of such proposed change in ownership at least ninety (90) calendar days prior to the proposed ownership change and request consent (the "**Consent Request**"). Approval by the City Manager shall be required, but shall not be unreasonably withheld, conditioned or delayed. In providing that approval, the City Manager may, in his/her reasonable discretion, request information about the new owner and ultimate parent to ensure that the new owner has the financial capability and expertise to assume all obligations established and applicable to the Project, as set forth in this Agreement, the site plan and design review approval, and the decommissioning plan, and all related financial responsibilities. Developer and/or new owner shall provide, within ten (10) calendar days, any and all information from the date of the City Manager's request. When submitting a Consent Request to the City, Developer shall clearly identify all information it reasonably determines is exempt from public disclosure by City pursuant to Government Code § 7927.605 or any other applicable law. Developer shall not identify any information as being exempt from public disclosure by City unless Developer reasonably determines such information is legally exempt from public disclosure by City pursuant to Government Code § 7927.605 or any other applicable law. If the change in ownership is approved by the City Manager, Developer, new owner, and City Manager shall execute and record an Assignment and Assumption Agreement, or other form approved by the City Attorney, to formally approve and consent to the change in ownership. No change in ownership or control shall be effective until such Assignment and Assumption Agreement, or other form approved by the City Attorney, is executed by all parties (with the City Manager on behalf of the City) and recorded.

11.2 Effect of Change of Ownership or Control. Unless otherwise stated within the Assignment Agreement, upon a change of ownership or control of the Project:

(a) The new owner shall be liable for the performance of all remaining obligations of Developer with respect to those portions of the Property which are transferred (the "**Transferred Property**"), but shall have no obligations with respect to any portions of the Property not conveyed (the "**Retained Property**").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of Developer with respect to the Retained Property, but shall have no further obligations with respect to the Transferred Property.

(c) The new owner's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the new owner were Developer.

12. AMENDMENT AND MODIFICATION.

12.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement or the Project Development Approvals.

12.2 Procedure and Requirements for Amendments to Development Agreement. The procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance as set forth in Government Code §§ 65867 and 65868. City will process any amendment to this Agreement consistent with state law and will hold public hearings thereon if so required by state law, and the Parties expressly agree nothing herein is intended to deprive any party or person of due process of law. Except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

12.3 Consent. Except as expressly provided in this Agreement, no cancellation of or amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the parties hereto and recorded in the Official Records of Los Angeles County.

12.4 Administrative Minor Project Modifications. Notwithstanding any other provision and/or Condition of Approval contained in any Project Development Approvals, minor modifications to the Project Development Approvals, the Subsequent Development Approvals, and/or the Development Plans shall be made ministerially, with the approval of the City Manager. The determination of whether a requested or proposed modification constitutes a minor modification shall be made by the City Manager in his or her sole discretion, except that minor modifications shall not include any modifications that the Director determines extend beyond the intent of the original approval, and modifications meeting any of the following criteria shall not be deemed to constitute minor modifications and would require amendment to this Agreement under Section 12.2: (i) modifications that change the proposed uses analyzed in the EIR; (ii) modifications that increase the total amount of battery enclosure square footage within the Project, as shown in the Development Plans approved and dated [XX], by more than ten percent (10%); (iii) modifications that increase building/structure heights within the Property in comparison to what was identified on the Development Plans by more than 10%; (iv) modifications that substantially deviate from the design or dimensions of any Gen-Tie line transmission pole as set forth in the Development Plans or from the number, height, or location of the Gen-Tie line transmission poles set forth in Exhibit "C", unless a variance is granted; or (v) other modifications that involve any deviation of architectural design or details that is not in substantial conformance with the approved set of Development Plans.

13. MISCELLANEOUS PROVISIONS.

13.1 Recordation. The City Clerk shall cause a copy of this Agreement to be recorded against the Property with the County Recorder within ten (10) calendar days after the Execution Date. The failure of the City to sign and/or record this Agreement shall not affect the validity of this Agreement.

13.2 Notices. Notices and correspondence required or permitted by this Agreement shall be in writing and either personally delivered or sent by registered, certified, or overnight mail or delivery service. Notices shall be deemed received upon personal delivery or on the second business day after registered, certified, or overnight mailing or delivery, or email if such email notice is acknowledged as received by the receiving Party. Notices shall be addressed as follows:

To City: City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attn: City Manager

With copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Adrian Guerra, City Attorney

To Developer: San Gabriel Project I LLC
San Gabriel Project II LLC
San Gabriel Project III LLC
San Gabriel Project IV LLC

c/o Aypa Power Development LLC
11801 Domain Blvd, Suite 525
Austin, TX 78758
Attn: Development
Email: GabrielBESS@aypa.com

With copy to: San Gabriel Project I LLC
San Gabriel Project II LLC
San Gabriel Project III LLC
San Gabriel Project IV LLC

c/o Aypa Power Development LLC
11801 Domain Blvd, Suite 525
Austin, TX 78758
Attn: General Counsel
Email: legal@aypa.com

A Party may change its address by giving written notice to the other Party. Thereafter, Notices shall be addressed and transmitted to the new address.

13.3 Estoppel Certificates. Either Party (or a Mortgagee) may at any time during the Term deliver written notice to the other Party requesting an Estoppel Certificate stating:

(a) The Agreement is in full force and effect and is a binding obligation of the Parties;

(b) The Agreement has not been amended or modified or, if so amended, identifying the amendments; and

(c) here are no existing defaults under the Agreement to the actual knowledge of the Party signing the Estoppel Certificate as of the date of the Estoppel Certificate, or if there are any defaults existing to the actual knowledge of such Party as of such date, identifying same.

A Party shall provide a signed Estoppel Certificate to a requesting Party (or Mortgagee) within thirty (30) days after receipt of a request made in accordance with the notice procedures of Section 13.2. If such Party fails to respond to such request within thirty (30) days, then the requesting Party may send a second request to such Party, except that, in the case of a request made by Developer to the City, the notice shall be sent via all of the following means unless the City has formally acknowledged receipt of the prior notice: (i) personally delivered as provided in Section 13.2; (ii) mailed as provided in Section 13.2; and (iii) as a courtesy but not a formal means of notice, sent to any known City email address of the City's Planning Manager and Community Development Director and any known professional email address of the City Attorney. Such notice shall not be deemed received until both the personal delivery and the mailing have been deemed received according to the provisions of Section 13.2. In the event either Party fails to respond to the requesting Party's second request within twenty (20) days after receipt of such second request, the Estoppel Certificate shall be deemed approved by such Party.

City Manager may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees.

13.4 Project as a Private Undertaking. It is specifically understood and agreed by the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect, and that each Party is an independent contracting entity with respect to this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of property owned by a private party. City agrees that by its approval of, and entering into, this Agreement that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement, including but not limited to Developer's obligation to provide the public improvements set forth herein.

13.5 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

13.6 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter of this Agreement. No testimony or evidence

of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

13.7 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement.

13.8 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

13.9 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, or based on any allegation or assertion in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable, except that nothing in this Section 13.9 shall affect the Parties' rights or remedies related to any Default or breach of the Agreement.

13.10 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, tornados, hurricanes, floods, wars, terrorism, riots or similar hostilities, strikes, and other labor difficulties beyond the Party's control, government regulations, supply chain interruptions, excessive tariffs, pandemics, government-ordered quarantine, court actions (such as restraining orders or injunctions), or other causes beyond the Party's reasonable control ("**Force Majeure**"). If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of the impacts on the Project of each such event, as set forth in Section 2.6.

13.11 Waiver. All waivers of performance must be in a writing signed by the Party granting the waiver. Failure by a Party to insist upon the strict performance of any provision of this Agreement shall not be a waiver of future performance of the same or any other provision of this Agreement.

13.12 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

13.13 Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with California law, with venue for any litigation concerning this Agreement in Los Angeles, California.

13.14 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the

parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

13.15 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

13.16 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend litigation against the other Party, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and, in addition, a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

13.17 Recitals. The Recitals in this Agreement constitute part of this Agreement, and each Party shall be entitled to rely on the truth and accuracy of each Recital as an inducement to enter into this Agreement.

13.18 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each Party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying Party to pay any commission or finder's fee.

13.19 Joint and Several Liability. In the event that Developer should enter into an Assignment of this Agreement, Developer shall bear ultimate responsibility for all obligations, conditions, and restrictions set forth under this Agreement, it being understood that both Developer and any Transferee shall be jointly and severally liable, until the Assignment has been legally consummated and Developer has provided notice of the Assignment to City and/or the Director and otherwise complied with all applicable provisions of Article 11 of this Agreement (including receiving any and all required City approvals (including any deemed approvals)), after which time only the Transferee shall be liable, and Developer shall thereafter automatically be released from all obligations under this Agreement assumed by such Transferee. While there may be joint and several liability hereunder between a Developer and its Transferee for

Developer's activities related to the Developer's leasehold portion of the Property, to assist with financing the Project, there shall be no joint and several liability or cross-defaults among the Developers for the activities of one Developer on its leasehold portion of the Property to another Developer's leasehold portion of the Property. By way of example, if Gabriel I were to breach the DA or receive a Default Notice with respect to Gabriel I's leasehold area, no joint and several liability would flow to Gabriel II, Gabriel III, or Gabriel IV or its leasehold interests.

13.20 Compliance with Laws. Developer must comply with all applicable federal, state and local laws and regulations, including the IMC.

13.21 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code §§ 1091 or 1091.5. Developer warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Developer further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Developer is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect. Nothing herein shall prevent Developer from providing lawful election donations, subject to compliance with Government Code § 84308 and other applicable law.

13.22 Counterparts. This Agreement may be executed by the Parties in counterparts, which together shall have the same effect as if each of the Parties had executed the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first set forth above.

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____

Larry G. Burrola, Mayor

ATTEST

_____

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

_____

Adrian R. Guerra, City Attorney

DEVELOPER:

San Gabriel Project I LLC,
a Delaware limited liability company

By:_____
Name:
Title:

San Gabriel Project II LLC,
a Delaware limited liability company

By:_____
Name:
Title:

San Gabriel Project III LLC,
a Delaware limited liability company

By:_____
Name:
Title:

San Gabriel Project IV LLC,
a Delaware limited liability company

By:_____
Name:
Title:

DEVELOPER SHALL PROVIDE CITY WITH COPIES OF APPROPRIATE DOCUMENTS EVIDENCING AUTHORITY OF SIGNATORIES TO EXECUTE AND BIND DEVELOPER. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

ACKNOWLEDGEMENT

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.

Signature _____

ACKNOWLEDGEMENT

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 names(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.

Signature _____

ACKNOWLEDGEMENT

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.

Signature _____

ACKNOWLEDGEMENT

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 names(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.

Signature _____

ACKNOWLEDGEMENT

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.

Signature _____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Los Angeles, State of California, and is described as follows:

Proposed Lot 2, as shown on Lot Line Adjustment LLA no. 01-2022, as evidenced by document recorded May 1, 2023 as Instrument No. 2023-0279463 of Official Records, being more particularly described as follows:

That portion of the remainder parcel of PARCEL MAP NO. 17598, in the City of Irwindale, County of Los Angeles, State of California, filed in Book 186, Pages 79 through 82 inclusive of Parcel Maps, in the Office of the Recorder for said County, described as follows:

Beginning at a point on the Southwesterly line of said remainder parcel (also the Northeasterly right of way line of Live Oak avenue, 50.00 foot Northeasterly half-width at this point), South 66°45'07" East, 102.96 feet thereon from that certain Westerly corner of said remainder parcel at the intersection of the Westerly line of said remainder parcel with said Northeasterly right of way line; thence leaving said Northeasterly right of way line of Live Oak avenue, North 16°48'16" East, 966.45 feet; thence South 45°34'00" East, 1201.44 feet, to the beginning of a non-tangent curve concave Northwesterly, having a radius of 1370.00 feet, a radial line through the beginning of said curve bearing South 44°47'53" East;

Thence Southwesterly along said curve through a central angle of 08°53'53" an arc distance of 212.76 feet; thence tangent to said curve, South 54°06'00" West, 53.27 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 1370.00 feet; thence Southwesterly along said curve, through a central angle of 07°02'28" an arc distance of 168.36 feet to the beginning compound curve, concave Northerly, having a radius of 50.00 feet, a radial line through the beginning of said 50.00 foot radius curve bearing South 28°51'32" East;

Thence Westerly along said 50.00 foot radius curve, through a central angle of 20°38'55" an arc distance of 18.02 feet; thence tangent to said curve, South 81°47'23" West, 122.07 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 50.00 feet; thence Southwesterly along said curve, through a central angle of 58°32'30" an arc distance of 51.09 feet; thence tangent to said curve, South 23°14'53 West, 2.88 feet to a line parallel with and 30.00 feet Northeasterly of said Northeasterly right of way line of live Oak Avenue;

Thence along said parallel line, North 66°45'07" West, 80.00 feet; thence South 23°14'53" West, 30.00 feet to said Northeasterly right of way line of live oak avenue; thence along said Northeasterly right of way line, North 66°45'07" West, 573.56 to the true Point of Beginning.

EXHIBIT "B"

DEPICTION OF PROPERTY

EXHIBIT "C"

DETAIL OF GEN-TIE LINE ROUTE AND NUMBER AND HEIGHT OF ASSOCIATED TRANSMISSION POLES

(*See Attached*)

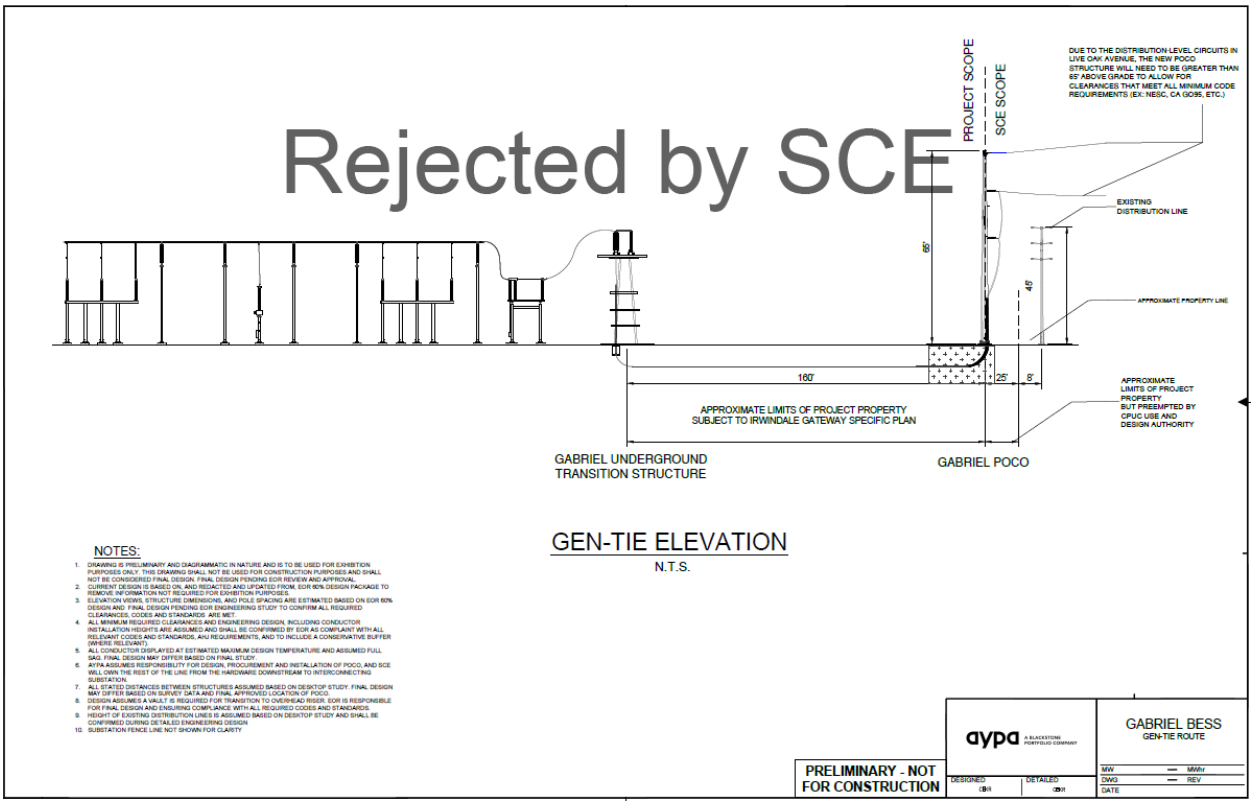


EXHIBIT "D"

INTENTIONALLY OMITTED

EXHIBIT "E"

INTENTIONALLY OMITTED

EXHIBIT "F"

Form of Parent Guaranty

GUARANTY

This Guaranty ("**Guaranty**"), effective as of [●], 2025, by Aypa Power Development LLC, a Delaware limited liability company ("**Guarantor**"), to and for the benefit of the City of Irwindale, a California municipal corporation ("**Beneficiary**") (each of Guarantor and Beneficiary are referred to as a "**Party**" and, collectively, the "**Parties**"). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Development Agreement (defined below).

W I T N E S S E T H:

WHEREAS, San Gabriel Project I LLC, a Delaware limited liability company ("**Gabriel I**"), San Gabriel Project II LLC, a Delaware limited liability company ("**Gabriel II**"), San Gabriel Project III LLC, a Delaware limited liability company ("**Gabriel III**"), and San Gabriel Project IV LLC, a Delaware limited liability company ("**Gabriel IV**") (Gabriel I, Gabriel II, Gabriel III, and Gabriel IV, together with their subsidiaries, successors and assigns, collectively hereinafter "**Developer**") and Beneficiary have entered into that certain Development Agreement No. 01-2025, dated as of the date hereof, regarding Developer's Project (as such agreement may be amended, modified or supplemented from time to time, the "**Development Agreement**");

WHEREAS, upon the terms and subject to the conditions in the Development Agreement, Developer has agreed to provide certain public benefits, or funds therefor, to the Beneficiary and its residents, and Beneficiary has agreed to provide certain assurances to Developer with respect to the Project;

WHEREAS, Developer entities are indirect subsidiaries of Guarantor; and

WHEREAS, the Development Agreement contemplates that this Guaranty be executed and delivered by Guarantor.

NOW THEREFORE, as an inducement to the Beneficiary to enter into the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor covenants to Beneficiary as follows:

1. Guaranty. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees, on the terms and subject to the conditions hereof, as primary obligor and not merely as surety to the Beneficiary, the full and timely payment when due and payable of all amounts payable by Developer to the Beneficiary and performance of all covenants and obligations of Developer under the Development Agreement (such obligations of Developer, the "**Obligations**"). Notwithstanding the foregoing or any other provisions of this Guaranty to the contrary, (i) this Guaranty shall not modify the Obligations under the Development Agreement and (ii) Guarantor's aggregate monetary liability under this Guaranty shall not exceed the aggregate amount of monetary Obligations set forth in the Development Agreement (the "**Capped Guaranty Amount**").

2. Covenants of Guarantor. This Guaranty is a guarantee of payment and not of collection. Guarantor covenants to the Beneficiary that, if at any time Developer should default in the payment when due and payable of any of the Obligations, Guarantor shall, following receipt of written notice from the

Beneficiary and within the grace period in Section 3 hereof, pay in Developer's stead, or cause the payment of, such Obligations without the Beneficiary having to make prior demand on Developer.

3. Payments. If at any time Developer fails, neglects or refuses to timely or fully pay an Obligation when due and owing, upon receipt of written notice from Beneficiary specifying the failure, neglect or refusal, Guarantor shall promptly, but in any event within ten (10) Business Days after receipt by Guarantor from the Beneficiary of such written demand for such payment, pay all such Obligations in full up to the Capped Guaranty Amount. All payments by Guarantor to Beneficiary shall be made in United States Dollars from available funds.

4. Costs of Enforcement. Guarantor agrees to pay upon receipt of written demand made by the Beneficiary all reasonable and documented costs, expenses, and fees, including all reasonable out-of-pocket attorney's fees, actually incurred by the Beneficiary in enforcing this Guaranty, except to the extent that the Beneficiary agrees, or a final judgment of a court of competent jurisdiction or an arbitral award determines, that Guarantor is not liable for the Obligations sought in such enforcement of this Guaranty.

5. Guaranty Absolute. Except as otherwise provided herein, the obligations of Guarantor under this Guaranty shall be irrevocable, absolute, continuing and unconditional, and shall remain in full force and effect until such time as set forth in Section 11 hereof; *provided* that, notwithstanding anything in this Guaranty to the contrary, Guarantor expressly reserves to itself all rights, limitations of liability, exclusions, setoffs, counterclaims, and defenses to which Developer is or may be entitled under the Development Agreement, other than defenses arising from (a) the insolvency, reorganization, bankruptcy, or dissolution of Developer, (b) the lack of power or authority of Developer to enter into or to perform its obligations under the Development Agreement, or (c) the lack of enforceability of the Development Agreement. Without limiting the foregoing, the enforceability of this Guaranty shall not, until such time as set forth in Section 11 hereof, be affected, modified, impaired, discharged or prejudiced by (x) any other security now or hereafter held by the Beneficiary as security for the Obligations or (y) the happening from time to time of any one or more of the following whether or not with notice to or consent of the Developer (except to the extent that Developer's consent may be required to effectuate a modification of the Development Agreement) or Guarantor:

(a) the compromise, settlement, release, change, modification, or termination of any of the Obligations;

(b) the waiver, modification, or amendment (whether material or otherwise) of the Development Agreement (in each case, to the extent effected in accordance with the terms of the Development Agreement and other than amendments to the Obligations) or any extension of the time of payment of any Obligation;

(c) the failure, omission, delay or lack on the part of the Beneficiary to enforce, pursue, ascertain, or exercise any right, power, or remedy under or pursuant to the terms of the Development Agreement or this Guaranty;

(d) the fact that Guarantor may at any time in the future dispose of all or any part of its interest in Developer, or otherwise alter its investment in Developer in any manner;

(e) the bankruptcy, insolvency, winding up, dissolution, liquidation, administration, reorganization, or other similar or dissimilar failure or financial disability of Developer or Guarantor or any legal limitation, disability, incapacity or other circumstances relating to Developer or Guarantor;

(f) the addition, substitution, or partial or entire release of any other guarantor, maker, or other party (including Developer) primarily or secondarily liable or responsible for the payment or observance of any of the Obligations or any extension, waiver or amendment or anything whatsoever which may release a guarantor (other than payment in full);

(g) any defense arising by reason of the invalidity, nonbinding effect, or unenforceability (other than as a result of any breach by the Beneficiary of any of its obligations under the Development Agreement) of any of the Obligations or by reason of the incapacity, lack of authority, or, except as expressly provided herein, other defense of Developer; or

(h) the taking, variation, renewal, addition, substitution, subordination, or partial or entire release of any security for the payment or observance of any of the Obligations or the enforcement or neglect to perfect or enforce any such security.

6. Waiver of Subrogation. Guarantor irrevocably and absolutely waives any and all right of subrogation, contribution, indemnification, reimbursement, repayment or similar rights against Developer or any other person with respect to this Guaranty until the payment or satisfaction of the Obligations in full, it being the intention of the Parties that Guarantor shall not be deemed to be a "**creditor**" (as defined in Section 101 of the U.S. Bankruptcy Code (the "**Bankruptcy Code**") or any other applicable law) of Developer by reason of the existence of this Guaranty in the event that Developer becomes a debtor in any proceeding under the Bankruptcy Code or any other applicable law. In addition, Guarantor will not exercise any rights which it may acquire by way of subrogation under this Guaranty by any payment made hereunder or otherwise, until all of the Obligations of Developer to the Beneficiary under the DEVELOPMENT AGREEMENT shall have indefeasibly been paid or satisfied in full.

7. Continuing Guaranty. This Guaranty is a continuing guarantee, and shall apply to all Obligations when due. Each and every default or failure by Developer in making a payment set forth in the Development Agreement with respect to any of the Obligations shall give rise to a separate cause of action hereunder and a separate suit may be brought hereunder as each liability or cause of action arises. Subject to the provisions of this Guaranty, the Beneficiary shall have the right, in its sole judgment and discretion, from time to time, to make demand for payment and to proceed against Guarantor for recovery of the total of any and all amounts then due to the Beneficiary pursuant to this Guaranty and the Development Agreement as and when the same are due under the terms hereof or thereof, or to proceed from time to time against Guarantor for such portion of any and all such amounts, as the Beneficiary may determine.

8. Bankruptcy.

(a) So long as any Obligations are owed to the Beneficiary by Developer, Guarantor shall not, without the prior written consent of the Beneficiary, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Developer. The obligations of Guarantor under this Guaranty shall not be altered, limited, or affected by any proceeding, voluntary or involuntary, involving the winding up, dissolution, administration, bankruptcy, reorganization, insolvency, receivership, liquidation, arrangement or similar proceeding of Developer, or by any defense which Developer may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Should the Development Agreement be disaffirmed by a trustee in bankruptcy for the Developer, Guarantor shall, at the option of the Beneficiary, make and enter into a new development agreement pursuant to which Guarantor shall pay or cause to be paid the balance of the Obligations.

9. Certain Waivers. Guarantor, except as expressly set forth in this Guaranty, hereby waives and relinquishes all rights and remedies accorded by applicable law to sureties or guarantors and, except as expressly set forth in this Guaranty, agrees not to assert or take advantage of any such rights or remedies, including:

(a) any right to require the Beneficiary to proceed against Developer or any other person or exhaust any security held by the Beneficiary before proceeding against Guarantor;

(b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or the failure of the Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy or any other similar proceeding) of any other person;

(c) except as expressly contemplated herein, demand, presentment, protest, and notice of any kind, including, without limitation, notice of the existence, creation, or incurring of any new or additional obligation or of any action or non-action on the part of Developer or the Beneficiary (other than a breach by either Beneficiary of any of its obligations under the Development Agreement or this Guaranty);

(d) any defense based upon an election of remedies by the Beneficiary that destroys or otherwise impairs the subrogation rights of Guarantor, the right of Guarantor to proceed against Developer for reimbursement, or both;

(e) any duty on the part of the Beneficiary to disclose to Guarantor any facts the Beneficiary may now or hereafter know about Developer regardless of whether the Beneficiary has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, or has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that Guarantor is fully responsible for being and keeping informed of the financial condition of Developer, and of all circumstances bearing on the risk of non-payment of any Obligations hereby guaranteed;

(f) any requirement of diligence or promptness on the part of the Beneficiary or that the Beneficiary exhausts any right or takes any action against Developer, any collateral security or any other guarantor or surety;

(g) any defense arising because of the Beneficiary's election, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code;

(h) any defense based upon any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code;

(i) any and all defenses related to the restructuring, merger, termination or other change of the corporate structure of Guarantor or its Affiliates; and

(j) any other defense, contingency, circumstance or matter which might constitute a legal or equitable discharge of a surety or guarantor (other than a suit or action to which the Beneficiary is a party or by which the Beneficiary is bound concerning the scope of the Obligations or concerning the provisions of this Guaranty).

10. Representations and Warranties. Guarantor represents and warrants to the Beneficiary that, as of the date of this Guaranty:

(a) Guarantor is a limited liability company validly existing, authorized to do business and in good standing under the laws of the State of Delaware;

(b) Guarantor has the requisite limited liability company, organizational, or other power and authority to own its property and assets, transact business in which it is engaged and to enter into this Guaranty and carry out its obligations hereunder;

(c) the execution and delivery of this Guaranty and its performance have been duly authorized by all necessary limited liability company action on the part of Guarantor;

(d) this Guaranty is the legal, valid, and binding obligation of Guarantor, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by general equitable principles;

(e) the execution, delivery, and performance of this Guaranty will not violate any law or any provision of any security issued by Guarantor or of any agreement to which Guarantor is a party or by which it or any of its property is bound, and does not require any license, consent, or approval of any governmental authority; and

(f) no litigation, investigation, or proceeding of or before any arbitrator or governmental authority is pending or, to Guarantor's knowledge, threatened against Guarantor that could reasonably be expected to affect in an adverse manner, impair or diminish the validity or enforceability of this Guaranty.

11. Termination; Reinstatement of Guaranty.

(a) Subject to the provisions of Section 11(b) (which shall survive termination of this Guaranty), this Guaranty shall terminate upon (i) the payment of the DA Payment, and (ii) initial posting of the financial assurance or security, payable to the City, as required by the BESS Ordinance and set forth in Section 3.4 of the Development Agreement to ensure safe decommissioning of the Project[1], provided, that this Guaranty shall survive any termination pursuant to Section 11(a)(ii) solely with respect to any claims made by Beneficiary under this Guaranty prior to such termination, subject to Section 11(b) below.

(b) Notwithstanding the provisions of Section 11(a), this Guaranty shall continue to be effective or be reinstated, as the case may be, if (i) the financial assurance or security, payable to the City, as required by the BESS Ordinance and set forth in Section 3.4 of the Development Agreement is not maintained as provided for in the BESS Ordinance or (ii) any payment by Guarantor under this Guaranty or the Development Agreement or pursuant hereto or thereto is rescinded or must otherwise be or is returned by Beneficiary upon the insolvency, bankruptcy, reorganization, dissolution or liquidation of Developer or Guarantor, all as though such payment had not been made. Such period of continued effectiveness or reinstatement, as the case may be, shall continue until satisfaction of the conditions contained in, and shall continue to be subject to, the provisions of this Section 11.

12. Benefit of Guaranty. This Guaranty shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns; provided that Guarantor may not make any assignment of this Guaranty unless it has obtained the prior written consent of the Beneficiary. No person shall be a third-party beneficiary of this Guaranty.

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13. Notices. All notices or other communications under or respecting this Guaranty shall be in writing signed by the Party giving such notice and shall be sent by facsimile or other electronic transmission, hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party at the address set forth below; provided, that to be effective any such notice sent originally by facsimile must be followed within two (2) Business Days by a copy of such notice sent by overnight courier service:

If to Guarantor:

Aypa Power Development LLC
11801 Domain Blvd., Suite 525
Austin, TX 78758
Attention: CAISO Development
Email: GabrielBESS@aypa.com

with a copy (which shall not constitute notice) to:

Aypa Power Development LLC
11801 Domain Blvd., Suite 525
Austin, TX 78758
Attention: General Counsel
Email: legal@aypa.com
If to the Beneficiary:

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attn: City Manager
With copy to:
Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Adrian Guerra, City Attorney

Each party shall have the right to change the place to which notices shall be sent or delivered or to specify one (1) additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other party. Without limiting any other means by which a Party may be able to prove that a notice has been received by another party, all notices and communications shall be deemed to have been duly given: (i) at the time delivered by hand, if personally delivered, (ii) five (5) Business Days after being deposited in the mail, postage prepaid, if mailed by first class certified mail, receipt requested, (iii) when received, if sent by facsimile or other electronic transmission, if received prior to 5 p.m., recipient's time, on a Business Day, or on the next Business Day, if received later than 5 p.m., recipient's time, and (iv) on the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery. In any case hereunder in which a party is required or permitted to respond to a notice from another party within a specified period, such period shall run from the date on which the notice was deemed duly given as above provided, and the response shall be considered to be timely given if given as above provided by the last day of the period provided for such response.

14. Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with California law, with venue for any litigation concerning this Agreement in Los Angeles, California.

15. Severability. Any invalid or unenforceable provisions in this Guaranty shall be deemed severed here from, and such whole or partial invalidity shall not affect the enforceability or validity of the balance of this Guaranty.

16. Waiver; Amendment. Any term or condition of this Guaranty may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition and delivered pursuant to Section 13. No waiver by either Party of any term or condition of this Guaranty, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Guaranty on any future occasion. All remedies, either under this Guaranty or by law or otherwise afforded, will be cumulative and not alternative. Any failure of a Party to enforce any of the provisions of this Guaranty or to require compliance with any of its terms at any time during the pendency of this Guaranty shall in no way affect the validity of this Guaranty, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. This Guaranty may not be amended, supplemented, waived, or modified except by an instrument in writing signed by each Party.

17. Entire Agreement. This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

18. Headings. The headings of this Guaranty are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

19. Counterparts. This Guaranty may be executed and delivered in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Guaranty may be delivered by electronic transmission, including as a .pdf file.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the date first above written.

GUARANTOR:

Aypa Power Development LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signature Page to Guaranty]

ACCEPTED BY THE BENEFICIARY: The Beneficiary acknowledges and accepts the above Guaranty as of the date first above written.

BENEFICIARY:

CITY OF IRWINDALE,
a California municipal corporation

_____
Larry G. Burrola, Mayor

ATTEST

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

RESOLUTION NO. 2025-107-3695

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT THE ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT, APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2025 FOR THE CONSTRUCTION OF A 400-MEGAWATT (MW) BATTERY ENERGY STORAGE SYSTEM (BESS), INCLUDING A 1,200 SQUARE FOOT OPERATIONS AND MAINTENANCE BUILDING, ONSITE COLLECTOR SUBSTATION, OVERHEAD ELECTRICAL TIE-LINE AND POINT OF CHANGE OF OWNERSHIP (POCO) POLE FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APN: 8532-002-046) IN THE IRWINDALE GATEWAY SPECIFIC PLAN (IGSP) SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

WHEREAS, San Gabriel Project I, LLC, San Gabriel Project II, LLC, San Gabriel Project III, LLC, San Gabriel Project IV, LLC (c/o Sam Holing), collectively as the Applicant, has made the following request for the construction of a 400 MW BESS, equipment, buildings, and structures for property located at 13620 Live Oak Lane – APN: 8532-002-046. (This Site Plan and Design Review (DA) is being processed concurrently with Development Agreement No. 01-2025 and Zone Variance No. 01-2025); and

WHEREAS, the proposed application will allow for the construction of a BESS facility to be developed in accordance with the Irwindale Gateway Specific Plan and Chapter 17.40 “Battery Energy Storage Systems” in the Irwindale Municipal Code (IMC).

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Battery Energy Storage System (BESS) was fully analyzed in the Environmental Impact Report for the Irwindale Gateway Specific Plan (SCH No. 2023020290), City’s General Plan and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the proposed BESS project.

WHEREAS, on November 14, 2024, the Planning Commission conducted a duly noticed Special public hearing on the Irwindale Gateway Specific Plan and corresponding Zone Ordinance Amendment No. 02-2023, at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing; and

WHEREAS, on January 22, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony, and directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to remove all references to Battery Energy Storage Systems (BESS), and put on the February 26, 2025 Consent Calendar; and on February 26, 2025, the City Council directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to restore all references to Battery Energy Storage Systems (BESS), and put on the March 12, 2025 Consent Calendar; and

WHEREAS, on March 12, 2025, the City Council adopted the revised Resolutions, Ordinances and Specific Plan document; and

WHEREAS, on October 29, 2025, the Planning Commission conducted a duly noticed Special public hearing on the proposed BESS project, at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from Staff, the City Attorney's Office, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing and recommended that the City Council approve the SP&DR(DA); and

WHEREAS, on November 24, 2025, the City Council conducted a duly noticed Special public hearing on the proposed BESS project, at which time, the City Council opened the public hearing, took testimony on the Application, at which time they received input from Staff, the City Attorney's Office, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing and approved the SP&DR(DA); and

WHEREAS, this Site Plan and Design Review (DA) is being processed concurrently with Development Agreement No. 01-2025 and Zone Variance No. 01-2025); and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "A," this City Council hereby specifically finds as follows:

Before any Site Plan and Design Review is approved, the Applicant must ensure that new development supports the goals and objectives of the General Plan and other adopted plans and guidelines. The specific purposes of the Site Plan and Design Review process are to:

A. Promote excellence in site planning and design and the harmonious appearance of buildings and sites.

The proposed 1,200 square foot building was designed in accordance with Section 7.4 “Architecture” which incorporates design elements mirrored throughout the City and the established Commercial and Industrial Design Guidelines. The small building has a multi-color palette, arched windows, projecting window surrounds, covered entry, and a decorative cornice. The proposed perimeter walls and not only provide security and restrict site access, they are also blast rated and provide the backdrop to new landscaping, including trees, shrubs, and groundcover.

B. Ensure that new and modified uses and development will be compatible with the existing and potential development of the surrounding area.

The proposed layout of the BESS facility, including all ancillary equipment and structures, roadways, onsite signage, setbacks, and landscape meet or exceed the minimum requirements required in the specific plan. The surrounding areas are primarily industrial uses, including concrete batch plants and other outdoor uses. The proposed development will have a new 1,200 square foot building that is consistent with the architectural styles throughout the City. The BESS containers will be state of the art and will not exceed the maximum height of 12’-0”. The facility is also directly adjacent to high tension SCE towers lines that are a part of the power transmission corridor. The entire Planning Area was designed as a cohesive plan and any future development will be consistent in architectural style and compatibility of uses.

C. Supplement other City regulations and standards to ensure control of aspects of site planning and design that are not otherwise addressed.

The project is governed by the IGSP and any requirements not addressed therein would be subject to the IMC, specifically Chapter 17.40 “Battery Energy Storage Systems (BESS).” Section 9.4 “Site Plan and Design Review) also states that all development within the Development Area (Plan Area) shall be subject to Site Plan and Design Review, as set forth in Chapter 17.27 “Site Plan and Design Review.”

3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Battery Energy Storage System (BESS) was fully analyzed in the Environmental Impact Report for the Irwindale Gateway Specific Plan

(SCH No. 2023020290), City's General Plan and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the proposed BESS project. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approve the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

3. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of November 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-107-3695 was adopted at a regular meeting of the Irwindale City Council held on the 24th day of November 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit:
A. Conditions of Approval

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2025-107-3695

Site Plan and Design Review (DA) No. 03-2025
Rosebowl Project, LLC
13620 Live Oak Lane – Gabriel BESS

A. GENERAL

1. The use and development authorized by this Site Plan and Design Review (DA), allow for the construction of a 400-MW BESS facility and all associated equipment, buildings, and structures.

2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.

3. The Applicant shall agree and consent, in writing, to each and every condition set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan and Design Review (DA).

4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department for the speculative building, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body to Site Plan and Design Review Permit No. 03-2025, including the environmental review and approvals therefore. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these

conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of all graffiti found on-site within 48 hours of its application.

9. The premises will be secured with appropriate security lighting in accordance with Section 7.7 “Lighting” in the IGSP. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

10. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale IGSP zoning standards and regulations through the Business License and Zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The use and improvements authorized by this Site Plan and Design Review (DA), shall conform to the plans as finally approved by the City (dated October 29, 2025) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the final approving body (City Council) pursuant to the amendment of the Site Plan and Design Review Permit.

2. Applicant shall prepare and submit a Decommissioning Plan prior to issuance of Certificate of Occupancy.

3. This project shall be subject to the City of Irwindale’s utility tax.

4. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible.
5. Landscape and irrigation plans shall be prepared by a licensed landscape architect and are subject to the approval of the Community Development Director and the City Engineer. Landscape plans shall be consistent with the Commercial and Industrial Design Guidelines and the Specific Plan. Vision clearance shall be maintained at all vehicle entrances and exits.

6. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."

7. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

8. All landscaped planters shall be surrounded by a six (6) inch horizontal concrete curb.

9. The following invasive plants shall not be used in landscaping:

    - *Carpobrotus edulis* (ice plant)
    - *Hedera helix, H. Hibernica, H. caneriensis* (English ivy, Irish ivy, Algerian ivy
    - *Vinca Major* (periwinkle)
    - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
    - *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
    - *Retama monosperma, Genista monspessulana, Cytisus striatus,Cytisus scoparius,* and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
    - *Acacia Cyclops* (acacia or western coastal wattle)
    - *Myoporum laetum* (myoporum)
    - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
    - *Schinus terevinthifolius* (Brazilian pepper)
    - *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

10. A minimum of 10% (±69,434 square feet) of the total lot area shall be landscaped.

11. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.

12. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.

13. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs as allowed.

14. Any masonry walls and gates shall be decorative consistent with the design criteria set forth in the Specific Plan. The design of the walls and gates shall be subject to the review and approval of the Community Development Department.

15. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be covered and built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

16. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

17. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

18. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for parking lot and building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas.

19. Applicant shall obtain approval from the Community Development Director or their designee for a comprehensive sign program for all project signs prior to construction or installation of any signs on the project site.

20. The Applicant shall comply with the provisions of Irwindale Municipal Code Chapter 17.66, "Trip Reduction and Travel Demand Measures." All required trip reduction and travel demand measures applicable to the project pursuant to Chapter 17.66 shall be indicated on plans at the time of plan check.

21. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.

[1] Photovoltaic equipment is exempt from this requirement.

22. A temporary chain link fence with green screening, or acoustical fencing assembly shall be installed and maintained around the perimeter of the site during construction.

23. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

24. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

25. Applicant/developer shall post “No Overnight/Unauthorized Parking” signs on the property prior to construction to prevent unauthorized parking on the site.

26. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 7:00 PM on each day, Monday thru Saturday. No construction activities of any kind shall be performed on Sundays or holidays without a permit per IMC Subsection 9.28.110(A).

27. All construction related activity shall comply with the noise standards as set forth in IMC Section 9.28.030.

28. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

29. To the extent feasible, Applicant shall participate in Southern California Edison’s “Savings by Design” program.

30. Development shall adhere to all Mitigation Measures identified in the adopted Mitigation Monitoring and Reporting Program (MMRP), made a part of the Final Environmental Impact Report (SCH# 2023020290) associated with the project in compliance with the California Environmental Quality Act (CEQA).

31. Cultural Resources. If a potential Native American resource is uncovered during ground disturbance activities, the Applicant shall halt work in the immediate area of the find, promptly inform the Community Development Department of the suspected presence of that Native American resource, cease earth-disturbing activities in proximity thereto, and retain a qualified professional archaeologist and a culturally-affiliated Native American monitor acceptable to the City for the

purpose of examining the potential Native American resource in order to determine whether it is a “tribal cultural resource” as defined in Section 21074(a) of the Public Resources Code (PRC) and/or a “unique cultural resource” as defined in Section 21083.2(g) of the PRC. No additional ground disturbance activities shall occur in the immediate location of the potential Native American resource until all information recovery has been completed, a report filed with the City, and that report made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the project area.

32. Any future private street/drive shall be subject to City review and approval. Applicant shall be responsible for the design and installation of all required off-site signage related to Irwindale Gateway Specific Plan development.

C. FIRE DEPARTMENT

1. Alternative Materials or Methods Review (AMMR). Before any permit is issued, besides those allowed by the building department to be at risk, the applicant shall submit and obtain approval from LACoFD of all facility and equipment plans subject to LACoFD authority. These plans shall include but not be limited to any necessary requests for variance(s) from the default prescriptive requirements of the Los Angeles County Fire Code [i.e., requests to “use an alternate material, assembly of materials, equipment, method of construction, method of installation of equipment or means of protection” from that which is prescribed by the codes and standards to be the default requirement (2023 LACFC § 104.10)]. Said approvals from the LACoFD shall be obtained from the County of Los Angeles Fire Department, specifically the Engineering Section of the fire Prevention Division, and bear the signature of the County of Los Angeles Fire Marshal.

2. Explosion-Hazard Early Warning Detection and Notification.
   Where the chemistry or design of the ESS, or battery ESS (BESS, or electrochemical ESS), is capable, during normal or failure modes, of creating an explosive atmosphere of consequence within the airspace of its battery compartment, room, or other enclosure (whether a full-volume or partial-volume explosive atmosphere):
   a. Early warning detection and notification via a fire-alarm system compliant with the Los Angeles County Fire Code and the NFPA-72 standard shall be designed with detection inside each battery compartment to effectively provide advanced warning of any accumulation towards an explosive limit of flammable/explosive gases, in accordance with the Los Angeles County Fire Code.
   b. These detection devices shall be addressable.
   c. Automatic notification serving potential impact areas via on-site sets of horns, beacons (red or orange), and signs, shall be provided as determined by LACoFD.

d. Automatic notification by the fire-alarm system shall be made to 9-1-1 as determined by LACoFD.
e. On-site identification of the particular enclosure(s) in alarm shall be achieved via horn-strobe notification device(s).
f. Gas detection systems, including any that are used to initiate an explosion-control system, shall comply with the requirements of NFPA 72 and be supervised by the fire-alarm system.

3. Explosion-Hazard Shielding.
The maximum-potential explosion-hazard consequences, including pressure-wave generation and projectile/shrapnel impact, for a battery-failure gas-accumulation scenario not less-severe than the scenario defined by the Los Angeles County Fire Department (LACoFD), shall be established by a qualified third party and subject to approval by the LACoFD.
a. Based on the maximum-potential explosion-hazard results, an explosion-shielding wall that is engineered to provide protection from one such maximum-potential explosion occurrence, for the closest BESS enclosure thereto, for each BESS enclosure to be installed, shall be provided:
    i. Around the entire BESS-installation perimeter of the BESS installation(s) or BESS field as a whole, to protect persons outside the facility; and
    ii. As a shield for four persons operating at each required first-responder/fire-command station for these installations.
b. The height of these perimeter walls shall a minimum height of 10 feet or exceed the height of the BESS enclosures by at least 18 inches, and shall in no case be less than any minimum height requirement set therefor by the jurisdictional planning agency.
c. Install a vehicular gate for fire apparatus access within the northeast wall, as indicated in the highlighted area, providing an emergency vehicle access route to the adjacent parcel. The vehicular gate shall provide a minimum unobstructed width of 26 feet or greater to accommodate for the fire apparatus turning radii and maneuvering ability to adjoining fire lanes. This gate shall be identified as Emergency Vehicle Access, meeting the design criteria as any other gates, and remain locked with an approved Fire Department locking device.
d. Fire apparatus access road gates through the wall shall be compliant with the Los Angeles County Fire Code, including Section 503 thereof and provide sufficient protection.

4. Site Layout of BESS Units.
In accordance with the Fire Code, separation distances between BESS units, enclosures, and groups of BESS units/enclosures, and setback distances from sensitive exposures called out by the Fire Code (e.g., combustibles, hazardous materials), shall be validated by large-scale fire testing or modeling, as specified

and approved by LACoFD. This may effectively reduce the number of and position of BESS units permitted to be installed on site.

5. Fire-Apparatus Access.
    a. Two points of fire-apparatus access to the BESS installation, remotely located from one another.
    b. Fire-apparatus access that leads directly and immediately from outside the BESS facility to each required first-responder/fire-command station shall be provided.
    c. Fire-apparatus access roads shall be provided to achieve fire-apparatus access to within 150 feet of all portions of the facility and all portions of the exterior walls, at grade, of the buildings and BESS enclosures.
    d. The on-site fire-apparatus access roadways and fire lanes shall maintain a minimum unobstructed width of 26 feet, clear to the sky, maintain a 32-foot centerline turning radius on all turns, and maintain all-weather driving capabilities, as approved by LACoFD, of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

6. Fire-Protection Water Supplies.
    a. Install 4 new public fire hydrants. The minimum required fire flow from the public fire hydrants on this BESS projects is 1,500 gpm at 20 psi residual pressure for 2 hours.
    b. Install 10 new on-site fire hydrants. For multiple private on-site fire hydrants, the required fire flow is 2,500 gpm at 20 psi residual pressure for 2 hours duration. Each individual on-site fire hydrant shall be capable of supplying a fire flow of 1,250 GPM at 20 psi residual pressure for 2 hours. The location of the required on-site fire hydrants have been located by LACoFD as part of the entitlement review process, see enclosed site plan, architectural/construction plans prior to issuance.
    c. Where fire-sprinkler systems are/or a private fire hydrant are provided or required, approval shall be required to be obtained from the LACoFDFire-Sprinkler Plan-Review Unit.

7. Site Security.
    Site security shall comply with Section 1207.4.9 of the LA County Fire Code but LACoFD advocates for enhanced security measures at these sites just like is standard practice at electrical substations, for several reasons (theft of wire, injury to intruder, terrorism, grid reliability, prevention of damage that might cause a failure event, fire, or explosion):
    1207.4.9 Security of installations: Rooms, areas and walk-in units in which electrochemical ESS are located shall be secured against unauthorized entry and safe-guarded in an approved manner. Security barriers, fences, landscaping and other enclosures shall not inhibit the required air flow to or exhaust from the electrochemical ESS and its components.

8. Emergency Response Signage.
Facility emergency-action and -response signage, and NFPA-704 hazard-classification placards, shall be provided in accordance with LACoFD determinations.

9. Emergency Response Plan (ERP).
   a. An Emergency Response Plan (ERP) shall be developed, and maintained and trained on by site personnel, for the life of the installation, in accordance with LACoFD determinations and direction.
   b. A qualified after-incident mitigation company shall be maintained on retainer at all times, maintained in the list of contacts in the ERP, disclosed to LACoFD and jurisdictional building department.

10. Inspection, Testing, and Maintenance (ITM).
The BESS installation and related equipment and systems shall be inspected, tested and maintained by the operator for the life of the installation, in accordance with the submittals and installation that were approved by LACoFD, as well as established ITM standards for these systems, installations, and equipment. In no case shall ITM be less restrictive than either the ITM standards nor the submittals and installation that were approved by LACoFD.

11. Repairs, Replacements, Decommissioning, and Disposal or Other Removal from Site.
BESS repairs, replacements, decommissioning, and disposal or other removal from site shall be in accordance with all federal, state, and local laws.

12. Cost Recovery.
Facility owners shall reimburse government emergency-services providers and site-cleanup providers for costs thereto for service provision made necessary by emergency incidents at their facility.

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be approved by the Director of Engineering.

2. Provide site plan with turning templates for WB-62 trucks, showing entry and exit movements at all driveways, as well as internal circulation through any private drive aisles and private roads.

3. Provide ALTA survey and title report for the parcel.

4. All existing and proposed easements must be shown on the site plan include all existing parcels and label all property lines.

5. Developer/Owner shall repave Live Oak Avenue, west-bound from curb to centerline, with a minimum of 1.5" of asphalt repaving; and repair any damaged or deficient curbs, gutters, and driveways as directed by the Director of Engineering. In addition, the Developer/Owner shall install meandering sidewalks (minimum 5 feet wide), landscaped parkways and street lighting along the project frontage, consistent with the requirements of the Irwindale Gateway Specific Plan

6. Live Oak Lane frontage shall be improved to City standards: 60' wide right-of-way, 40' curb-to-curb width, min. 5' sidewalks on both sides, curb & gutter, street lighting, fire hydrants, ADA driveways, etc., consistent with the requirements of the Irwindale Gateway Specific Plan. Live Oak Lane shall be dedicated to the City as a public street per RESOLUTION No. 2025-05-3593, which approves TPM No. 83854.

7. Developer/Owner shall install street lighting on Live Oak Avenue, and Live Oak Lane in accordance with City standards subject to the approval by the Director of Engineering.

8. All driveways shall be designed to provide ADA accessible walkways. Prior to issuance of Certificate of Occupancy, additional public right-of-way may be required to be dedicated to the City, in addition to the right-of-way specified in Resolution No. 2025-05-3593, which approves TPM No. 83854.

9. Truck ingress/egress shall be restricted to Live Oak Ave/Live Oak Lane.

TRAFFIC

10. All points of access to the proposed development all be reviewed and approved by the Director of Engineering. Proper signage shall be installed onsite or surrounding the project site to the satisfaction of the Director of Engineering.

11. Developer/Owner shall install a new traffic signal at the intersection of Live Oak Avenue and Live Oak Lane, and transfer ownership and maintenance responsibilities to the City, in accordance with Resolution No. 2025-05-3593 approving TPM No. 83854. Developer/Owner may choose to pay the City the actual construction cost to install this new traffic signal. A separate agreement for this item shall be executed prior to issuance of any building permits if the Developer/Owner chooses this alternative option.

UTILITIES

12. Developer/Owner shall pay for the entire cost for the design, engineering

construction and inspection of any upgrade to the water main and connections as required by the water service provider for the proposed development.

13. Storm drains, catch basins, connector pipes, and appurtenances for the site-specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the Director of Engineering's requirements. The owner/developer shall submit grading and drainage plans to the Director of Engineering for approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.

14. Detention Basin in Parcel 2 shall be constructed to handle Storm Water Runoff for Parcel 1 parcels per Resolution No. 2025-05-3593, which approves TPM No. 83854.

15. Developer/Owner shall submit an updated Hydrology/Hydraulic calculation report to properly size the Detention Basin and the required Pump Station (If applicable) as shown on the Resolution No. 2025-05-3593, which approves TPM No. 83854.

16. Developer/Owner shall install all onsite storm water infrastructures per City and Los Angeles County standards. Developer/Owners shall consider constructing the onsite storm water infrastructures improvement to serve the parcels created by the TPM No. 83854 through a Community Facilities District (CFD).

17. Developer/Owner shall obtain and pay all applicable fee for Storm Drain Connection Permit from Los Angeles County Flood Control District for connections to the existing storm drain system, if applicable.

18. Developer/Owner shall install sanitary sewer infrastructures, including lift stations, force mains, and other necessary sanitary sewer improvements, up to the point of connection at Live Oak Ave and Rivergrade Road, in accordance with City and Los Angeles County standards."

19. Developer/Owners shall consider constructing the onsite sanitary sewer improvement to serve the parcels created by the TPM No. 83854 through a Community Facilities District (CFD).

20. Developer/Owner shall dedicate a sanitary sewer maintenance easement to the City for the maintenance of the onsite sanitary sewer improvements, prior to the issuance of the Certificate of Occupancy if the Sewer is privately owned and maintained, then no easement is required.
21. Developer/Owner shall comply with all requirements of the City and County Sanitation District, make application for, and pay the sewer connection and maintenance fee.

22. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded as required by the Fire Department and/or the Director of Engineering.

23. Sanitary sewers shall be constructed in accordance with the current City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the Director of Engineering. A sewer study shall be submitted along with the sanitary sewer plans.

24. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water service provider to the City.

MISCELLANEOUS

25. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan (“SUSMP”), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges. Refer to the Hydrology Report of the Irwindale Gateway Specific Plan and the TPM No. 83854 for construction details of the two (2) drywells as specified for the Project.

26. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

27. Construction of other infrastructures may be required prior to issuance of Certificate of Occupancy.

BUILDING AND SAFETY

28. Building permits shall be obtained from the Building and Safety Division and all construction shall be in compliance with the current Irwindale Building Code.

29. Submit Complete Construction Documents include but not limited to Grading, Drainage, Soil Investigation, Architectural, Structural, Electrical, Mechanical, Plumbing, Landscaping…etc., shall be submitted to Irwindale Building & Safety Department for Plan check and Approval Process prior to any Permit Issuance. All Construction Documents shall be prepared by a California Licensed Engineer specialized on the submitted documents based on the current Codes adopted by City of Irwindale.

30. Building plans for non-residential construction must contain the following items prior to its submittal for plan check, additional items may be requested:
    - Site Plan: Lot size, locations and dimensions of properly lines, adjacent streets, setbacks from property lines, locations of other structures, easements, north arrow, scale, contours/drainage pattern
    - General Notes: Applicable codes, occupancy classification, type of construction, allowable area analysis, and occupant load analysis, plumbing fixture analysis, description of work, lot area, existing/proposed building area, material specifications.
    - Floor Plans: Walls, partitions, doors and window locations and schedule, existing and intended room uses. Floor plan must identify all existing and new construction for all affected floors.
    - Roof Plan: Roof drainage pattern, roofing material and slopes, locations of hips/valleys/ridges, eave overhang dimensions, attic vent locations, rooftop equipment locations.

- Disabled Access Requirements: Complete path of travel, parking spaces/loading areas, restroom facilities, ramps, curbs, counters, etc. All details must be cross- referenced on the plan.
- Exiting: Occupant load analysis, exit locations and door schedule, required number of exits, required exit separation, travel distance, common path of egress, required fire rated separations, etc.
- Exterior Elevations: Wall covering material, plate and building heights, window/door locations, roofing material and slopes, attic vent locations, finish grade lines, and veneers.
- Cross Sections: Full height and width, indicating framing, foundation, and insulation in at least two orthogonal directions.
- Soil Investigation Report: Complete Soil/Geotechnical Investigation Report.
- Grading & Drainage: Complete Grading and Drainage plans as required by Appendix J of the Current Irwindale Building Code
- Foundation Plan: Locations of all new footings, complete foundation details. All foundation plans, details, and notes shall be stamped and signed by the Geotechnical Consultant along with the design Engineer of record.
- Structural Plan: Complete Structural plans and details for all structural elements shall be included.
- Structural Analysis: Calculations shall be provided to substantiate the structural plans where new structural elements are proposed. The structural calculations shall address both gravity and lateral loads.
- Schedules: Doors and windows, exterior/interior finish.
- Manufactured Trusses: Truss profiles, layout plan, and calculations from the truss manufacturer. Details all truss connections to interior/exterior walls.
- Green Building: Requirements, details, and notations shall be included in the plans.
- Very High Fire Hazard Severity Zone: The proposed project is in VHFHSZ Fire Zone. Provide all applicable details and notations as required for this fire zone.
- Other: All plans & calculations shall conform to the current edition (at the time of submittal) of the City of Irwindale Building Code

31. Obtain any required environmental clearances from AQMD or other agencies if hazardous off-gassing is anticipated.

32. BESS development shall comply with all applicable Codes, not limited to CFC Chapter 12, NFPA 855, NFPA 70, CEC, LACBC

33. Equipment shall be listed and labeled in accordance with all or combination of the following standards:
    - UL 9540 – Energy Storage Systems
    - UL 9540A – Fire Propagation Testing
    - UL 1741 – Inverters and Controllers
    - UL 1973 – Battery Modules

34. Prior to the issuance of the Certificate of Occupancy, the Developer/Owner shall provide a commissioning report verifying functional testing of alarms, ventilation, suppression, and shutdown systems.

35. Grading, Drainage, Building and all other trade permits shall be obtained from Irwindale Building and Safety Division by a California licensed contractor(s). All construction shall be in compliance with the current Irwindale Building & Municipal Codes.

36. Other agencies' (Fire, Sanitation…etc.) approvals shall be required prior to any permit issuance. An agency referral sheet shall be provided to the applicant at the time of submittal to Building & Safety.

37. In the event of installation deviates from approved plans, Developer/Owner shall submit as-built drawings prepare by California licensed professional.

38. Prior to the issuance of Certificate of Occupancy, all conditions shall be verified and satisfied by Community Development Department and Public Works Engineering Department.

39. The Developer/Owner/Applicant shall be the sole responsible party for all required Plan Check and Permit fees, as well as any other agencies' fees.

E. PUBLIC SERVICES

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the walls). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.

2. Onsite trash enclosure areas shall have sufficient space for solid waste, recycling, and organic waste receptacles and shall be covered from the elements with a solid roof structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article
3. The owner and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the Director of Engineering and the Public Services Director.

4. The owner and/or applicant shall resurface the entire private road/alley and any roadway that will be dedicated public right-of-way (Live Oak Lane) to its entirety and restripe limit line/STOP.

5. The owner and/or applicant is responsible for obtaining encroachment permit(s) prior to any type of work in the public right-of-way.

6. Any work within easements on the project site shall require proper permits from the easement holder (City of Irwindale, County of Los Angeles, Southern California Edison, etc.).

7. Vehicles shall not block the sidewalk or be parked on the public right-of-way along property frontage.

8. The City will not be responsible for removing any accidental or illegal dumping of debris on private property/private road as this is the responsibility of the property owner to have it removed.

9. All utilities and signs within the public right-of-way shall meet horizontal and vertical ADA clearance requirements.

10. Any landscaping, including an irrigation system, in the public right-of-way or any property that is dedicated to the City of Irwindale for maintenance purposes must be approved by the Public Services Director, or designee, as part of the permitting process. Property owner is required to maintain all landscaping in the public right-of-way, including the parkway.

RESOLUTION NO. 2025-108-3696

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT THE ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT, APPROVING ZONE VARIANCE NO. 01-2025 TO ALLOW FOR AN OVERHEAD ELECTRICAL TIE-LINE AND TO EXCEED THE MAXIMUM ONSITE STRUCTURE HEIGHT OF 65'-0" FOR THE INSTALLATION OF A 130'-0" POINT OF CHANGE OF OWNERSHIP (POCO) POLE FOR A 400-MEGAWATT (MW) BATTERY ENERGY STORAGE SYSTEM (BESS), LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APN: 8532-002-046) IN THE IRWINDALE GATEWAY SPECIFIC PLAN (IGSP) SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

WHEREAS, San Gabriel Project I, LLC, San Gabriel Project II, LLC, San Gabriel Project III, LLC, San Gabriel Project IV, LLC (c/o Sam Holing), collectively as the Applicant, 11801 Domain Blvd, Suite 525, Austin, TX 78758, the Applicant, has made the following request to install an overhead tie-line and to exceed the maximum onsite structure height for the construction of a 400 MW BESS, equipment, buildings, and structures for property located at 13620 Live Oak Lane – APN: 8532-002-046. (This ZV is being processed concurrently with Development Agreement No. 01-2025 and Site Plan and Design Review (DA) No. 03-2025); and

WHEREAS, the proposed application will allow for the deviation from the height and the utility undergrounding requirements in the IGSP and Chapter 17.40 "Battery Energy Storage Systems" in the Irwindale Municipal Code (IMC) pursuant to Chapter 17.32 "Variances".

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Battery Energy Storage System (BESS) was fully analyzed in the Environmental Impact Report for the Irwindale Gateway Specific Plan (SCH No. 2023020290), City's General Plan and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the proposed BESS project.

WHEREAS, on November 14, 2024, the Planning Commission conducted a duly noticed Special public hearing on the Irwindale Gateway Specific Plan and corresponding Zone Ordinance Amendment No. 02-2023, at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing; and

WHEREAS, on January 22, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony, and directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to remove all references to Battery Energy Storage Systems (BESS), and put on the February 26, 2025 Consent Calendar; and on February 26, 2025, the City Council directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to restore all references to Battery Energy Storage Systems (BESS), and put on the March 12, 2025 Consent Calendar; and

WHEREAS, on March 12, 2025, the City Council adopted the revised Resolutions, Ordinances and Specific Plan document; and

WHEREAS, on October 29, 2025, the Planning Commission conducted a duly noticed Special public hearing on the proposed BESS project, at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from Staff, the City Attorney's Office, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing and recommended that the City Council approve the Zone Variance; and

WHEREAS, on November 24, 2025, the City Council conducted a duly noticed Special public hearing on the proposed BESS project, at which time, the City Council opened the public hearing, took testimony on the Application, at which time they received input from Staff, the City Attorney's Office, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing and approved the Zone Variance; and

WHEREAS, this Zone Variance is being processed concurrently with Development Agreement No. 01-2025 and Site Plan and Design Review (DA) No. 03-2025); and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports,

verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "A," this City Council hereby specifically finds as follows:

After conducting a public hearing, the City Council must make all of the following findings in order to approve or conditionally approve a Zone Variance application. The City Council shall deny an application for a Zone Variance if it is unable to make any of the required findings, in which case it shall state the reasons for that determination.

A. Exceptional or Extraordinary Circumstances. There are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to property in the vicinity and identical zone, and that the granting of a Zone Variance will not constitute a granting of a special privilege inconsistent with the limitations on the property in the vicinity and identical zone.

   The Project site is within the IGSP. There are no other properties within the vicinity and the SP Zone that are subject to the requirement to underground a 220kV transmission line or limit the maximum height of the line and related facilities (including the POCO pole) to 65'. Therefore, there are exceptional or extraordinary circumstances or conditions applicable to the Property that do not apply generally to property in the vicinity and identical zone. The allowed uses of other properties in the vicinity do not require construction of a new 220kV transmission line connecting to SCE's overhead lines at an adequate height to safely cross the public ROW without conflicts with existing infrastructure. The granting of the Zone Variance to allow an overhead tie-line and POCO pole exceeding the maximum structure height limit on the Project site simply allows the Property the benefit of safe and efficient development of its allowed use in the specific plan. Therefore, granting the Zone Variance would not constitute a special privilege inconsistent with the limitations on the property in the vicinity and identical zone.

B. Special Property Circumstances. The Zone Variance is a process for the City to waive or modify certain standards of the Zoning Code when, because of special circumstances applicable to the property, including location, shape, size, surroundings, topography or other physical features, the strict application of the Code denies the property owner privileges enjoyed by other property owners in the same zone. A Zone Variance cannot be used to grant a special privilege not afforded to other property owners similarly situated.

   Due to special circumstances applicable to the Property, including its location adjacent to the ROW and SCE Rio Hondo Substation, which precludes locating the POCO pole outside the Property and Specific Plan area, and the requirement to construct a new 220kV transmission line connecting to SCE's overhead lines at an adequate height (130') to safely cross the public ROW without conflicts with existing infrastructure (including lower-voltage lines), the strict application of the Code would deny the Project applicant privileges to develop the allowed use on the Property in a safe and efficient manner. The granting of the Zone Variance to allow an overhead tie-line and POCO pole exceeding the maximum structure

height limit on the Project site simply allows the Property the benefit of safe and efficient development of its allowed use in the specific plan. Therefore, granting the Zone Variance would not grant the Project applicant a special privilege not afforded to other property owners similarly situated.

C. Physical Hardship. The granting of the application is necessary to prevent a physical hardship which is not of the applicant's own actions or the actions of a predecessor in interest.

The Zone Variance is necessary to prevent a physical hardship that is not of the applicant's own actions or the actions of a predecessor in interest. SCE has advised the City in writing that it requires an overhead configuration for the tie-line due to both design, physical and safety constraints precluding an underground tie-line. A minimum height of 130' is required to avoid conflicts with existing lines (including lower-voltage distribution lines) and SCE infrastructure and connect to the SCE Rio Hondo Substation at the designated location). SCE does not permit privately owned facilities (including the POCO pole) to be located within their substation property, and there is no private property between the Project site, ROW and Rio Hondo Substation, that could accommodate the POCO pole outside the Property and Specific Plan area. Without the Zone Variance from the provision of the IGSP's undergrounding requirement and 65' height limit, the Project applicant would suffer a physical hardship because it would not be feasible to connect the Project tie-line to the SCE overhead line at a sufficient height to safely cross the ROW. This physical hardship is created by SCE and the California Public Utilities Commission (CPUC) regulations, not the Project applicant's actions or those of a predecessor in interest. Accordingly, the Zone Variance is necessary to prevent a physical hardship which is not of the applicant's own actions or the actions of a predecessor in interest.

D. No Determent to Public Welfare. The granting of the application will not be detrimental or injurious to property or improvements in the vicinity, and will not be detrimental to the public health, safety, general welfare, or convenience.

Granting the Zone Variance will not be detrimental or injurious to property or improvements in the vicinity or to the public health, safety, general welfare, or convenience. Without granting the Zone Variance, the Project and related tie-line could not be constructed because it is not feasible to underground the portion of the tie-line between the dead-end structure and the POCO and connect to the SCE portion of the tie-line at a minimum height of 130' to safely cross Live Oak Avenue. Without development of the energy storage facility with an underground line, the detriment to public health, safety, general welfare, or convenience would increase because the public would be denied the opportunity to further decarbonize California's electrical grid. Energy storage facilities are being developed to satisfy state mandates on utility companies to procure specified amounts of energy storage to improve the reliability of an electrical grid that is increasingly dependent upon renewable energy, which is part of the state's plan to halt the growth of

greenhouse gas emissions produced during the generation and distribution of energy. California has determined that elevated greenhouse gas emissions are harmful to the public and California, due to its impact on global warming, which increases the intensity of severe weather events and wildfires.

Granting the Zone Variance also facilitates the safe transmission of electrical energy to the SCE Rio Hondo Substation and ultimately the electricity grid. A Zone Variance to allow an overhead tie-line and POCO pole exceeding 65' is required in order to connect the Project to SCE's overhead line at a sufficient height to provide safe clearances across Live Oak Avenue. The overhead tie-line will be designed and operated in accordance with requirements of SCE and the California Public Utility Commission for safety. The Zone Variance will ensure the Project will be constructed safely without conflicts with existing electrical lines.

The proposed POCO pole and overhead lines are consistent with existing overhead crossings in this area and will not be detrimental or injurious to property or improvements in the vicinity. As discussed in Westwood's memo, the nearest non-utility infrastructure to this crossing are industrial buildings approximately 0.15 miles away. Additional commercial properties are within 0.5 miles. Residential properties more sensitive to visual impact are over 0.5 miles from the crossing. The overhead tie-line was evaluated in the Environmental Impact Report for the Irwindale Gateway Specific Plan and the Environmental Impact Report did not identify any significant impacts related to the tie-line. Moreover, the design with the Zone Variance permits the POCO to be located further from Live Oak Avenue, reducing visual impacts from the public ROW. Therefore, granting the Zone Variance will not be detrimental or injurious to property or improvements in the vicinity.

In addition, the proposed tie-line from the subject property to the Rio Hondo substation to the south would run perpendicular to those lines, causing significant risk between the gas line and the thermal buildup that underground cables can be prone to. In addition to the thermal buildup, SCE also had concerns including but not limited to construction complexity, restoration and access limitations, and the lack of design standards for underground 220kV transmission lines.

Based on these factors, the granting of the Zone Variance to allow the overhead tie-line and permit the POCO to exceed the maximum structure height limit will not be detrimental or injurious to property or improvements in the vicinity, and will not be detrimental to the public health, safety, general welfare, or convenience.

E. Consistency. The granting of the Zone Variance will be consistent with the general purposes and objectives of this Title, any applicable specific plans and the General Plan.

Approval of the Zone Variance will be consistent with the general purposes and objectives of IMC Title 17, any applicable specific plans and the General Plan. All

applicable procedures and processes outlined in Title 17 will be adhered to. The Specific Plan anticipates allowing an overhead tie-line with a Zone Variance where the applicable agency(ies) reject the proposed underground line. The City has received written correspondence from SCE, advising that it requires an overhead configuration for the tie-line due to both design and physical constraints precluding an underground tie-line. Accordingly, granting of the Zone Variance is consistent with the Specific Plan. Similarly, IMC Subsection 17.40.040(B)(4) anticipates allow above-ground connectivity with a Zone Variance. Accordingly, allowing overhead facilities upon making the required Zone Variance findings herein is consistent with IMC Title 17.

Moreover, a Zone Variance from the maximum 65' height limit for the highest structure for the onsite substation (Table 6-3, Footnote 5) is necessary in order to accommodate the high-voltage tie-line with safe clearances from existing electrical lines (including lower-voltage distribution lines) and will support orderly development of the City. Accordingly, the Variance is consistent with the general purposes and objectives of the IMC Title 17.

The Zone Variance is also consistent with the City of Irwindale General Plan which includes policies and programs to promote use of photovoltaic systems and conserve non-renewable resources including energy. The tie-line will transmit high voltage energy to and from the SCE Rio Hondo Substation and battery energy storage system, which can help conserve non-renewable systems and promote use of renewable sources including photovoltaic systems, stabilize rapid changes in electric power demand and support power demand when needed thereby enhancing grid reliability and contributing to public health and safety.

Based on these factors, the granting of the Zone Variance to allow the overhead tie-line and permit the POCO to exceed the maximum structure height limit to provide for the safe and efficient operation of the Project and related tie-line will be consistent with the general purposes and objectives of IMC Title 17, any applicable specific plans and the General Plan.

3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Battery Energy Storage System (BESS) was fully analyzed in the Environmental Impact Report for the Irwindale Gateway Specific Plan (SCH No. 2023020290), City's General Plan and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the proposed BESS project. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approve the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

3. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of November 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-108-3696 was adopted at a regular meeting of the Irwindale City Council held on the 24th day of November 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC

Chief Deputy City Clerk

Exhibit:
A. Conditions of Approval

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2025-108-3696

Zone Variance No. 01-2025
Rosebowl Project, LLC
13620 Live Oak Lane – Gabriel BESS

A. GENERAL

1. The use and development authorized by this Zone Variance, allow for the construction of a 400-MW BESS facility and all associated equipment, buildings, and structures.

2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.

3. The Applicant shall agree and consent, in writing, to each and every condition set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan and Design Review (DA).

4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department for the speculative building, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body to Site Plan and Design Review Permit No. 03-2025, including the environmental review and approvals therefore. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these

conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of all graffiti found on-site within 48 hours of its application.

9. The premises will be secured with appropriate security lighting in accordance with Section 7.7 “Lighting” in the IGSP. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

10. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale IGSP zoning standards and regulations through the Business License and Zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The use and improvements authorized by this Site Plan and Design Review (DA), shall conform to the plans as finally approved by the City (dated October 29, 2025) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the final approving body (City Council) pursuant to the amendment of the Site Plan and Design Review Permit.

2. Applicant shall prepare and submit a Decommissioning Plan prior to issuance of Certificate of Occupancy.

3. This project shall be subject to the City of Irwindale’s utility tax.

4. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible.

5. Landscape and irrigation plans shall be prepared by a licensed landscape architect and are subject to the approval of the Community Development Director and the City Engineer. Landscape plans shall be consistent with the Commercial and Industrial Design Guidelines and the Specific Plan. Vision clearance shall be maintained at all vehicle entrances and exits.

6. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."

7. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

8. All landscaped planters shall be surrounded by a six (6) inch horizontal concrete curb.

9. The following invasive plants shall not be used in landscaping:

   - *Carpobrotus edulis* (ice plant)
   - *Hedera helix, H. Hibernica, H. caneriensis* (English ivy, Irish ivy, Algerian ivy
   - *Vinca Major* (periwinkle)
   - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
   - *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
   - *Retama monosperma, Genista monspessulana, Cytisus striatus,Cytisus scoparius,* and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
   - *Acacia Cyclops* (acacia or western coastal wattle)
   - *Myoporum laetum* (myoporum)
   - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
   - *Schinus terevinthifolius* (Brazilian pepper)
   - *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

10. A minimum of 10% (±69,434 square feet) of the total lot area shall be landscaped.

11. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.

12. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.

13. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs as allowed.
14. Any masonry walls and gates shall be decorative consistent with the design criteria set forth in the Specific Plan. The design of the walls and gates shall be subject to the review and approval of the Community Development Department.

15. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be covered and built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

16. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

17. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

18. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for parking lot and building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas.

19. Applicant shall obtain approval from the Community Development Director or their designee for a comprehensive sign program for all project signs prior to construction or installation of any signs on the project site.

20. The Applicant shall comply with the provisions of Irwindale Municipal Code Chapter 17.66, "Trip Reduction and Travel Demand Measures." All required trip reduction and travel demand measures applicable to the project pursuant to Chapter 17.66 shall be indicated on plans at the time of plan check.

[1] Photovoltaic equipment is exempt from this requirement.

21. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.

22. A temporary chain link fence with green screening, or acoustical fencing assembly shall be installed and maintained around the perimeter of the site during construction.

23. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

24. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

25. Applicant/developer shall post “No Overnight/Unauthorized Parking” signs on the property prior to construction to prevent unauthorized parking on the site.

26. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 7:00 PM on each day, Monday thru Saturday. No construction activities of any kind shall be performed on Sundays or holidays without a permit per IMC Subsection 9.28.110(A).

27. All construction related activity shall comply with the noise standards as set forth in IMC Section 9.28.030.

28. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

29. To the extent feasible, Applicant shall participate in Southern California Edison’s “Savings by Design” program.

30. Development shall adhere to all Mitigation Measures identified in the adopted Mitigation Monitoring and Reporting Program (MMRP), made a part of the Final Environmental Impact Report (SCH# 2023020290) associated with the project in compliance with the California Environmental Quality Act (CEQA).

31. Cultural Resources. If a potential Native American resource is uncovered during ground disturbance activities, the Applicant shall halt work in the immediate area

of the find, promptly inform the Community Development Department of the suspected presence of that Native American resource, cease earth-disturbing activities in proximity thereto, and retain a qualified professional archaeologist and a culturally-affiliated Native American monitor acceptable to the City for the purpose of examining the potential Native American resource in order to determine whether it is a "tribal cultural resource" as defined in Section 21074(a) of the Public Resources Code (PRC) and/or a "unique cultural resource" as defined in Section 21083.2(g) of the PRC. No additional ground disturbance activities shall occur in the immediate location of the potential Native American resource until all information recovery has been completed, a report filed with the City, and that report made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the project area.

32. Any future private street/drive shall be subject to City review and approval. Applicant shall be responsible for the design and installation of all required off-site signage related to Irwindale Gateway Specific Plan development.

C. FIRE DEPARTMENT

1. Alternative Materials or Methods Review (AMMR). Before any permit is issued, besides those allowed by the building department to be at risk, the applicant shall submit and obtain approval from LACoFD of all facility and equipment plans subject to LACoFD authority. These plans shall include but not be limited to any necessary requests for variance(s) from the default prescriptive requirements of the Los Angeles County Fire Code [i.e., requests to "use an alternate material, assembly of materials, equipment, method of construction, method of installation of equipment or means of protection" from that which is prescribed by the codes and standards to be the default requirement (2023 LACFC § 104.10)]. Said approvals from the LACoFD shall be obtained from the County of Los Angeles Fire Department, specifically the Engineering Section of the fire Prevention Division, and bear the signature of the County of Los Angeles Fire Marshal.

2. Explosion-Hazard Early Warning Detection and Notification.
   Where the chemistry or design of the ESS, or battery ESS (BESS, or electrochemical ESS), is capable, during normal or failure modes, of creating an explosive atmosphere of consequence within the airspace of its battery compartment, room, or other enclosure (whether a full-volume or partial-volume explosive atmosphere):
   a. Early warning detection and notification via a fire-alarm system compliant with the Los Angeles County Fire Code and the NFPA-72 standard shall be designed with detection inside each battery compartment to effectively provide advanced warning of any accumulation towards an explosive limit of flammable/explosive gases, in accordance with the Los Angeles County Fire Code.
   b. These detection devices shall be addressable.

c. Automatic notification serving potential impact areas via on-site sets of horns, beacons (red or orange), and signs, shall be provided as determined by LACoFD.
d. Automatic notification by the fire-alarm system shall be made to 9-1-1 as determined by LACoFD.
e. On-site identification of the particular enclosure(s) in alarm shall be achieved via horn-strobe notification device(s).
f. Gas detection systems, including any that are used to initiate an explosion-control system, shall comply with the requirements of NFPA 72 and be supervised by the fire-alarm system.

3. Explosion-Hazard Shielding.
The maximum-potential explosion-hazard consequences, including pressure-wave generation and projectile/shrapnel impact, for a battery-failure gas-accumulation scenario not less-severe than the scenario defined by the Los Angeles County Fire Department (LACoFD), shall be established by a qualified third party and subject to approval by the LACoFD.
a. Based on the maximum-potential explosion-hazard results, an explosion-shielding wall that is engineered to provide protection from one such maximum-potential explosion occurrence, for the closest BESS enclosure thereto, for each BESS enclosure to be installed, shall be provided:
    i. Around the entire BESS-installation perimeter of the BESS installation(s) or BESS field as a whole, to protect persons outside the facility; and
    ii. As a shield for four persons operating at each required first-responder/fire-command station for these installations.
b. The height of these perimeter walls shall a minimum height of 10 feet or exceed the height of the BESS enclosures by at least 18 inches, and shall in no case be less than any minimum height requirement set therefor by the jurisdictional planning agency.
c. Install a vehicular gate for fire apparatus access within the northeast wall, as indicated in the highlighted area, providing an emergency vehicle access route to the adjacent parcel. The vehicular gate shall provide a minimum unobstructed width of 26 feet or greater to accommodate for the fire apparatus turning radii and maneuvering ability to adjoining fire lanes. This gate shall be identified as Emergency Vehicle Access, meeting the design criteria as any other gates, and remain locked with an approved Fire Department locking device.
d. Fire apparatus access road gates through the wall shall be compliant with the Los Angeles County Fire Code, including Section 503 thereof and provide sufficient protection.

4. Site Layout of BESS Units.
In accordance with the Fire Code, separation distances between BESS units, enclosures, and groups of BESS units/enclosures, and setback distances from

sensitive exposures called out by the Fire Code (e.g., combustibles, hazardous materials), shall be validated by large-scale fire testing or modeling, as specified and approved by LACoFD. This may effectively reduce the number of and position of BESS units permitted to be installed on site.

5. Fire-Apparatus Access.
    a. Two points of fire-apparatus access to the BESS installation, remotely located from one another.
    b. Fire-apparatus access that leads directly and immediately from outside the BESS facility to each required first-responder/fire-command station shall be provided.
    c. Fire-apparatus access roads shall be provided to achieve fire-apparatus access to within 150 feet of all portions of the facility and all portions of the exterior walls, at grade, of the buildings and BESS enclosures.
    d. The on-site fire-apparatus access roadways and fire lanes shall maintain a minimum unobstructed width of 26 feet, clear to the sky, maintain a 32-foot centerline turning radius on all turns, and maintain all-weather driving capabilities, as approved by LACoFD, of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

6. Fire-Protection Water Supplies.
    a. Install 4 new public fire hydrants. The minimum required fire flow from the public fire hydrants on this BESS projects is 1,500 gpm at 20 psi residual pressure for 2 hours.
    b. Install 10 new on-site fire hydrants. For multiple private on-site fire hydrants, the required fire flow is 2,500 gpm at 20 psi residual pressure for 2 hours duration. Each individual on-site fire hydrant shall be capable of supplying a fire flow of 1,250 GPM at 20 psi residual pressure for 2 hours. The location of the required on-site fire hydrants have been located by LACoFD as part of the entitlement review process, see enclosed site plan, architectural/construction plans prior to issuance.
    c. Where fire-sprinkler systems are/or a private fire hydrant are provided or required, approval shall be required to be obtained from the LACoFDFire-Sprinkler Plan-Review Unit.

7. Site Security.
    Site security shall comply with Section 1207.4.9 of the LA County Fire Code but LACoFD advocates for enhanced security measures at these sites just like is standard practice at electrical substations, for several reasons (theft of wire, injury to intruder, terrorism, grid reliability, prevention of damage that might cause a failure event, fire, or explosion):
    1207.4.9 Security of installations: Rooms, areas and walk-in units in which electrochemical ESS are located shall be secured against unauthorized entry and safe-guarded in an approved manner. Security barriers, fences, landscaping and

other enclosures shall not inhibit the required air flow to or exhaust from the electrochemical ESS and its components.

8. Emergency Response Signage.
   Facility emergency-action and -response signage, and NFPA-704 hazard-classification placards, shall be provided in accordance with LACoFD determinations.

9. Emergency Response Plan (ERP).
   a. An Emergency Response Plan (ERP) shall be developed, and maintained and trained on by site personnel, for the life of the installation, in accordance with LACoFD determinations and direction.
   b. A qualified after-incident mitigation company shall be maintained on retainer at all times, maintained in the list of contacts in the ERP, disclosed to LACoFD and jurisdictional building department.

10. Inspection, Testing, and Maintenance (ITM).
    The BESS installation and related equipment and systems shall be inspected, tested and maintained by the operator for the life of the installation, in accordance with the submittals and installation that were approved by LACoFD, as well as established ITM standards for these systems, installations, and equipment. In no case shall ITM be less restrictive than either the ITM standards nor the submittals and installation that were approved by LACoFD.

11. Repairs, Replacements, Decommissioning, and Disposal or Other Removal from Site.
    BESS repairs, replacements, decommissioning, and disposal or other removal from site shall be in accordance with all federal, state, and local laws.

12. Cost Recovery.
    Facility owners shall reimburse government emergency-services providers and site-cleanup providers for costs thereto for service provision made necessary by emergency incidents at their facility.

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be approved by the Director of Engineering.

2. Provide site plan with turning templates for WB-62 trucks, showing entry and exit movements at all driveways, as well as internal circulation through any private drive aisles and private roads.

3. Provide ALTA survey and title report for the parcel.

4. All existing and proposed easements must be shown on the site plan include all existing parcels and label all property lines.

5. Developer/Owner shall repave Live Oak Avenue, west-bound from curb to centerline, with a minimum of 1.5” of asphalt repaving; and repair any damaged or deficient curbs, gutters, and driveways as directed by the Director of Engineering. In addition, the Developer/Owner shall install meandering sidewalks (minimum 5 feet wide), landscaped parkways and street lighting along the project frontage, consistent with the requirements of the Irwindale Gateway Specific Plan

6. Live Oak Lane frontage shall be improved to City standards: 60’ wide right-of-way, 40’ curb-to-curb width, min. 5’ sidewalks on both sides, curb & gutter, street lighting, fire hydrants, ADA driveways, etc., consistent with the requirements of the Irwindale Gateway Specific Plan. Live Oak Lane shall be dedicated to the City as a public street per RESOLUTION No. 2025-05-3593, which approves TPM No. 83854.

7. Developer/Owner shall install street lighting on Live Oak Avenue, and Live Oak Lane in accordance with City standards subject to the approval by the Director of Engineering.

8. All driveways shall be designed to provide ADA accessible walkways. Prior to issuance of Certificate of Occupancy, additional public right-of-way may be required to be dedicated to the City, in addition to the right-of-way specified in Resolution No. 2025-05-3593, which approves TPM No. 83854.

9. Truck ingress/egress shall be restricted to Live Oak Ave/Live Oak Lane.

TRAFFIC

10. All points of access to the proposed development all be reviewed and approved by the Director of Engineering. Proper signage shall be installed onsite or surrounding the project site to the satisfaction of the Director of Engineering.

11. Developer/Owner shall install a new traffic signal at the intersection of Live Oak Avenue and Live Oak Lane, and transfer ownership and maintenance responsibilities to the City, in accordance with Resolution No. 2025-05-3593 approving TPM No. 83854. Developer/Owner may choose to pay the City the actual construction cost to install this new traffic signal. A separate agreement for this item shall be executed prior to issuance of any building permits if the Developer/Owner chooses this alternative option.

UTILITIES

12. Developer/Owner shall pay for the entire cost for the design, engineering construction and inspection of any upgrade to the water main and connections as required by the water service provider for the proposed development.
13. Storm drains, catch basins, connector pipes, and appurtenances for the site-specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the Director of Engineering's requirements. The owner/developer shall submit grading and drainage plans to the Director of Engineering for approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.

14. Detention Basin in Parcel 2 shall be constructed to handle Storm Water Runoff for Parcel 1 parcels per Resolution No. 2025-05-3593, which approves TPM No. 83854.

15. Developer/Owner shall submit an updated Hydrology/Hydraulic calculation report to properly size the Detention Basin and the required Pump Station (If applicable) as shown on the Resolution No. 2025-05-3593, which approves TPM No. 83854.

16. Developer/Owner shall install all onsite storm water infrastructures per City and Los Angeles County standards. Developer/Owners shall consider constructing the onsite storm water infrastructures improvement to serve the parcels created by the TPM No. 83854 through a Community Facilities District (CFD).

17. Developer/Owner shall obtain and pay all applicable fee for Storm Drain Connection Permit from Los Angeles County Flood Control District for connections to the existing storm drain system, if applicable.

18. Developer/Owner shall install sanitary sewer infrastructures, including lift stations, force mains, and other necessary sanitary sewer improvements, up to the point of connection at Live Oak Ave and Rivergrade Road, in accordance with City and Los Angeles County standards."

19. Developer/Owners shall consider constructing the onsite sanitary sewer improvement to serve the parcels created by the TPM No. 83854 through a Community Facilities District (CFD).

20. Developer/Owner shall dedicate a sanitary sewer maintenance easement to the City for the maintenance of the onsite sanitary sewer improvements, prior to the issuance of the Certificate of Occupancy if the Sewer is privately owned and maintained, then no easement is required.
21. Developer/Owner shall comply with all requirements of the City and County Sanitation District, make application for, and pay the sewer connection and

maintenance fee.

22. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded as required by the Fire Department and/or the Director of Engineering.
23. Sanitary sewers shall be constructed in accordance with the current City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the Director of Engineering. A sewer study shall be submitted along with the sanitary sewer plans.

24. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water service provider to the City.

MISCELLANEOUS

25. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan (“SUSMP”), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges. Refer to the Hydrology Report of the Irwindale Gateway Specific Plan and the TPM No. 83854 for construction details of the two (2) drywells as specified for the Project.

26. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

27. Construction of other infrastructures may be required prior to issuance of Certificate of Occupancy.

BUILDING AND SAFETY

28. Building permits shall be obtained from the Building and Safety Division and all

construction shall be in compliance with the current Irwindale Building Code.

29. Submit Complete Construction Documents include but not limited to Grading, Drainage, Soil Investigation, Architectural, Structural, Electrical, Mechanical, Plumbing, Landscaping…etc., shall be submitted to Irwindale Building & Safety Department for Plan check and Approval Process prior to any Permit Issuance. All Construction Documents shall be prepared by a California Licensed Engineer specialized on the submitted documents based on the current Codes adopted by City of Irwindale.

30. Building plans for non-residential construction must contain the following items prior to its submittal for plan check, additional items may be requested:
    - Site Plan: Lot size, locations and dimensions of properly lines, adjacent streets, setbacks from property lines, locations of other structures, easements, north arrow, scale, contours/drainage pattern
    - General Notes: Applicable codes, occupancy classification, type of construction, allowable area analysis, and occupant load analysis, plumbing fixture analysis, description of work, lot area, existing/proposed building area, material specifications.
    - Floor Plans: Walls, partitions, doors and window locations and schedule, existing and intended room uses. Floor plan must identify all existing and new construction for all affected floors.
    - Roof Plan: Roof drainage pattern, roofing material and slopes, locations of hips/valleys/ridges, eave overhang dimensions, attic vent locations, rooftop equipment locations.
    - Disabled Access Requirements: Complete path of travel, parking spaces/loading areas, restroom facilities, ramps, curbs, counters, etc. All details must be cross- referenced on the plan.
    - Exiting: Occupant load analysis, exit locations and door schedule, required number of exits, required exit separation, travel distance, common path of egress, required fire rated separations, etc.
    - Exterior Elevations: Wall covering material, plate and building heights, window/door locations, roofing material and slopes, attic vent locations, finish grade lines, and veneers.
    - Cross Sections: Full height and width, indicating framing, foundation, and insulation in at least two orthogonal directions.
    - Soil Investigation Report: Complete Soil/Geotechnical Investigation Report.
    - Grading & Drainage: Complete Grading and Drainage plans as required by Appendix J of the Current Irwindale Building Code
    - Foundation Plan: Locations of all new footings, complete foundation details. All foundation plans, details, and notes shall be stamped and signed by the Geotechnical Consultant along with the design Engineer of record.
    - Structural Plan: Complete Structural plans and details for all structural elements shall be included.

- Structural Analysis: Calculations shall be provided to substantiate the structural plans where new structural elements are proposed. The structural calculations shall address both gravity and lateral loads.
- Schedules: Doors and windows, exterior/interior finish.
- Manufactured Trusses: Truss profiles, layout plan, and calculations from the truss manufacturer. Details all truss connections to interior/exterior walls.
- Green Building: Requirements, details, and notations shall be included in the plans.
- Very High Fire Hazard Severity Zone: The proposed project is in VHFHSZ Fire Zone. Provide all applicable details and notations as required for this fire zone.
- Other: All plans & calculations shall conform to the current edition (at the time of submittal) of the City of Irwindale Building Code

31. Obtain any required environmental clearances from AQMD or other agencies if hazardous off-gassing is anticipated.

32. BESS development shall comply with all applicable Codes, not limited to CFC Chapter 12, NFPA 855, NFPA 70, CEC, LACBC

33. Equipment shall be listed and labeled in accordance with all or combination of the following standards:
    - UL 9540 – Energy Storage Systems
    - UL 9540A – Fire Propagation Testing
    - UL 1741 – Inverters and Controllers
    - UL 1973 – Battery Modules

34. Prior to the issuance of the Certificate of Occupancy, the Developer/Owner shall provide a commissioning report verifying functional testing of alarms, ventilation, suppression, and shutdown systems.

35. Grading, Drainage, Building and all other trade permits shall be obtained from Irwindale Building and Safety Division by a California licensed contractor(s). All construction shall be in compliance with the current Irwindale Building & Municipal Codes.

36. Other agencies' (Fire, Sanitation…etc.) approvals shall be required prior to any permit issuance. An agency referral sheet shall be provided to the applicant at the time of submittal to Building & Safety.

37. In the event of installation deviates from approved plans, Developer/Owner shall submit as-built drawings prepare by California licensed professional.

38. Prior to the issuance of Certificate of Occupancy, all conditions shall be verified and satisfied by Community Development Department and Public Works Engineering Department.

39. The Developer/Owner/Applicant shall be the sole responsible party for all required Plan Check and Permit fees, as well as any other agencies' fees.

E. PUBLIC SERVICES

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the walls). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.

2. Onsite trash enclosure areas shall have sufficient space for solid waste, recycling, and organic waste receptacles and shall be covered from the elements with a solid roof structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article.

3. The owner and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the Director of Engineering and the Public Services Director.

4. The owner and/or applicant shall resurface the entire private road/alley and any roadway that will be dedicated public right-of-way (Live Oak Lane) to its entirety and restripe limit line/STOP.

5. The owner and/or applicant is responsible for obtaining encroachment permit(s) prior to any type of work in the public right-of-way.

6. Any work within easements on the project site shall require proper permits from the easement holder (City of Irwindale, County of Los Angeles, Southern California Edison, etc.).

7. Vehicles shall not block the sidewalk or be parked on the public right-of-way along property frontage.

8. The City will not be responsible for removing any accidental or illegal dumping of debris on private property/private road as this is the responsibility of the property owner to have it removed.

9. All utilities and signs within the public right-of-way shall meet horizontal and vertical ADA clearance requirements.

10. Any landscaping, including an irrigation system, in the public right-of-way or any property that is dedicated to the City of Irwindale for maintenance purposes must be approved by the Public Services Director, or designee, as part of the permitting

process. Property owner is required to maintain all landscaping in the public right-of-way, including the parkway.

ATTACHMENT “D”

Project Plans, dated November 12, 2025

https://www.irwindaleca.gov/DocumentCenter/View/12086

ATTACHMENT "D"

PRELIMINARY SITE PLANS
SAN GABRIEL PROJECT

LIVE OAK LANE
IRWINDALE, CA 91706

PROPERTY OWNER
Rosebowl Project LLC

APPLICANTS:
SAN GABRIEL PROJECT I LLC
SAN GABRIEL PROJECT II LLC
SAN GABRIEL PROJECT III LLC
SAN GABRIEL PROJECT IV LLC
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PROJECT ENGINEER:
TRC SOLUTIONS, INC.
STEPHEN V. HUVANE, P.E.
T: 916-366-0632
SHUVANE@TRCCOMPANIES.COM

PREPARED FOR: AYPA POWER DEVELOPMENT LLC
11801 DOMAIN BLVD, SUITE 450
AUSTIN, TX 78758

PREPARED BY: TRC SOLUTIONS, INC.
6 EXECUTIVE CIRCLE, SUITE 200
IRVINE, CA 92614

DATE: OCTOBER 2025

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C-2.2	EXISTING TOPOGRAPHY, DRAINAGE & FLOODING
C-3.1	PROPOSED SITE PLAN
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PROPERTY LEGAL DESCRIPTION

PROPOSED LOT 2, AS SHOWN ON LOT LINE ADJUSTMENT OR PARCEL MERGER NO. LLA NO. 01-2022, AS EVIDENCED BY DOCUMENT RECORDED MAY 1, 2023 AS INSTRUMENT NO. 2023-0279463 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE REMAINDER PARCEL OF PARCEL MAP NO. 17598, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 186, PAGES 79 THROUGH 82 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID REMAINDER PARCEL (ALSO THE NORTHEASTERLY RIGHT OF WAY LINE OF LIVE OAK AVENUE, 50.00 FOOT NORTHEASTERLY HALF-WIDTH AT THIS POINT), SOUTH 66°45'07" EAST, 102.96 FEET THEREON FROM THAT CERTAIN WESTERLY CORNER OF SAID REMAINDER PARCEL AT THE INTERSECTION OF THE WESTERLY LINE OF SAID REMAINDER PARCEL WITH SAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE OF LIVE OAK AVENUE, NORTH 16°48'16" EAST, 966.45 FEET; THENCE SOUTH 45°34'00" EAST, 1201.44 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1370.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 44°47'53" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°53'53" AN ARC DISTANCE OF 212.76 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 54°06'00" WEST, 53.27 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1370.00 FEET THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°02'28" AN ARC DISTANCE OF 168.36 FEET TO THE BEGINNING COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID 50.00 FOOT RADIUS CURVE BEARING SOUTH 28°51'32" EAST;

THENCE WESTERLY ALONG SAID 50.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 20°38'55" AN ARC DISTANCE OF 18.02 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 81°47'23" WEST, 122.07 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°32'30" AN ARC DISTANCE OF 51.09 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 23°14'53 WEST, 2.88 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF SAID NORTHEASTERLY RIGHT OF WAY LINE OF LIVE OAK AVENUE;

THENCE ALONG SAID PARALLEL LINE, NORTH 66°45'07" WEST, 80.00 FEET; THENCE SOUTH 23°14'53" WEST, 30.00 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF LIVE OAK AVENUE; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 66°45'07" WEST, 573.56 FEET TO THE TRUE POINT OF BEGINNING.

PROJECT DESCRIPTION

THESE PRELIMINARY SITE PLANS ARE FOR THE PROPOSED DEVELOPMENT OF A BATTERY ENERGY STORAGE SYSTEM (BESS) ON AN APPROXIMATELY 15.94 ACRE SITE BOUNDED TO THE SOUTH BY LIVE OAK AVENUE AND TO THE EAST BY LIVE OAK LANE. THE PROJECT WILL USE LITHIUM-ION BATTERIES HOUSED IN PURPOSE-BUILT ENCLOSURES TO RECEIVE AND STORE ELECTRIC ENERGY FROM THE GRID AND RELEASE IT TO THE GRID WHEN NEEDED. INVERTERS AND TRANSFORMERS AND AN ONSITE SUBSTATION WILL BE INCLUDED TO CONVERT BETWEEN THE LOW-VOLTAGE DIRECT CURRENT OF BATTERY OPERATION AND THE 220 KV REGIONAL TRANSMISSION SYSTEM. A 220 KV ELECTRIC TIE-LINE WILL BE CONSTRUCTED ACROSS LIVE OAK AVENUE TO CONNECT THE BESS ONSITE SUBSTATION TO THE EXISTING SOUTHERN CALIFORNIA EDISON RIO HONDO SUBSTATION. THE BESS WILL BE AVAILABLE FOR OPERATION 24 HOURS PER DAY AND SEVEN DAYS PER WEEK TO RECEIVE, STORE, OR DISCHARGE ELECTRIC ENERGY INCLUDING POWER FROM INTERMITTENT RENEWABLE ENERGY SOURCES SUCH AS SOLAR AND WIND GENERATION. MAJOR SITE CIVIL FEATURES INCLUDE FINISH GRADING TO ACHIEVE A GENTLE SLOPE FOR DRAINAGE, ACCESS ROADS, FENCING, STORMWATER DRAINAGE FEATURES, A 10' HIGH PERIMETER WALL, AND LANDSCAPING. THE PROJECT WILL BE DESIGNED FOR REMOTE MONITORING AND OPERATION. THE PROJECT WILL OCCUR ON A PORTION OF AN INERT WASTE LANDFILL THAT WAS BROUGHT UP TO EXISTING GRADE AS PART OF THE FINAL LANDFILL CLOSURE UNDER EXISTING PERMITS.

SITE STATISTICS

ASSESSOR'S PARCEL NUMBER:	8532-002-046
CURRENT USE:	INERT WASTE LANDFILL
CURRENT/PROPOSED ZONING:	SPECIFIC PLAN/SPECIFIC PLAN
SITE AREA(GROSS ACREAGE):	15.94 AC
NET ACREAGE:	13.04 AC
LOT COVERAGE:	24.79%
EXISTING IMPERVIOUS AREA:	0 AC
PROPOSED IMPERVIOUS AREA:	7.02 AC (44.04%)
NUMBER OF BUILDINGS:	1
TOTAL FLOOR AREA:	1200 SF
PROPOSED LANDSCAPED AREA:	10.09%
REQUIRED PARKING SPACES:	4
PROPOSED PARKING SPACES:	4

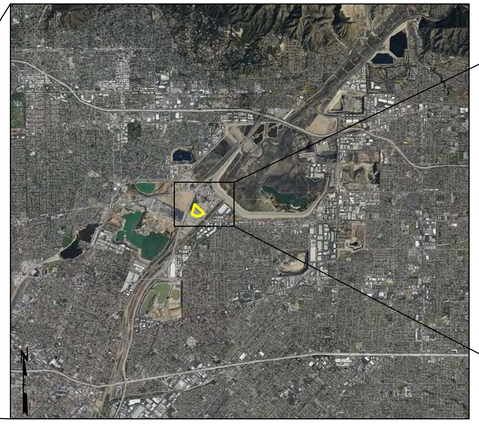
EARTHWORK QUANTITIES

CUT:	7,770 CY
FILL:	5,188 CY
NET (CUT):	2,583 CY (TO BE BALANCED IN FINAL DESIGN)

UTILITY SERVICES

WATER:	VALLEY COUNTY WATER DISTRICT
CABLE:	CHARTER COMMUNICATIONS FRONTIER COMMUNICATIONS
ELECTRICITY:	SOUTHERN CALIFORNIA EDISON COMPANY

LOS ANGELES COUNTY, CALIFORNIA
NTS



VICINITY MAP
NTS

SITE LOCATOR
NTS

RECEIVED NOVEMBER 12, 2025

SEAL:

PERMIT PLAN SET
NOT FOR
CONSTRUCTION

NO.	BY	DATE	REVISION	APP'D.

PROJECT:
SAN GABRIEL PROJECT
11801 DOMAIN BLVD, SUITE 450
AUSTIN, TX 78758

TITLE:
COVER SHEET

DRAWN BY:	ST	PROJECT NUMBER:	539464
CHECKED BY:	DG		
APPROVED BY:	SH		C-1.0
DATE:	10/13/25		

TRC
6 Executive Circle
Suite 200
Irvine, CA 92614
Phone: 949.727.9336

H:\WORK IN PROGRESS\SOLAR SITES\AYPA POWER\GABRIEL\CAD\SITE PLANS\547853 - COVER.DWG

APN: 8532-001-010

APN: 8532-004-025

EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES
INST NO: 1965-3866
BK D-3115, PG 384
REC DATE: 11/15/1965, O.R.

SAN GABRIEL RIVER FREEWAY (605)

EX STORMWATER BASIN A1

APN NO: 8532-002-047
(51.448 AC)

APN NO: 8532-002-046
(15.936 AC)

250' EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES
INST NO: 1950-1376
BK 34257, PG 166
REC DATE: 04/11/1950, O.R.

N16° 59' 29"E 966.45'

S45° 22' 47"E 1201.44'

SITE PARCEL BOUNDARY

ADJACENT PROPERTY LINE

AN EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 11, 1950
INST. NO 1950-1376, BOOK 34257, PAGE 166 OF OFFICIAL RECORDS

LIVE OAK LANE (PRIVATE ROAD, SEE NOTE 1)

RRM PROPERTIES LTD & RRM PROPERTIES TWO LTD
APN NO: 8532-002-017

60' EASEMENT FOR ROW AND INCIDENTAL PURPOSES
INST NO: 1984-1504060
REC DATE: 12/26/1984, O.R.

TERMS, PROVISIONS, AND EASEMENTS CONTAINED IN "GRANT DEED"
REC DATE 08/28/1981
INST NO: 1981-861903, O.R.

L=212.76, R=1370.00
D=8.90

S54° 17' 13"W 53.27'

L=168.36, R=1370.00
D=7.04

RRM PROPERTIES LTD & RRM PROPERTIES TWO LTD
APN NO: 8532-002-023

5' WIDE EASEMENT (CENTERED ON EX UTILITY LINES BK 34257 PG 166, O.R.)

RRM PROPERTIES LTD & RRM PROPERTIES TWO LTD
APN NO: 8532-002-024

30' NON-EXCLUSIVE EASEMENT FOR ROW
INST NO: 1986-447035
REC DATE: 04/10/1986, O.R.

S66° 33' 54"E 573.56'

N23° 26' 07"E 2.88'

N66° 33' 54"W 80.00'

S23° 26' 06"W 30.00'

N81° 58' 37"E 122.07'

L=18.02, R=50.00
D=20.65

L=51.09, R=50.00
D=58.54

LIVE OAK AVENUE

APN NO: 8532-003-805

APN NO: 8532-003-802

VALLEY CO WATER DIST
APN NO: 8532-002-904

EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES
INST NO: 1972-2976
BK D-5434 PG 32
REC DATE: 04/20/1972, O.R.

NORTH

N

GRAPHIC SCALE

60' 0 60'

1" = 60'

LEGEND

SITE PARCEL BOUNDARY	PL
ADJACENT PROPERTY LINE	PL
SPECIFIC PLAN BOUNDARY	
EXISTING WATERLINE	W
EASEMENT LINE	

SEAL:

PERMIT PLAN SET
NOT FOR CONSTRUCTION

PROFESSIONAL ENGINEER:

DATE:

NO.	BY	DATE	REVISION	APP'D.

PROJECT:
SAN GABRIEL PROJECT
11801 DOMAIN BLVD, SUITE 450
AUSTIN, TX 78758

TITLE:
EXISTING PARCEL BOUNDARIES & EASEMENTS

DRAWN BY:	ST	PROJECT NUMBER:	539464
CHECKED BY:	DG		
APPROVED BY:	SH		C-2.1
DATE:	10/13/25		

TRC
6 Executive Circle
Suite 200
Irvine, CA 92614
Phone: 949.727.9336

H:\WORK IN PROGRESS\SGJAR SITES\AVPA POWER\GABRIEL\CAD\SITE PLANS\547853 – EXISTING CONDITIONS.DWG

APN NO: 8532-001-010

EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES
INST NO: 1965-3866
BK D-3115, PG 384
REC DATE: 11/15/1965, O.R.

EX. 30" STORM DRAIN DISCHARGE PIPE

APN NO: 8532-004-025

SAN GABRIEL RIVER FREEWAY (60S)

250' EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES
INST NO: 1950-1376
BK 34257, PG 166
REC DATE: 04/11/1950, O.R.

EX GUARDRAIL (TYP)

EXISTING BASIN OUTFALL

100' SCE BUFFER

CONNECT TO EX. 48" STORM DRAIN MANHOLE

EXISTING PRETREATMENT DEVICE

PROPOSED BUILDING

1 PROPOSED 10'x20' HANDICAPPED PARKING SPACE W/ 9'X20' ACCESS AISLE

WITHIN SCE EASEMENT AND USABLE FOR DRIVE AISLE AND CIRCULATION (BY OTHERS)

PROPOSED ADA ACCESSIBLE WALKWAY

3 PROPOSED 10'X20' REGULAR PARKING SPACES (TYP)

STORAGE CONTAINER (TYP)

SANITARY SEWER LINE (BY OTHERS)

STORM WATER PIPE (BY OTHERS)

CONNECT PROPOSED SANITARY SEWER MANHOLE TO SANITARY SEWER LINE (BY OTHERS)

OFFSITE STORM WATER INLET AND LATERAL (BY OTHERS)

PROPOSED FIRE WATER SUPPLY LINE

APN NO: 8532-002-047
(51.448 AC)

PROPOSED TRANSFORMER (TYP)

PROPOSED TRANSFORMER ENCLOSURE (TOTAL = 121)

PROPOSED BATTERY ENCLOSURE (TOTAL = 485)

INSET
(1"=20')

10' TO BACK OF CURB

SITE PARCEL BOUNDARY LINE

PROPOSED 6" MOUNTABLE CURB AT CROWNED ROAD EDGE (TYP)

PROPOSED 10' DECORATIVE MASONRY WALL (SEE NOTE 7)

APN NO: 8532-002-046
(15.936 AC)

PROPOSED BATTERY ENCLOSURE (TYP)

PROPOSED SUBSTATION CHAIN LINK FENCE

PROPOSED GATE E (SEE NOTE 3)

PROPOSED GATE D (SEE NOTE 3)

PROPOSED ONSITE SUBSTATION

PROPOSED AUXILIARY EQUIPMENT

PROPOSED FIRE HYDRANT (TYP)

PROPOSED 9'Wx22'Lx6'H CMU TRASH RECYCLING ENCLOSURE

EX SCE METAL TOWER (TYP)

PROPOSED STORM FORCE MAIN (BY OTHERS)

TIE-LINE POINT OF CHANGE OF OWNERSHIP

PROPOSED LANDSCAPE AREA (TYP)

PROPOSED OVERHEAD INTERCONNECTION TIE-LINE

PROPOSED GATE C (SEE NOTE 3)

PROPOSED 12' HIGH POLE FOR WINDSOCK

LIVE OAK LANE (PRIVATE ROAD)

RRM PROPERTIES LTD & RRM PROPERTIES TWO LTD
APN NO: 8532-002-017

EXISTING VCWD 12" WATER MAIN

CONNECT PROPOSED FIRE WATER SUPPLY LINE TO EXISTING 12" WATER LINE

PROPOSED SANITARY SEWER FORCE MAIN (BY OTHERS)

60' EASEMENT FOR ROW AND INCIDENTAL PURPOSES
INST NO: 1984-1504060
REC DATE: 12/26/1984, O.R.

CONNECT TO PAVEMENT BY OTHERS (SEE NOTE 4)

PROPOSED GATE A (SEE NOTE 3)

FIRE COMMAND CENTER (2'X3')

PROPOSED 12' HIGH POLE FOR WINDSOCK

30'X30' VISIBILITY TRIANGLES

PROPOSED GATE B (SEE NOTE 3)

CONNECT TO PAVEMENT BY OTHERS (SEE NOTE 5)

RRM PROPERTIES LTD & RRM PROPERTIES TWO LTD
APN NO: 8532-002-023

5' WIDE EASEMENT (CENTERED ON EX UTILITY LINES BK 34257 PG 166, O.R.)

EXISTING PROPERTY LINE

30' NON-EXCLUSIVE EASEMENT FOR ROW
INST NO: 1986-447035
REC DATE: 04/10/1986, O.R.

FIRE COMMAND CENTER (2'X3')

CONNECT PROPOSED FIRE WATER SUPPLY LINE TO EXISTING 12" WATER LINE

PROPOSED 5' WIDE CONCRETE SIDEWALK (BY OTHERS)

30' NON-EXCLUSIVE EASEMENT FOR ROW
INST NO: 1986-447035
REC DATE: 04/10/1986, O.R.

RRM PROPERTIES LTD & RRM PROPERTIES TWO LTD
APN NO: 8532-002-024

SAN GABRIEL RIVER

28'-0" ASPHALT PRIVATE DRIVEWAY/FIRE LANE

30'-0" ASPHALT PRIVATE DRIVEWAY/FIRE LINE

BUDMARK ROAD

EX DRIVEWAY

EX BLOCK WALL (TO BE REMOVED)

LIVE OAK AVENUE

ROUTING INSIDE SCE SUBSTATION TO BE DETERMINED BY SCE

PROPOSED UNDERGROUND FIBER OPTIC COMMUNICATIONS LINE

APN NO: 8532-003-805

APN NO: 8532-003-802

EX CURB AND GUTTER (TYP)

MEANDERING SIDEWALK AND LANDSCAPING BETWEEN EXISTING CURB AND SAN GABRIEL PROJECT PROPERTY LINE (BY OTHERS)

EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES
INST NO: 1972-2976
BK D-5434 PG 32
REC DATE: 04/20/1972, O.R.

VALLEY CO WATER DIST
APN NO: 8532-002-904

NOTES:

1. LOT COVERAGE: 24.79%
2. LANDSCAPE COVERAGE: 10.09%
3. ALL PROPOSED VEHICULAR ACCESS AND PERSONNEL GATES SHALL BE PROVIDED WITH A FIRE DEPARTMENT APPROVED LOCKING DEVICE. GATES A AND B ARE SLIDING GATES. GATES C THROUGH E ARE SWING GATES.
4. LIVE OAK LANE TO BE BUILT TO THE SPECIFIC PLAN DESIGN BY OTHERS.
5. FIRE ALARM DESIGN TO BE DETERMINED DURING THE SUBSEQUENT SUBMITTAL-AND-REVIEW PHASE BY THE LACOFD FIRE-ALARM PLAN-REVIEW UNIT.
6. CAMERAS SHALL BE PLACED TO ENSURE VISIBILITY OF ALL MAJOR EQUIPMENT. SAID CAMERAS WILL BE INCLUDED AS PART OF THE DETAILED SECURITY DESIGN.
7. PERIMETER WALL TO BE RATED TO WITHSTAND A POTENTIAL BLAST IN ACCORDANCE WITH L.A. COUNTY FIRE DEPARTMENT REQUIREMENTS.
8. ALL RADII POINT TO BACK OF CURB UNLESS OTHERWISE SPECIFIED.
9. FINAL SIGNAGE (NUMBER, PLACEMENT, MATERIAL, REFLECTIVITY, VERBIAGE, FONT TYPE, SIGN TYPE, SIGN SIZE AND FONT SIZE, AND MEANS OF MOUNTING) WILL BE SUBJECT TO FIRE INSPECTOR APPROVAL.
10. WINDSOCK (TYPE, NUMBER, LOCATIONS, MATERIAL, SIZE, AND MOUNTING) WILL BE SUBJECT TO FIRE INSPECTOR APPROVAL.
11. THE MINIMUM DISTANCE BETWEEN ANY BATTERY CONTAINER AND THE PROPERTY LINE IN THIS PRELIMINARY DESIGN IS 57'. THE FINAL DESIGN AND AS-BUILD CONFIGURATION SHALL INCLUDE A MINIMUM SEPARATION OF NO LESS THEN 50' BETWEEN ANY BATTERY AND THE PROPERTY LINE.

LEGEND

- SITE PARCEL BOUNDARY/ LIMIT OF DISTURBANCE — PL
- ADJACENT PARCEL LINE — PL
- SPECIFIC PLAN BOUNDARY
- EXISTING WATERLINE — W
- EXISTING UNDERGROUND ELECTRIC LINE — UE
- EXISTING GAS LINE — GAS
- EXISTING STORM LINE — SD
- EXISTING OVERHEAD ELECTRIC CABLE TELEVISION TELEPHONE LINE — OH–E–CTV–T
- EXISTING CABLE TELEVISION LINE — CTV
- EASEMENT LINE
- EXISTING ROAD CENTERLINE
- EXISTING MAJOR CONTOURS — 405
- EXISTING MINOR CONTOURS — 404
- DIRT ROAD
- TRAFFIC SIGN
- UTILITY POLE
- STREET LIGHT
- GUARDRAIL
- CHAIN LINK FENCE
- EXISTING TREE
- EXISTING TREELINE
- SURFACE WATER FLOW
- LANDSCAPING
- PROPOSED OVERHEAD ELECTRIC LINE — OE
- PROPOSED FIBER OPTIC LINE — FO
- BLAST RATED MASONRY WALL
- PROPOSED STORM DRAIN LINE
- PROPOSED SUBSTATION FENCE — X
- PROPOSED FIRE WATER SUPPLY LINE — F
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER LINE — SS
- PROPOSED FORCE MAIN (BY OTHERS) — FM
- PROPOSED SANITARY SEWER MANHOLE
- INTERNAL VEHICLE TRAFFIC (NO PUBLIC ACCESS)

NORTH

N

GRAPHIC SCALE

60' 0 60'

1" = 60'

SEAL:

PERMIT PLAN SET
NOT FOR CONSTRUCTION

PROFESSIONAL ENGINEER:

DATE:

NO.	BY	DATE	REVISION	APP'D.

PROJECT:
SAN GABRIEL PROJECT
11801 DOMAIN BLVD, SUITE 450
AUSTIN, TX 78758

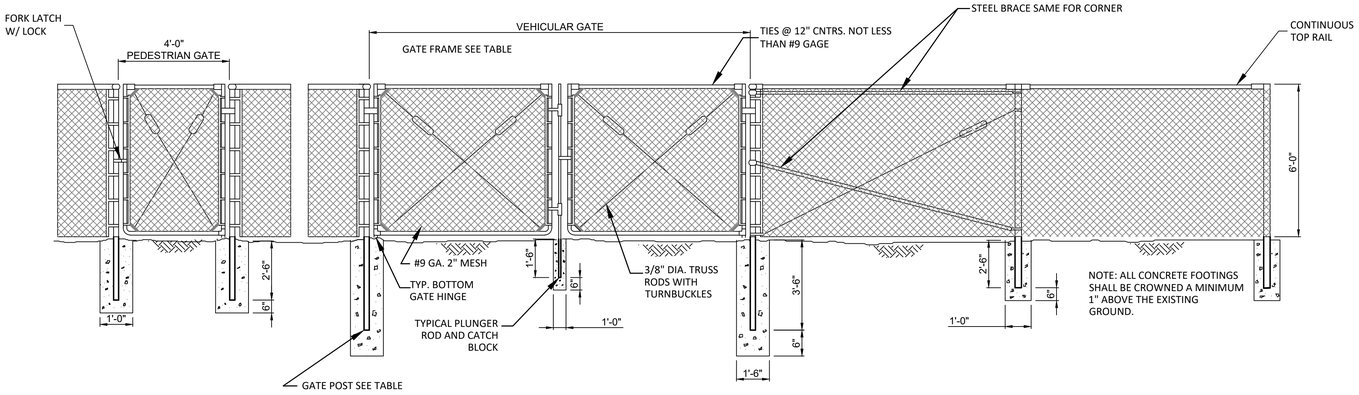
TITLE:
PROPOSED SITE PLAN

DRAWN BY:	ST	PROJECT NUMBER:	539464
CHECKED BY:	DG		C-3.1
APPROVED BY:	SH		
DATE:	10/13/25		

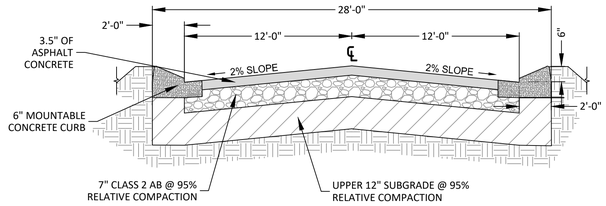
TRC
6 Executive Circle
Suite 200
Irvine, CA 92614
Phone: 949.727.9336

H:\WORK IN PROGRESS\SOLAR SITES\AVPA POWER\GABRIEL\CAD\SITE PLANS\547853 – SITE PLAN.DWG

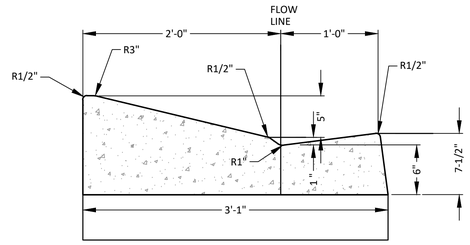
NOTE:
1. PERIMETER WALL TO BE RATED TO WITHSTAND A POTENTIAL BLAST IN ACCORDANCE WITH L.A. COUNTY FIRE DEPARTMENT REQUIREMENTS.



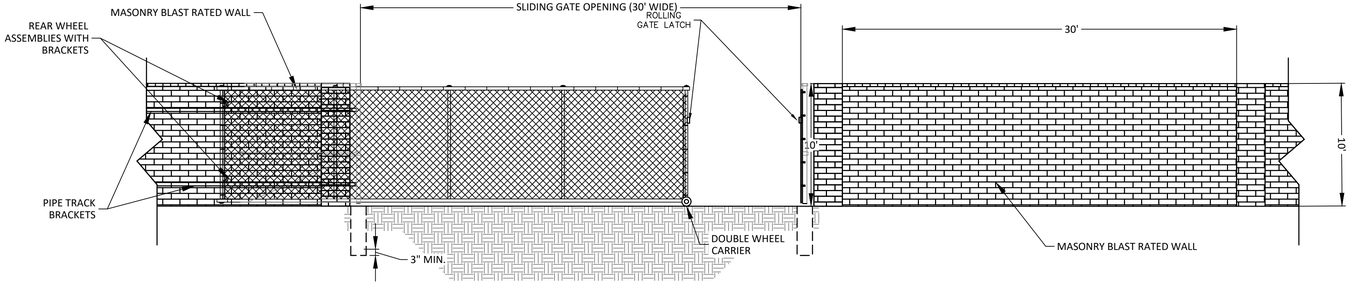
1 TYPICAL SUBSTATION CHAIN LINK FENCE AND GATES
(NTS)



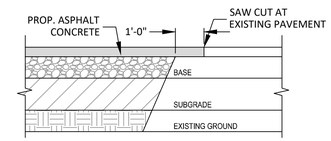
6 CROWNED DRIVEWAY AND FIRE LANE FOR CURB INLETS
(NTS)



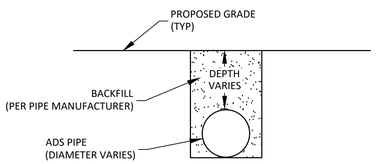
7 MOUNTABLE CURB AND GUTTER
(NTS)



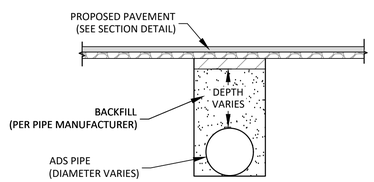
2 TYPICAL ACCESS GATE & DECORATIVE MASONRY WALL
(NTS)



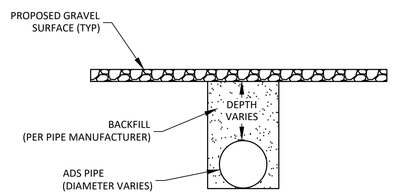
8 CONNECT TO LIVE OAK LANE PAVEMENT (SAW CUT)
(NTS)



3 STORM DRAIN PIPE UNDER PROPOSED GRADE
(NTS)



4 STORM DRAIN PIPE UNDER PAVEMENT
(NTS)



5 STORM DRAIN PIPE UNDER GRAVEL
(NTS)

SEAL:

PERMIT PLAN SET
NOT FOR CONSTRUCTION

NO.	BY	DATE	REVISION	APP'D.

PROJECT:
SAN GABRIEL PROJECT
11801 DOMAIN BLVD, SUITE 450
AUSTIN, TX 78758

TITLE:
PROJECT DETAILS

DRAWN BY:	ST	PROJECT NUMBER:	539464
CHECKED BY:	DG		
APPROVED BY:	SH		C-6.1
DATE:	10/13/25		

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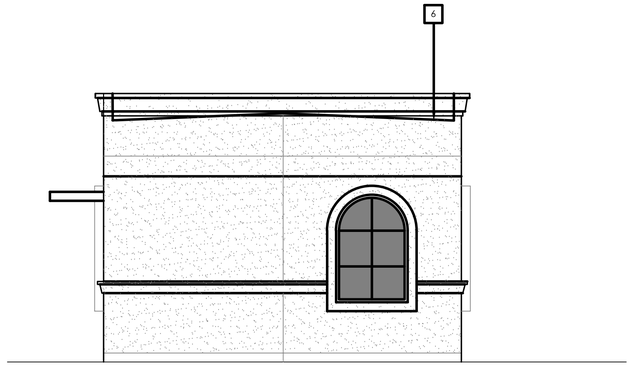
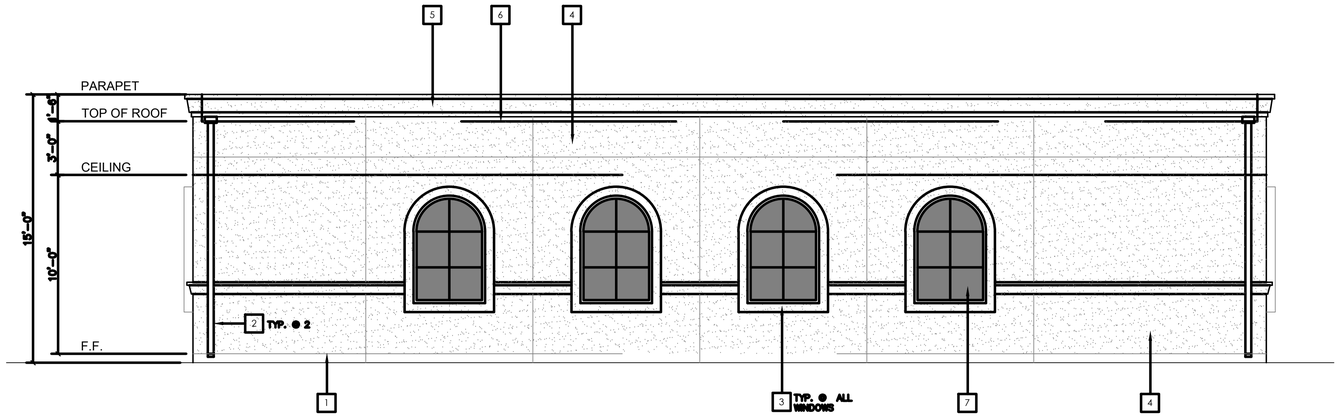
Phone: 949.727.9336

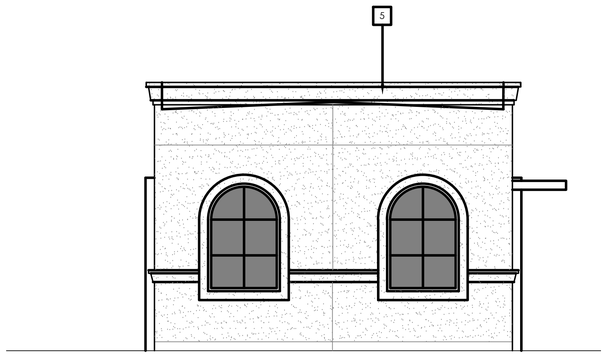
H:\WORK IN PROGRESS\SOLAR SITES\AVPA POWER\GABRIEL\CAD\SITE PLANS\SY7853 - STANDARD DETAILS.DWG



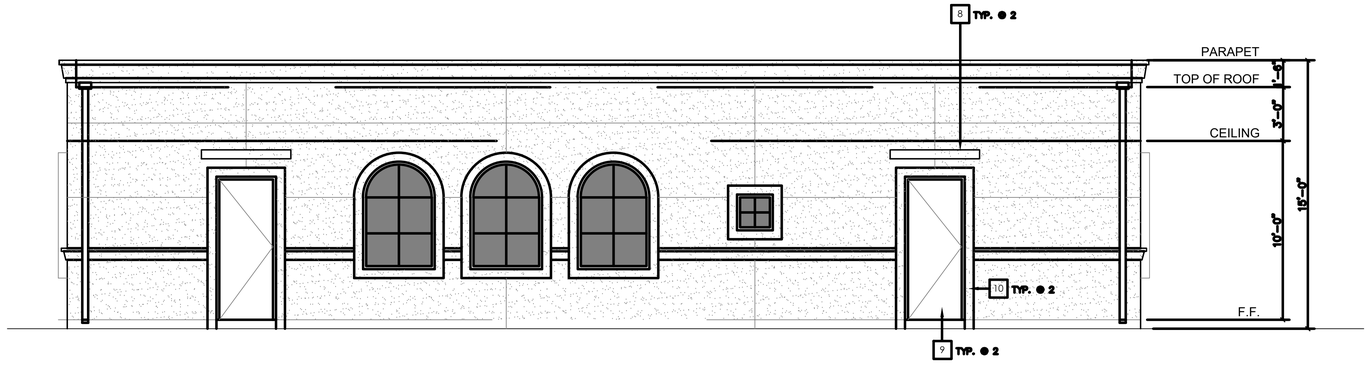
NORTH ELEVATION 1/4"= 1'-0"



WEST ELEVATION 1/4"= 1'-0"



SOUTH ELEVATION 1/4"= 1'-0"



EAST ELEVATION 1/4"= 1'-0"

JAN-31-2025

KEYNOTES

1	FLOOR LINE
2	DOWNSPOUT LOCATION
3	STUCCO WINDOW SURROUND
4	STUCCO FINISH
5	STUCCO CORNICE
6	LINE INDICATES ROOF PROJECTIOI
7	GLASS
8	DOOR AWNING
9	METAL DOOR
10	STUCCO DOOR SURROUND

SEAL:

PERMIT PLAN SET
NOT FOR
CONSTRUCTION

PROFESSIONAL ENGINEER:

DATE:

NO.	BY	DATE	REVISION	APP'D.

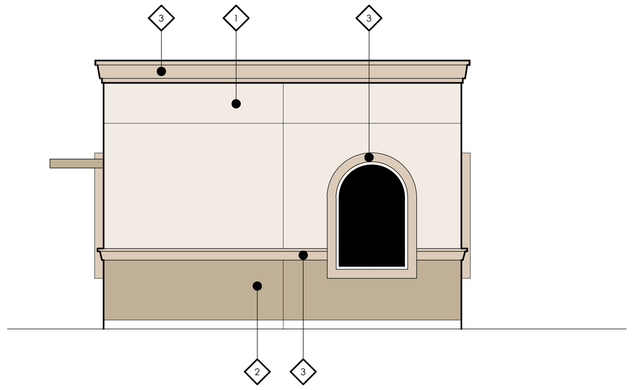
PROJECT:
SAN GABRIEL PROJECT
11801 DOMAIN BLVD, SUITE 450
AUSTIN, TX 78758

TITLE:
BUILDING EXTERIOR ELEVATIONS

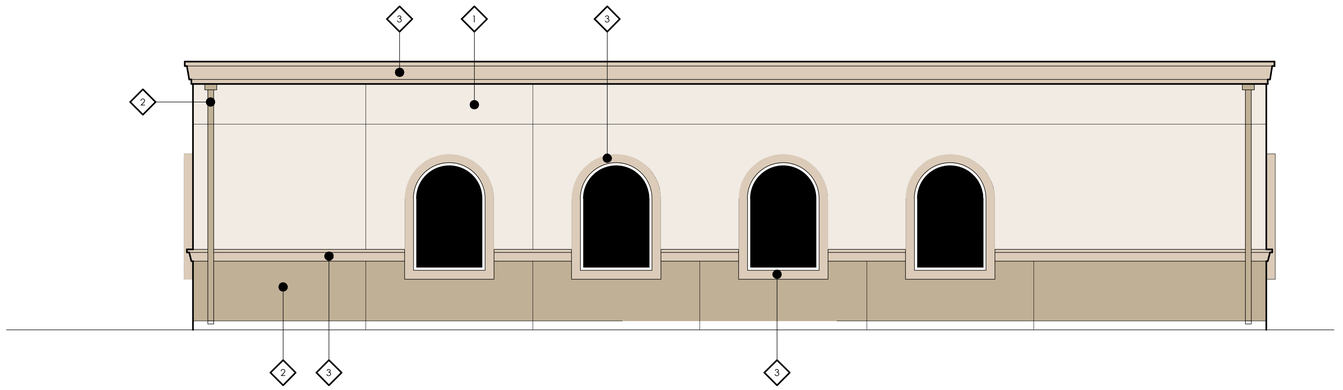
DRAWN BY:	ST	PROJECT NUMBER:	539464
CHECKED BY:	DG		
APPROVED BY:	SH		A-1.2
DATE:	10/13/25		

TRC
6 Executive Circle
Suite 200
Irvine, CA 92614
Phone: 949.727.9336

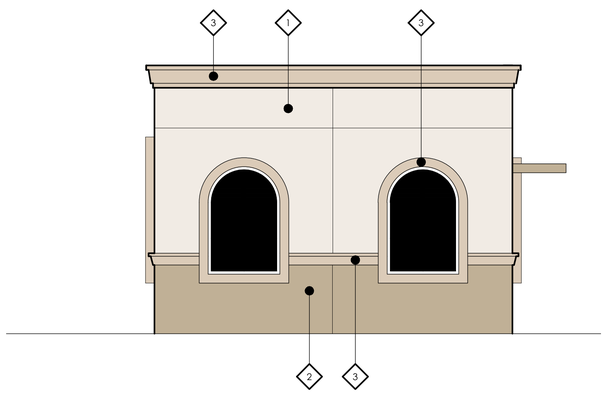
H:\WORK IN PROGRESS\SOLAR SITES\APPA POWER\GABRIEL\CAD\SITE PLANS\547853 – ARCHITECTURE PLANS.DWG



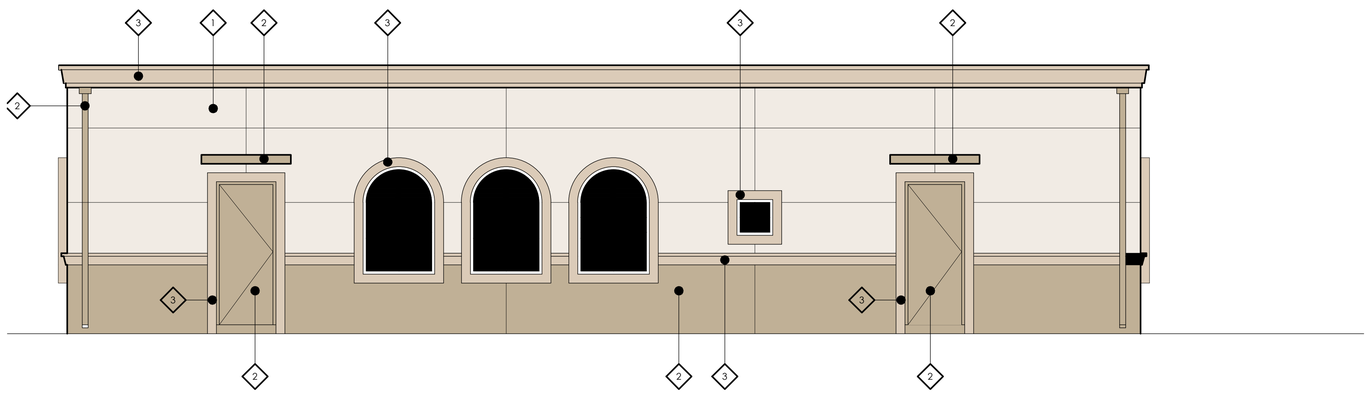
COLOR - NORTH ELEVATION 1/4"= 1'-0"



COLOR - WEST ELEVATION 1/4"= 1'-0"



COLOR - SOUTH ELEVATION 1/4"= 1'-0"



COLOR - EAST ELEVATION 1/4"= 1'-0"

EXTERIOR COLOR LEGEND
(DUNN EDWARDS PAINT OR EQUAL)

1. STUCCO WITH INTEGRAL COLOR
FIELD COLOR : **DE 6211 LIGHT BEIGE**
2. STUCCO WITH INTEGRAL COLOR
ACCENT COLOR : **DE 6214 PIGEON GRAY**
3. STUCCO WITH INTEGRAL COLOR
ACCENT COLOR : **DE 6058 THICK FOG**

SEAL:

PERMIT PLAN SET
NOT FOR
CONSTRUCTION

PROFESSIONAL ENGINEER:

DATE:

NO.	BY	DATE	REVISION	APP'D.

PROJECT:
SAN GABRIEL PROJECT
11801 DOMAIN BLVD, SUITE 450
AUSTIN, TX 78758

TITLE:
BUILDING EXTERIOR COLORS

DRAWN BY:	ST	PROJECT NUMBER:	539464
CHECKED BY:	DG		
APPROVED BY:	SH		A-1.3
DATE:	10/13/25		

JAN-31-2025

TRC
6 Executive Circle
Suite 200
Irvine, CA 92614
Phone: 949.727.9336

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APN NO: 8532-001-010

APN NO: 8532-004-025

EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES
INST NO: 1965-3866
BK D-3115, PG 384
REC DATE: 11/15/1965, O.R.

SAN GABRIEL RIVER FREEWAY (60S)

EX GUARDRAIL (TYP)

EX SCE METAL TOWER (TYP)

APN NO: 8532-003-805

APN NO: 8532-003-802

BUDMARK ROAD

LIVE OAK AVENUE

VALLEY CO WATER DIST
APN NO: 8532-002-904

APN NO: 8532-002-047
(51.448 AC)

APN NO: 8532-002-046
(18.936 AC)

NOTE: TALL FESCUE SEED SHALL BE SOWN IN THIS AREA OF APPROXIMATELY 15,173 SF

PROPOSED GROUND COVER

PROPOSED BATTERY ENCLOSURE (TYP)

PROPOSED FIRE WATER SUPPLY LINE

NOTE: TALL FESCUE SEED SHALL BE SOWN IN THIS AREA OF APPROXIMATELY 15,173 SF

STORAGE CONTAINER (TYP)

PROPOSED 10' DECORATIVE MASONRY WALL (SEE NOTE 3)

PROPOSED GROUND COVER

NOTE: TALL FESCUE SEED SHALL BE SOWN IN THIS AREA OF APPROXIMATELY 15,173 SF

14 PC
4 PD

APPROXIMATE 23' x 3' MONUMENT SIGN LOCATION

NOTE: APPROXIMATELY 54,828 SF OF OPEN SPACE SHALL BE FILLED IN NATURALLY AND RANDOMLY WITH THE FOLLOWING SHRUBS: 1,390 LITTLE JOHN, AND 1,390 FORTNIGHT LILLY. ADDITIONALLY FOR THE PERENNIAL GROUNDCOVER MIX, SMALL CAPE RUSH, DWARF MAT RUSH, DWARF YELLOW BUSH LANTANA, AND DEER GRASS SHALL BE FILLED IN NATURALLY AND RANDOMLY AS WELL. PLEASE SEE NOTES UNDER PLANTING SCHEDULE.

1 PD
1 LA

APPROXIMATE 14' DIAMETER FOUNTAIN LOCATION

3 PC
1 LA
2 CA
2 LA
1 PC
2 PC

PROPOSED SANITARY SEWER FORCE MAIN (BY OTHERS)

1 CA
1 LA
1 PC

RRM PROPERTIES LTD & RRM PROPERTIES TWO LTD
APN NO:
8532-002-017

RRM PROPERTIES LTD & RRM PROPERTIES TWO LTD
APN NO:
8532-002-023

RRM PROPERTIES LTD & RRM PROPERTIES TWO LTD
APN NO: 8532-002-024

SAN GABRIEL RIVER

LANDSCAPE NOTES:

1. **PLEASE REFERENCE UTILITY PROTECTION AND PLANT INSTALLATION GUIDELINES AND NOTES ON SHEET L-2.0 (LANDSCAPE DETAILS).**
2. **PROPOSED LANDSCAPING AREA TOTAL IS 10.09% OF PARCEL.**
3. **PERIMETER WALL TO BE RATED TO WITHSTAND A POTENTIAL BLAST IN ACCORDANCE WITH L.A. COUNTY FIRE DEPARTMENT REQUIREMENTS.**

LEGEND

- SITE PARCEL BOUNDARY/ LIMIT OF DISTURBANCE — PL
- OTHER PARCEL BOUNDARY — PL
- SPECIFIC PLAN BOUNDARY
- LANDSCAPED AREA
- EASEMENT LINE
- CENTERLINE
- SIDEWALK
- EDGE OF PAVEMENT / CURB LINE AND GUTTER
- EXISTING SIGN
- EXISTING STORM DRAIN MANHOLE
- EXISTING ELECTRIC MANHOLE
- EXISTING UTILITY POLE
- EXISTING SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING STREET LIGHT
- EXISTING UTILITY BOX
- UNKNOWN UTILITY
- OVERHEAD ELECTRIC — OE
- EXISTING UNDERGROUND ELECTRIC LINE — UE
- EXISTING TREE
- EXISTING TREELINE
- PROPOSED FIBER OPTIC LINE — FO
- PROPOSED OVERHEAD ELECTRIC LINE — OE
- BLAST RATED MASONRY WALL
- PROPOSED GRATE INLET / JUNCTION BOX
- PROPOSED CURB INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED STORM DRAIN LINE — SD
- PROPOSED FORCEMAIN (BY OTHERS) — FM
- PROPOSED FIRE WATER SUPPLY LINE — F
- PROPOSED FIRE HYDRANT
- PROPOSED GROUND COVER

NORTH

N

GRAPHIC SCALE

60' 0 60'

1" = 60'

SEAL:

PERMIT PLAN SET
NOT FOR CONSTRUCTION

PROFESSIONAL ENGINEER:

DATE:

NO.	BY	DATE	REVISION	APP'D.

PROJECT:
SAN GABRIEL PROJECT
11801 DOMAIN BLVD, SUITE 450
AUSTIN, TX 78758

TITLE:
OVERALL LANDSCAPE PLAN

DRAWN BY:	ST	PROJECT NUMBER:	539464
CHECKED BY:	DG		
APPROVED BY:	SH		L-1.0
DATE:	10/13/25		

TRC
6 Executive Circle
Suite 200
Irvine, CA 92614
Phone: 949.727.9336

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GENERAL LANDSCAPE AND SEEDING NOTES

1. THE LANDSCAPE PLAN AND DETAILS ARE FOR LANDSCAPING INFORMATION ONLY. PLEASE REFER TO THE SITE LAYOUT PLAN, GRADING PLAN AND/OR UTILITIES PLAN FOR ALL OTHER INFORMATION.

2. THE CONTRACTOR SHALL MONITOR AND GUARANTEE THAT ALL PLANTS, TREES, AND SHRUBS SHALL BE HEALTHY AND FREE OF DISEASE FOR A PERIOD OF (1) ONE YEAR AFTER SUBSTANTIAL COMPLETION AND ACCEPTANCE BY THE OWNER. CONTRACTOR SHALL REPLACE ANY DEAD OR UNHEALTHY PLANTS AT CONTRACTOR'S EXPENSE. FINAL ACCEPTANCE SHALL BE MADE IF ALL PLANTS MEET THE GUARANTEE REQUIREMENTS INCLUDING MAINTENANCE. MAINTENANCE RESPONSIBILITIES INCLUDE INVASIVE SPECIES MONITORING, REMOVAL, AND SUPPLEMENTAL PLANTING IF NEEDED. MONITORING OF THE PROJECT SITE FOR INVASIVE SPECIES SHALL OCCUR IN THE SPRING AND THE FALL TO DETERMINE THE PRESENCE OF INVASIVE SPECIES. SHOULD ANY INVASIVE SPECIES BE IDENTIFIED WITHIN THE PROJECT SITE, THE INVASIVE SPECIES SHALL BE REMOVED ACCORDING TO METHODS MOST LIKELY TO BE EFFECTIVE IN CONTROLLING THAT SPECIES AND REPLANTING WITH APPROPRIATE VEGETATION AND SEED MIX IDENTIFIED (AND APPROVED) ON THIS PLAN AND/OR AN APPROVED EQUAL. ADDITIONAL MAINTENANCE RESPONSIBILITIES INCLUDE: APPROVED CULTIVATING, SPRAYING, WEEDING, WATERING, TIGHTENING OF TREE STRAP GUYS, PRUNING, FERTILIZING, MULCHING, AND ANY OTHER OPERATIONS NECESSARY TO MAINTAIN PLANT VIABILITY. MAINTENANCE BY CONTRACTOR SHALL BEGIN IMMEDIATELY AFTER PLANTING AND CONTINUE UNTIL 90 DAYS AFTER FINAL ACCEPTANCE.

3. THE CONTRACTOR SHALL SUPPLY ALL LABOR, PLANTS, APPROVED SEEDING MIX, AND MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE WORK SHOWN ON THE DRAWING(S) AND LISTED IN THE PLANT SCHEDULE(S) AND/OR SEEDING TABLE(S). IN THE EVENT OF A DISCREPANCY BETWEEN QUANTITIES SHOWN IN THE PLANT SCHEDULE AND/OR SEEDING TABLE AND THOSE REQUIRED BY THE DRAWINGS, THE LARGER SHALL APPLY. ALL PLANTS SHALL BE ACCLIMATED BY THE SUPPLY NURSERY TO THE LOCAL HARDINESS ZONE AND BE CERTIFIED THAT THE PLANTING MATERIAL HAS BEEN GROWN FOR A MINIMUM OF (2) TWO YEARS AT THE SOURCE AND OBTAINED WITHIN 200 MILES OF PROJECT SITE UNLESS OTHERWISE APPROVED BY OWNER, CERTIFIED LANDSCAPE INSPECTOR, OR LANDSCAPE ARCHITECT.

4. THE LOCATIONS FOR PLANT MATERIAL ARE APPROXIMATE AND ARE SUBJECT TO FIELD ADJUSTMENT DUE TO SLOPE, VEGETATION, AND SITE FACTORS SUCH AS THE LOCATION OF ROCK OUTCROPS. PRIOR TO PLANTING THE CONTRACTOR SHALL ACCURATELY STAKE OUT THE LOCATIONS FOR ALL PLANTS. THE OWNER, CERTIFIED LANDSCAPE INSPECTOR, OR LANDSCAPE ARCHITECT SHALL APPROVE THE FIELD LOCATIONS OR ADJUSTMENTS OF THE PLANT MATERIAL.

5. ALL SHRUB AND GROUND COVER MASSING SHALL BE MULCHED TO A DEPTH OF 3" AND SHREDDED HARDWOOD BARK MULCH SHALL BE USED FOR SHRUB AND GROUND COVER MASSING AREAS UNLESS OTHERWISE SPECIFIED.

6. NO PLANT SHALL BE PLACED IN THE GROUND BEFORE GRADING HAS BEEN COMPLETED AND APPROVED BY THE OWNER, CERTIFIED LANDSCAPE INSPECTOR, OR LANDSCAPE CONTRACTOR. STAKING THE LOCATION OF ALL TREES AND SHRUBS SHALL BE COMPLETED PRIOR TO PLANTING FOR APPROVAL BY THE OWNER, CERTIFIED LANDSCAPE INSPECTOR, OR LANDSCAPE ARCHITECT. STAKING OF THE INSTALLED TREE MUST BE COMPLETED THE SAME DAY AS IT IS INSTALLED. ALL TREES SHALL BE STAKED OR GUYED AS PER THE DETAIL. SEE LANDSCAPING PLAN(S) FOR PLANTING DETAILS.

7. COORDINATE PLANT MATERIAL LOCATIONS WITH SITE UTILITIES. SEE SITE LAYOUT, GRADING AND/OR UTILITY PLANS FOR STORM, SANITARY, GAS, ELECTRIC, TELEPHONE AND WATER LINES. UTILITY LOCATIONS ARE APPROXIMATE. EXERCISE CARE WHEN DIGGING IN AREAS OF POTENTIAL CONFLICT WITH UNDERGROUND OR OVERHEAD UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE DUE TO CONTRACTOR'S NEGLIGENCE AND SHALL REPLACE OR REPAIR ANY DAMAGE AT CONTRACTOR'S EXPENSE.

8. LANDSCAPE PLANTING PITS MUST BE FREE DRAINING. PAVEMENT, COMPACTED SUBGRADE, AND BLASTED ROCK SHALL BE REMOVED TO A DEPTH OF 2' OR TO A GREATER DEPTH IF REQUIRED BY PLANTING DETAILS OR SPECIFICATIONS. REPLACE SOIL WITH MODERATELY COMPACTED LOAM OR SANDY LOAM FREE FROM STONES AND RUBBISH 1" OR GREATER IN DIAMETER AND ANY OTHER MATERIAL HARMFUL TO PLANT GROWTH AND DEVELOPMENT. PLANTING INSTALLATION SHALL BE AS DETAILED AND CONTAIN PLANTING MIX AS SPECIFIED UNLESS RECOMMENDED OTHERWISE BY SOIL ANALYSIS.

   PLANTING SOIL MIXTURE:
   2 PARTS PEAT MOSS
   5 PARTS TOPSOIL
   MYCORRHIZA INOCULANT – "TRANSPLANT 1–STEP" AS MANUFACTURED BY ROOTS, INC. OR APPROVED EQUAL.
   USE PER MANUFACTURER'S RECOMMENDATIONS FOR TREES AND SHRUBS.
   FERTILIZER/LIME APPLY AS RECOMMENDED BY SOIL ANALYSIS

- TREES, AND SHRUBS: TREES AND SHRUBS SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED AND HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCATION OF THE PROJECT. THEY SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY, WITH NORMAL HABIT OF GROWTH. THEY SHALL BE SOUND, HEALTHY, VIGOROUS, WELL–BRANCHED AND DENSELY FOLIATED WHEN IN LEAF. THEY SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS OR LARVAE. THEY SHALL HAVE HEALTHY AND WELL–DEVELOPED ROOT SYSTEMS. ALL TREES SHALL HAVE STRAIGHT SINGLE TRUNKS WITH THEIR MAIN LEADER INTACT UNLESS OTHERWISE STATED. THE OWNER, CERTIFIED LANDSCAPE INSPECTOR, OR LANDSCAPE ARCHITECT SHALL ONLY PERMIT SUBSTITUTIONS UPON WRITTEN APPROVAL. THEIR SIZES SHALL CONFORM TO THE MEASUREMENT SPECIFIED ON THE DRAWINGS. PLANTS LARGER THAN SPECIFIED ON THE DRAWINGS MAY BE USED IF APPROVED. THE USE OF SUCH PLANTS SHALL NOT INCREASE THE CONTRACT PRICE. ALL TREES AND SHRUBS SHALL BE MULCHED IN ACCORDANCE WITH THE RESPECTIVE PLANTING DETAIL(S) PROVIDED IN THE LANDSCAPING PLAN.

- ALL PRUNING SHALL CONFORM TO THE TREE CARE INDUSTRY ASSOCIATION (TCIA) ANSI A300 (PART 1) – 2017 PRUNING STANDARDS. PRUNING STANDARDS SHALL RECOGNIZE BUT, ARE NOT LIMITED TO, THE FOLLOWING PRUNING OBJECTIVES: MANAGE RISK, MANAGE HEALTH, DEVELOP STRUCTURE, PROVIDE CLEARANCE, MANAGE SIZE OR SHAPE, IMPROVE AESTHETICS, MANAGE PRODUCTION OF FRUIT, FLOWERS, OR OTHER PRODUCTS, AND/OR MANAGE WILDLIFE HABITAT. DEVELOPING STRUCTURE SHALL IMPROVE BRANCH AND TRUNK ARCHITECTURE, PROMOTE OR SUBORDINATE CERTAIN LEADERS, STEMS, OR BRANCHES; PROMOTE DESIRABLE BRANCH SPACING; PROMOTE OR DISCOURAGE GROWTH IN A PARTICULAR DIRECTION (DIRECTIONAL PRUNING); MINIMIZE FUTURE INTERFERENCE WITH TRAFFIC, LINES OF SIGHT, INFRASTRUCTURE, OR OTHER PLANTS; RESTORE PLANTS FOLLOWING DAMAGE; AND/OR REJUVENATE SHRUBS. PROVIDING CLEARANCE SHALL ENSURE SAFE AND RELIABLE UTILITY SERVICES; MINIMIZE CURRENT INTERFERENCE WITH TRAFFIC, LINES OF SITE, INFRASTRUCTURE, OR OTHER PLANTS; RAISE CROWN(S) FOR MOVEMENT OF TRAFFIC OR LIGHT PENETRATION; ENSURE LINES OF SIGHT OR DESIRED VIEWS; PROVIDE ACCESS TO SITES, BUILDINGS, OR OTHER STRUCTURES; AND/OR COMPLY WITH REGULATIONS.

- TOPSOIL SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 INCHES. CONTRACTOR SHALL SUBMIT TOPSOIL TO A CERTIFIED TESTING LABORATORY TO DETERMINE PH, FERTILITY, ORGANIC CONTENT AND MECHANICAL COMPOSITION. THE CONTRACTOR SHALL SUBMIT THE TEST RESULTS FROM REGIONAL EXTENSION OFFICE OF USDA TO THE OWNER, CERTIFIED LANDSCAPE INSPECTOR, OR LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL. CONTRACTOR SHALL INCORPORATE AMENDMENTS FOR GOOD PLANT GROWTH AND PROPER SOIL ACIDITY RECOMMENDED FROM THE TOPSOIL TEST.

- NO PHOSPHOROUS SHALL BE USED AT PLANTING TIME UNLESS SOIL TESTING HAS BEEN COMPLETED AND TESTED BY A HORTICULTURAL TESTING LAB AND SOIL TESTS SPECIFICALLY INDICATE A PHOSPHOROUS DEFICIENCY THAT IS HARMFUL, OR WILL PREVENT NEW LAWNS/GRASSES AND PLANTINGS FROM ESTABLISHING PROPERLY.

- IF SOIL TESTS INDICATE A PHOSPHOROUS DEFICIENCY THAT WILL IMPACT PLANT AND LAWN ESTABLISHMENT, PHOSPHOROUS SHALL BE APPLIED AT THE MINIMUM RECOMMENDED LEVEL PRESCRIBED IN THE SOIL TEST FOLLOWING ALL APPLICABLE STANDARDS, REQUIREMENTS, AND/OR REGULATIONS.

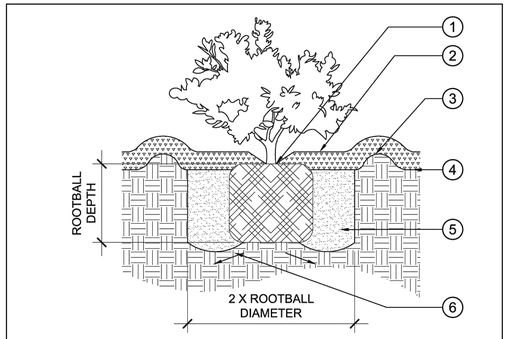
- ALL SLOPES GREATER THAN 3:1 RECEIVING A GRASS SEEDING MIXTURE SHALL BE COVERED WITH AN EROSION CONTROL BLANKET.

UTILITY PROTECTION AND PLANT INSTALLATION GUIDELINES AND NOTES

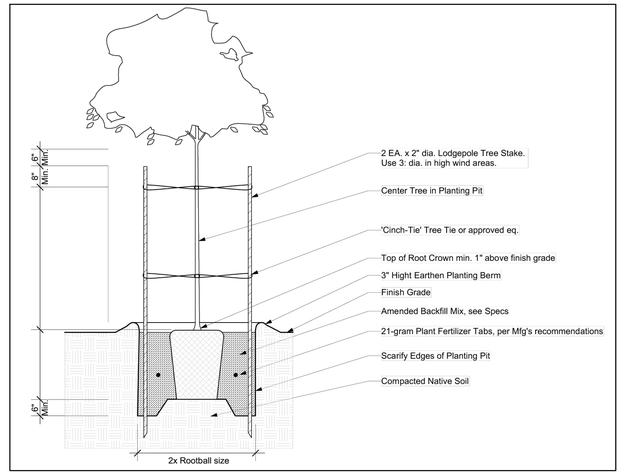
1. THIS LANDSCAPE PLAN IS SUBJECT TO CHANGE PENDING FINAL ENGINEERING DESIGN AND ASSUMES ALL NECESSARY MEASURES TO PREVENT UTILITY DAMAGE FROM LANDSCAPE PLANTINGS AND ROOT GROWTH WILL BE INCORPORATED IN THE FINAL DESIGN UTILIZING MEASURES SUCH AS ENCASEMENT OF UTILITIES, UTILITY BURIAL DEPTHS, OR OTHER APPROPRIATE DESIGN MEASURES FOR PROTECTION OF UTILITIES INSTALLED FOR THE PROJECT. ADDITIONALLY, TREE WELLS SHALL BE INSTALLED IN LOCATIONS WHERE TREES ARE PLANTED CLOSE TO UNDERGROUND UTILITIES AND THE NEED FOR REGULAR APPROPRIATE PRUNING METHODS SHALL BE TAKEN FOR TREES THAT ARE NEAR OVERHEAD POWER LINES, WALLS, AND ETC.

2. ALL PROPOSED VEGETATION SHALL BE INSTALLED AS NOTED IN ITEMS #1, #7, AND #8 (BULLET POINT 2) UNDER THE GENERAL LANDSCAPE AND SEEDING NOTES ON SHEET L–2.0.

3. PROPOSED VEGETATION NEAR THE PERIMETER WALL SHALL BE MAINTAINED REGULARLY AS NEEDED FOR SECURITY PURPOSES.



SHRUB PLANTING DETAIL
N.T.S.



TREE PLANTING DETAIL
N.T.S.

PLANT TOTAL

PALM TREES

SYMBOL	BOTANICAL NAME/ COMMON PLANT NAME	QUANTITY	SIZE	MATURE HEIGHT
PD	DATE PALM PHOENIX DACTYLIFERA	8	MIN. 15 GAL. MIN. BROWN TRUNK HT. OF 6'	50'-80' HT.

DECIDUOUS AND EVERGREEN TREES

SYMBOL	BOTANICAL NAME/ COMMON PLANT NAME	QUANTITY	SIZE	MATURE HEIGHT
CA	CUPANIOPSIS ANACRADIODES CARROTWOOD TREE	3	MIN.15 GAL.	15'-25' HT.
LA	LAGERSTROEMIA 'MUSKOGEE' CRAPE MYRTLE	5	MIN.15 GAL.	15'-25' HT.
PC	PYRUS CALLERYANA ORNAMENTAL PEAR	21	MIN. 15 GAL.	30'-50' HT.

SHRUBS

SYMBOL	BOTANICAL NAME/ COMMON PLANT NAME	QUANTITY	ROOT	MATURE HEIGHT
CS	CALLISTEMON LITTLE JOHN	1,390	#3/5 CONT.	3'-5' HT.
DB	DIETES BICOLOR FORTNIGHT LILY	1,390	#3/5 CONT.	2'-4' HT.

RECOMMENDED GROUND COVERS TO BE UTILIZED

SYMBOL	BOTANICAL NAME/ COMMON PLANT NAME	QUANTITY	ROOT	MATURE HEIGHT
CT	CHONDROPETALUM TECTRORUM SMALL CAPE RUSH	SEE NOTE #1 BELOW.	#1 CONT.	2'-3' HT.
FA	FESTUCA ARUNDINACEA TALL FESCUE	APPROX. 26,141 SF	N/A (SEED MIX)	2'-3' HT.
LL	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH	SEE NOTE #1 BELOW.	#1 CONT.	2'-3' HT.
LM	LANTANA M. 'DWARF YELLOW' DWARF YELLOW BUSH LANTANA		#1 CONT.	1'-2' HT.
MR	MUHLENBERGIA RIGENS DEER GRASS		#1 CONT.	3'-5' HT.

NOTE:
1. ALL SHRUBS AND PERENNIAL GROUND COVER PLANT TOTALS SHALL BE A RANDOM EVENLY MIXED THROUGHOUT AS INDICATED AND/OR CALL OUT ON THE PLANS TO CREATE A NATURALISTIC AND AESTHETICALLY PLEASING PLANTING SCHEME. THE PLACEMENT OF EXACT PLANTING LOCATIONS SHALL BE DETERMINED DURING THE FINAL DESIGN PHASE AND CONFIRMED PRIOR TO INSTALLATION PER ITEM #6 IN THE GENERAL LANDSCAPE AND SEEDING NOTES.
2. MATURE HEIGHTS AND WIDTHS OF ALL GROUND COVER PLANT SPECIES SHALL BE CONSIDERED AS IT PERTAINS TO ALL PROPOSED PLANTINGS.

OVERALL GRAND PLANTING LEGEND AND TOTAL

SEAL:

PERMIT PLAN SET NOT FOR CONSTRUCTION

PROFESSIONAL ENGINEER:

DATE:

NO.	BY	DATE	REVISION	APP'D.

PROJECT:
SAN GABRIEL PROJECT
11801 DOMAIN BLVD, SUITE 450
AUSTIN, TX 78758

TITLE:
LANDSCAPE DETAILS

DRAWN BY:	ST	PROJECT NUMBER:	539464
CHECKED BY:	DG		
APPROVED BY:	SH		L-2.0
DATE:	10/13/25		

TRC
6 Executive Circle
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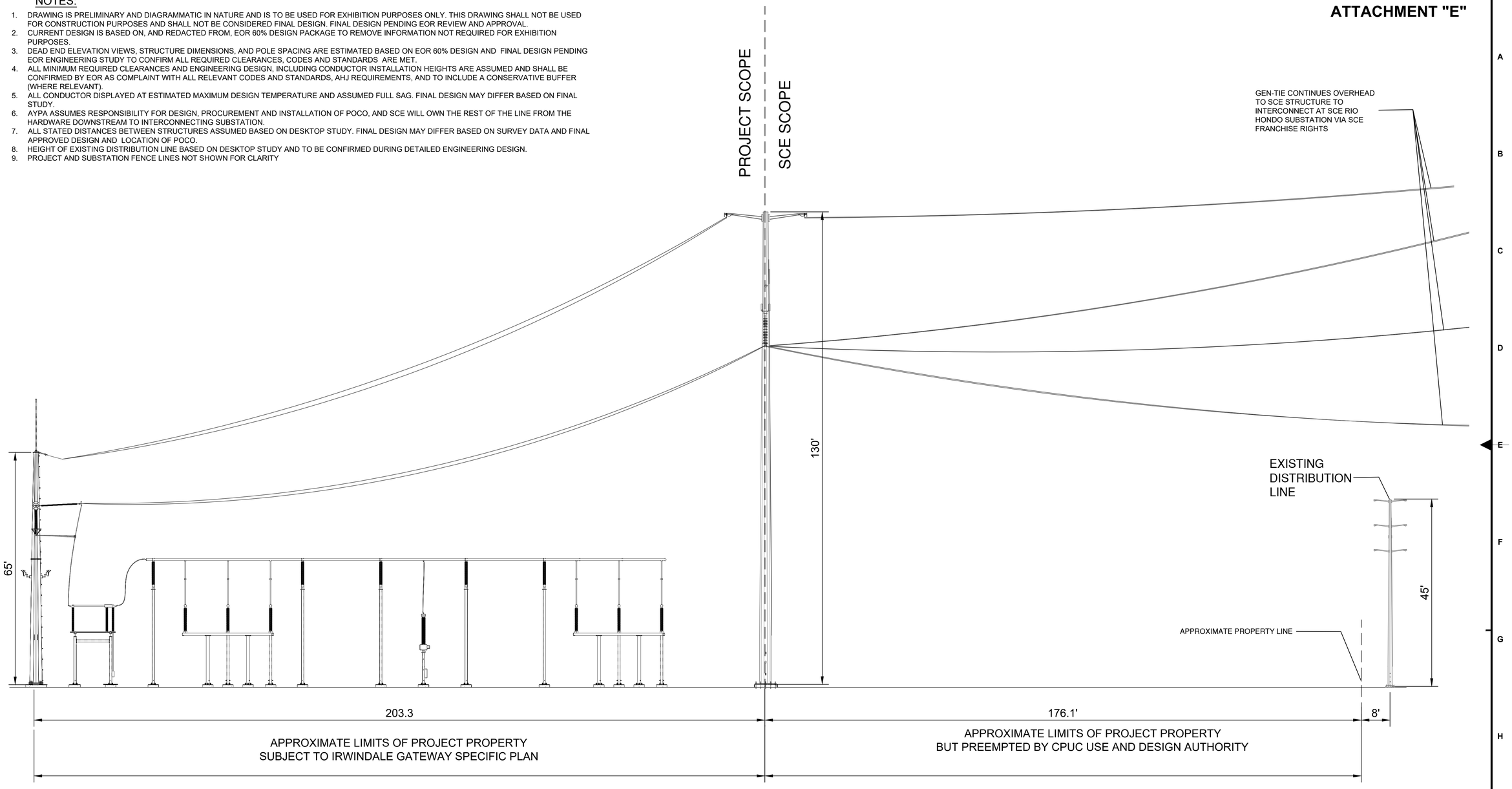
Irvine, CA 92614
Phone: 949.727.9336

H:\WORK IN PROGRESS\SOLAR SITES\APPA POWER\GABRIEL\CAD\SITE PLANS\543763 - LANDSCAPING.DWG

NOTES:

1. DRAWING IS PRELIMINARY AND DIAGRAMMATIC IN NATURE AND IS TO BE USED FOR EXHIBITION PURPOSES ONLY. THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION PURPOSES AND SHALL NOT BE CONSIDERED FINAL DESIGN. FINAL DESIGN PENDING EOR REVIEW AND APPROVAL.
2. CURRENT DESIGN IS BASED ON, AND REDACTED FROM, EOR 60% DESIGN PACKAGE TO REMOVE INFORMATION NOT REQUIRED FOR EXHIBITION PURPOSES.
3. DEAD END ELEVATION VIEWS, STRUCTURE DIMENSIONS, AND POLE SPACING ARE ESTIMATED BASED ON EOR 60% DESIGN AND FINAL DESIGN PENDING EOR ENGINEERING STUDY TO CONFIRM ALL REQUIRED CLEARANCES, CODES AND STANDARDS ARE MET.
4. ALL MINIMUM REQUIRED CLEARANCES AND ENGINEERING DESIGN, INCLUDING CONDUCTOR INSTALLATION HEIGHTS ARE ASSUMED AND SHALL BE CONFIRMED BY EOR AS COMPLAINT WITH ALL RELEVANT CODES AND STANDARDS, AHJ REQUIREMENTS, AND TO INCLUDE A CONSERVATIVE BUFFER (WHERE RELEVANT).
5. ALL CONDUCTOR DISPLAYED AT ESTIMATED MAXIMUM DESIGN TEMPERATURE AND ASSUMED FULL SAG. FINAL DESIGN MAY DIFFER BASED ON FINAL STUDY.
6. AYPA ASSUMES RESPONSIBILITY FOR DESIGN, PROCUREMENT AND INSTALLATION OF POCO, AND SCE WILL OWN THE REST OF THE LINE FROM THE HARDWARE DOWNSTREAM TO INTERCONNECTING SUBSTATION.
7. ALL STATED DISTANCES BETWEEN STRUCTURES ASSUMED BASED ON DESKTOP STUDY. FINAL DESIGN MAY DIFFER BASED ON SURVEY DATA AND FINAL APPROVED DESIGN AND LOCATION OF POCO.
8. HEIGHT OF EXISTING DISTRIBUTION LINE BASED ON DESKTOP STUDY AND TO BE CONFIRMED DURING DETAILED ENGINEERING DESIGN.
9. PROJECT AND SUBSTATION FENCE LINES NOT SHOWN FOR CLARITY

ATTACHMENT "E"



GABRIEL DEAD END ELEVATION

GABRIEL POCO

GEN-TIE ELEVATION

N.T.S.

PRELIMINARY - NOT FOR CONSTRUCTION

aypa A BLACKSTONE PORTFOLIO COMPANY

DESIGNED	DETAILED
CEKR	CEKR

GABRIEL BESS
GEN-TIE ROUTE

MW	—	MWhr
DWG	—	REV
DATE		

September 24, 2025

ATTACHMENT "F"

City of Irwindale
Irwindale, CA 91706

Subject: Southern California Edison Findings Justifying an Overhead Design of 220kV Generation Tie Line – Gabriel Battery Energy Storage System (BESS)

Dear City of Irwindale Planning Division,

Southern California Edison (SCE) respectfully submits this response to the City of Irwindale's July 30, 2025, letter regarding the proposed overhead design for the 220kV generation tie line associated with the Gabriel Battery Energy Storage System (BESS). We understand the City's interest in exploring underground alternatives. After review, SCE has determined that an overhead configuration of the 220kv transmission line is required and offers the following findings justifying the requirement for an overhead configuration:

Thermal and Ampacity Constraints

Underground cables are more prone to thermal buildup. Faults can cause localized heating that damages insulation and surrounding duct banks, complicating fault detection and requiring cable ampacity derating, which negatively impacts system performance and interferes with the operation of utility facilities.

Construction Complexity

Underground installation requires extensive civil work, including several 30' x 6' duct banks, manholes, and vaults, which would disrupt traffic, pedestrian rights-of-way, and local infrastructure. Existing third-party underground utilities would need to be relocated, adding complexity and cost.

Restoration and Access Limitations - **Underground Systems**

Underground faults are significantly more difficult to detect and repair than overhead faults, often resulting in longer outage durations. Restoration of high-voltage underground faults—such as those in 220kV systems—can take weeks to months, due to the need for excavation, permitting, coordination with other utilities, and environmental constraints. In contrast, overhead faults are typically resolved within hours to days.

The proposed underground system would be buried beneath roads, sidewalks, and other infrastructure, requiring traffic control, civil excavation, and municipal coordination to access faulted segments. These requirements introduce logistical complexity and further extend outage timelines.

Additionally, working within confined underground vaults or manholes presents serious safety risks, including potential gas accumulation, electrical hazards, and limited egress, which complicate emergency response and worker safety.

Design Standards

SCE does not currently have design standards for underground 220kV transmission lines. Proceeding without these standards would introduce significant design risks and uncertainties.

Cost Considerations

Underground 220kV lines can cost 3 to 5 times more than overhead construction, significantly impacting both project economics and ratepayer protections.

Land Rights

SCE may need to acquire a new underground easement from the city in lieu of relying on existing franchise rights due to the nature and complexity of the infrastructure.

Regulatory Context

The 220kV transmission line extending from the BESS project site over the City right of way is part of SCE electric facilities upon completion and connection to the SCE substation. The construction, operation, and maintenance of SCE electric facilities is governed by the California Public Utilities Commission (CPUC) through General Order 131-E which holds that, “local jurisdictions acting pursuant to local authority are preempted from regulating electric power line projects, distribution lines, substations, or electric facilities constructed by public utilities subject to the Commission’s jurisdiction.”

Conclusion

In light of the regulatory, technical, environmental, and financial considerations outlined above, Southern California Edison (SCE) has determined that the overhead design for the 220kV generation tie line associated with the Gabriel Project is the most necessary, practical and cost-effective solution and is therefore the required design. The overhead configuration not only aligns with existing design standards and regulatory requirements but also mitigates the

significant design and safety risks as well as operational and cost impacts associated with underground installations. We appreciate the City of Irwindale's interest in exploring alternatives and remain committed to working collaboratively to ensure the successful completion of this critical infrastructure project.

Sincerely,

Dalton Cobb
Senior Project Manager
Transmission & Distribution | Major Projects Organization
T. 909-274- 3194| PAX 63194|C. 626-278-4975
3 Innovation Way | 2nd Floor | Pomona, CA 91768

Brandi Jones

ATTACHMENT "G"

From: Marilyn Simpson
Sent: Monday, October 6, 2025 12:08 PM
To: Brandi Jones
Cc: Theresa Olivares
Subject: FW: Request for Water Line Maps - Live Oak Ave
Attachments: 10062025_Go gle Maps.pdf

From: Luis Pimentel <lpimentel@IrwindaleCA.gov>
Sent: Monday, October 6, 2025 10:51 AM
To: Marilyn Simpson <msimpson@IrwindaleCA.gov>
Subject: FW: Request for Water Line Maps - Live Oak Ave

Hi Marilyn,

Attached are the maps of the water lines that are on Live Oak Ave by Gateway. The clearest map would be the page 4 of the attached PDF. The blue lines shown on there are the locations of the water lines. Please note that the water company said these are "for information only. Distances and locations may be distorted and not suitable for legal, engineering, or surveying purposes"

I asked Valley County Water if they knew the depths of the lines but they stated that we would need to pothole to verify. Looks like this is the best they can offer.

I reached out to So Cal Gas and am waiting to hear back from them. Once we receive those, I'll forward them over to you.

Thank you,

Luis Pimentel, E.I.T.
Associate Engineer | Public Works Engineering
City of Irwindale
5050 N. Irwindale Avenue, Irwindale, CA 91706
Office: (626) 430-2259

From: Raquel White <rwhite@vcwd.org>
Sent: Monday, October 6, 2025 8:51 AM
To: Luis Pimentel <lpimentel@IrwindaleCA.gov>; Miguel Caballero <MCaballero@vcwd.org>
Cc: Raquel White <rwhite@vcwd.org>
Subject: RE: Request for Water Line Maps - Live Oak Ave

Luis.
You would need to pothole to learn the depth of the lines.
Thank you,
Raquel

"To appreciate the beauty of a snowflake it is necessary to stand out in the cold."

-ARISTOTLE

Raquel White /Operations Coordinator
Valley County Water District
5121 Lante St. | Baldwin Park, CA 91706
Phone: 626.338.7301 ext.254

From: Luis Pimentel <lpimentel@IrwindaleCA.gov>
Sent: Monday, October 6, 2025 8:48 AM
To: Raquel White <rwhite@vcwd.org>; Miguel Caballero <MCaballero@vcwd.org>
Subject: RE: Request for Water Line Maps - Live Oak Ave

Hi Raquel,

Thank you for the maps.

By any chance, does VCWD know how deep these lines are?

Thank you,

Luis Pimentel, E.I.T.
Associate Engineer | Public Works Engineering
City of Irwindale
5050 N. Irwindale Avenue, Irwindale, CA 91706
Office: (626) 430-2259
OFFICE HOURS: Monday through Thursday 8:00AM to 6:00PM

From: Raquel White <rwhite@vcwd.org>
Sent: Monday, October 6, 2025 8:46 AM
To: Luis Pimentel <lpimentel@IrwindaleCA.gov>; Miguel Caballero <MCaballero@vcwd.org>
Cc: Raquel White <rwhite@vcwd.org>
Subject: RE: Request for Water Line Maps - Live Oak Ave

Luis.
Attached are the requested As Built for Live Oak Ave.
Please note these are for information only. Distances and locations may be distorted and not suitable for legal, engineering, or surveying purposes.

Thank you,
Raquel

"TO APPRECIATE THE BEAUTY OF A SNOWFLAKE IT IS NECESSARY TO STAND OUT IN THE COLD."
-ARISTOTLE

Raquel White /Operations Coordinator
Valley County Water District
5121 Lante St. | Baldwin Park, CA 91706
Phone: 626.338.7301 ext.254

From: Luis Pimentel <lpimentel@IrwindaleCA.gov>
Sent: Monday, October 6, 2025 8:17 AM
To: Miguel Caballero <MCaballero@vcwd.org>; Raquel White <rwhite@vcwd.org>
Subject: Request for Water Line Maps - Live Oak Ave
Importance: High

Good morning,

The City is requesting any maps for water lines located on Live Oak Ave in the highlighted area on the attached map. We are doing investigative work for a future project that would include trenching.

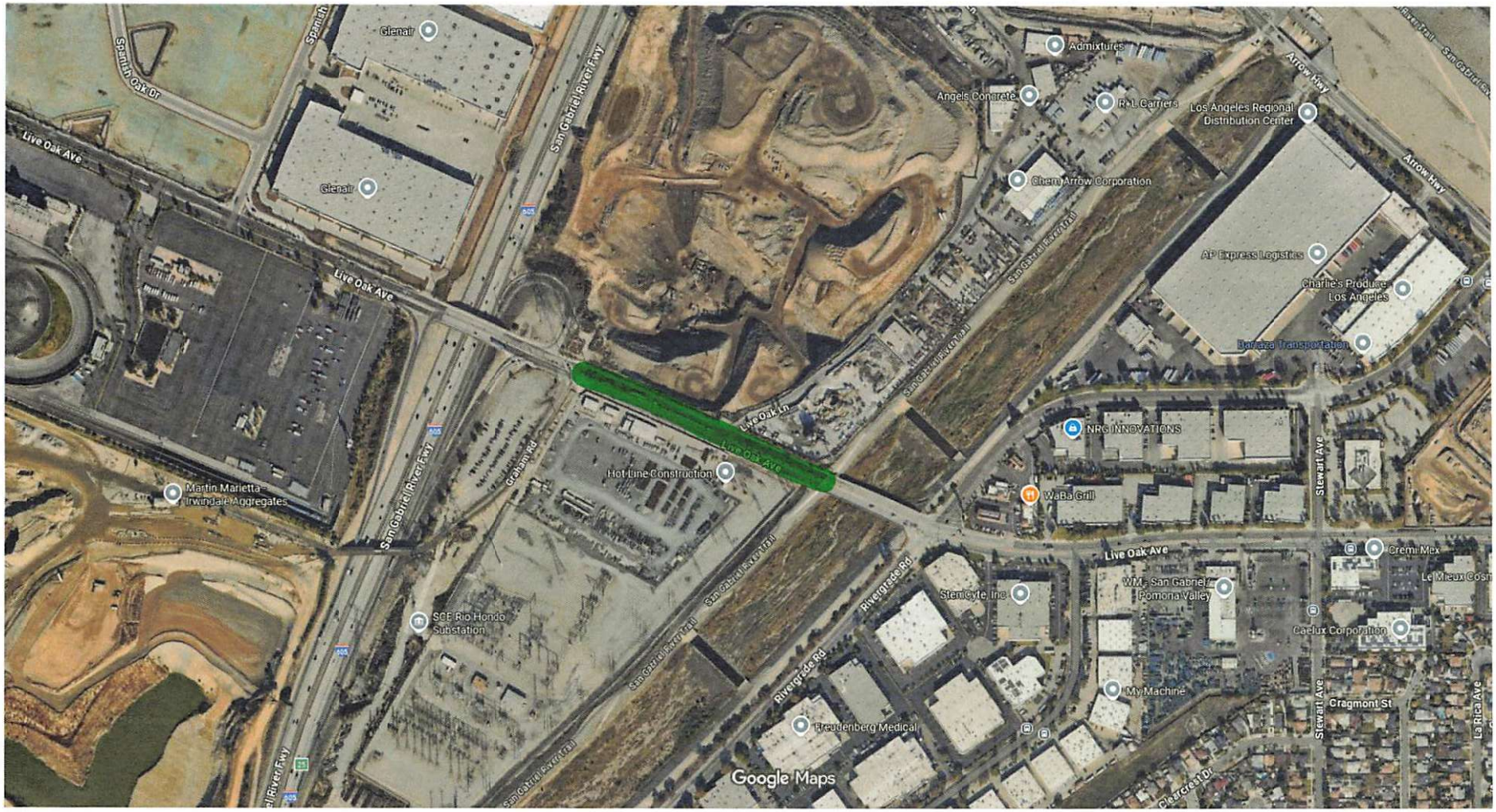
Not sure if you are the right person to reach out to on this but any information you could give would be greatly appreciated!

Please let me know if you have any questions.

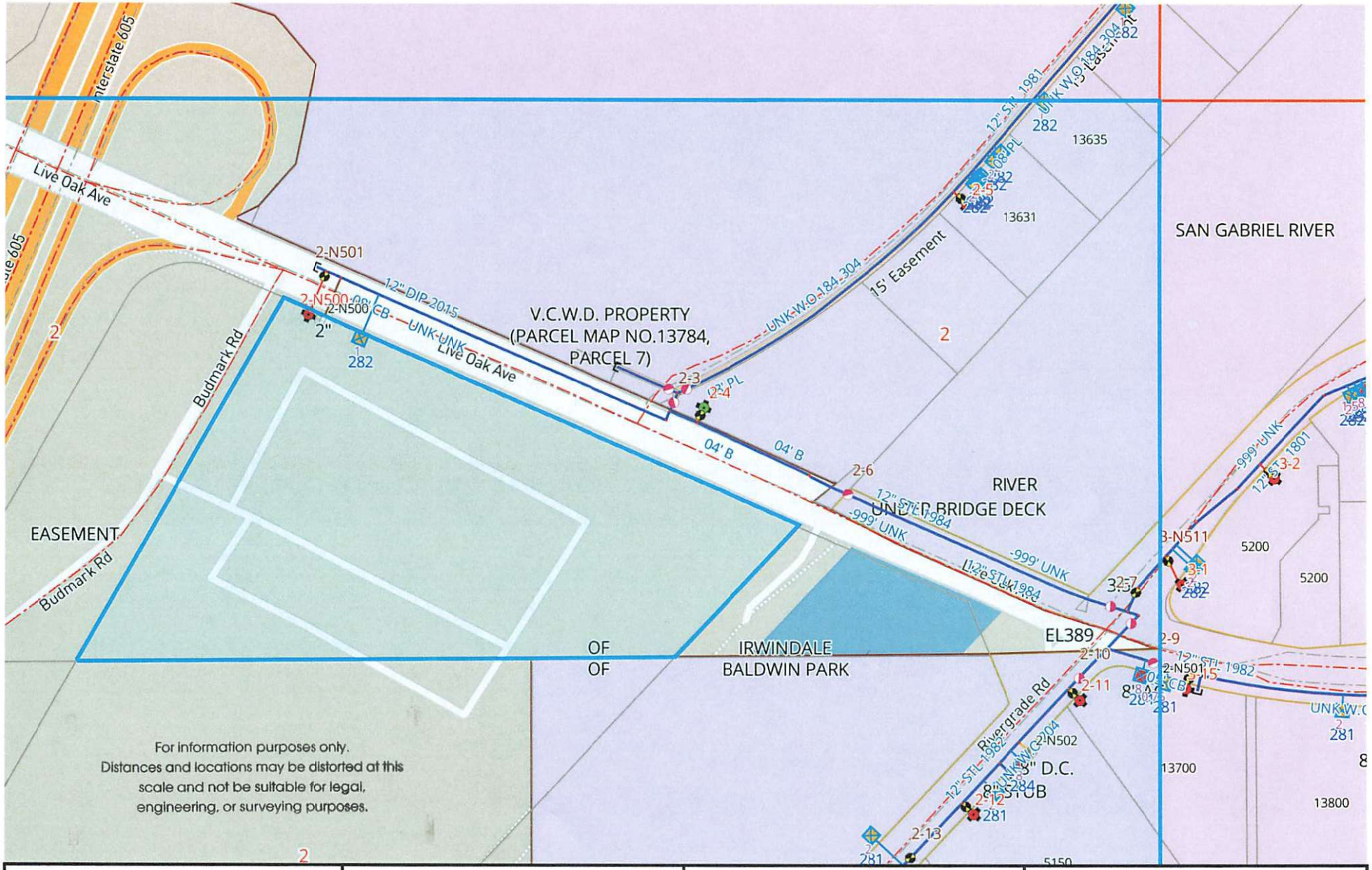
Thank you,

Luis Pimentel, E.I.T.
Associate Engineer | Public Works Engineering
City of Irwindale
5050 N. Irwindale Avenue, Irwindale, CA 91706
Office: (626) 430-2259
OFFICE HOURS: Monday through Thursday 8:00AM to 6:00PM

Google Maps

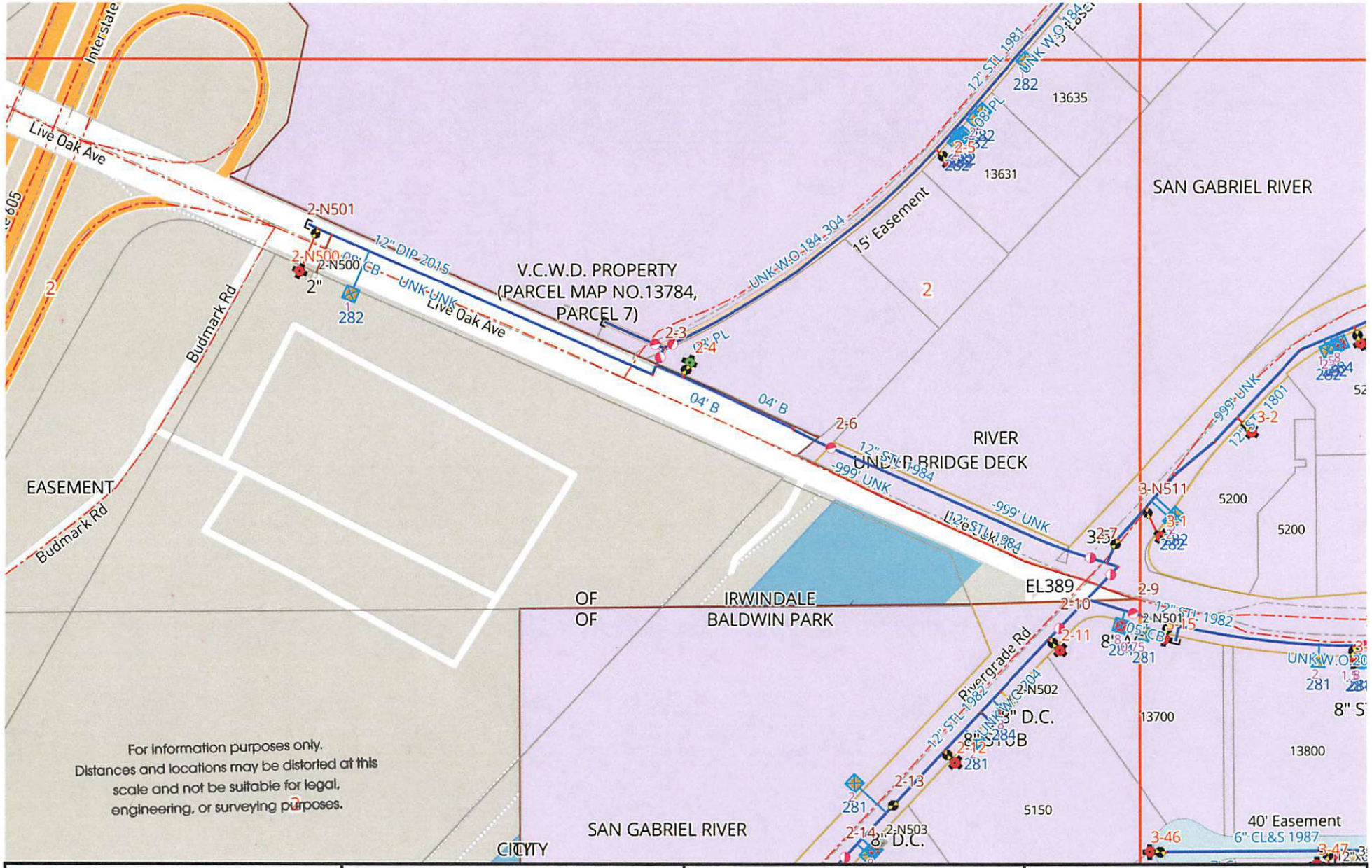


Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 200 ft



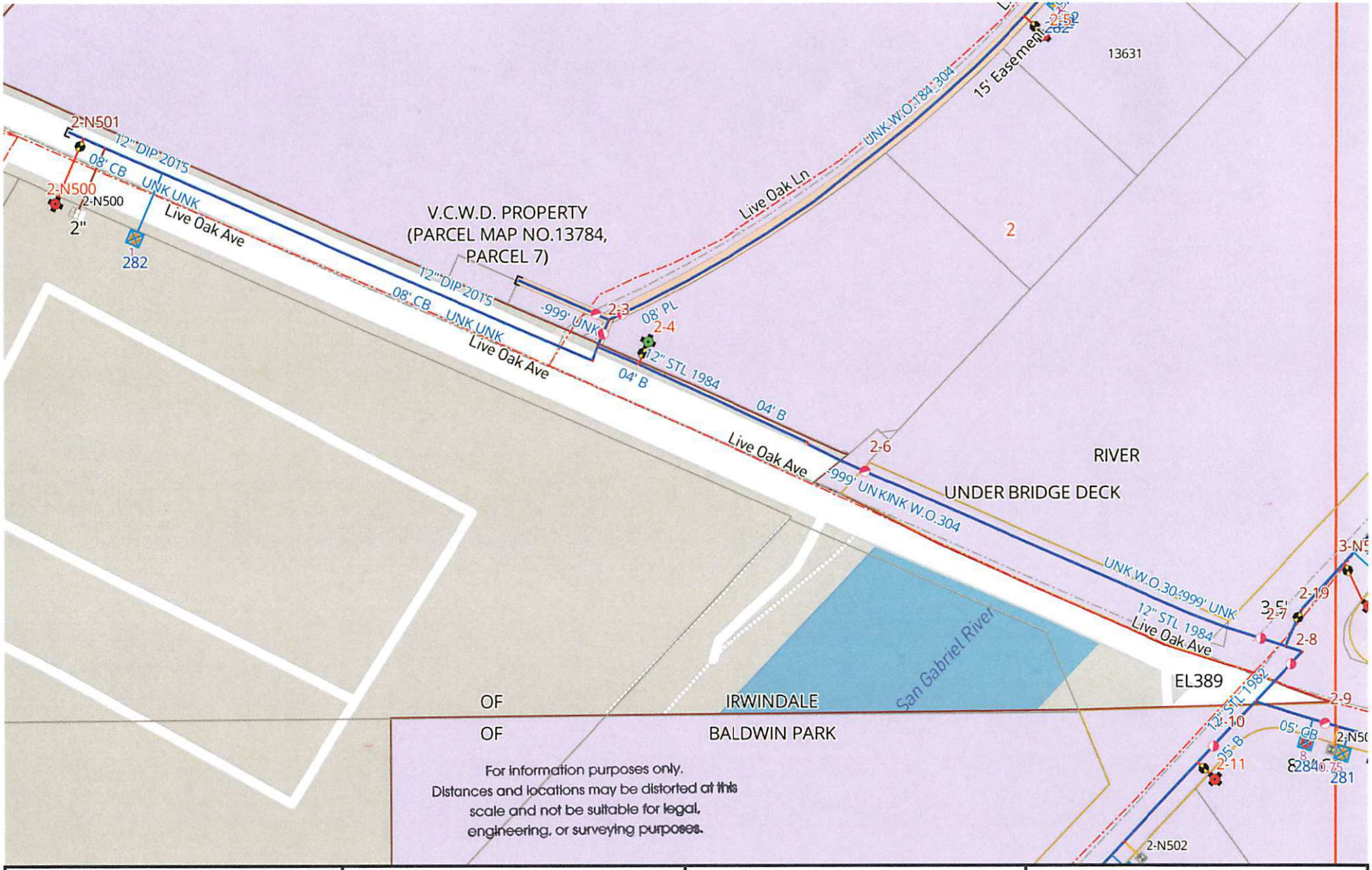
1" = 261 ft	Live Oak Ave	10/06/2025	

This map may represent a visual display of related geographic information. Data provided here is not a guarantee of actual field conditions. To ensure complete accuracy, please contact the responsible staff for the most up-to-date information.



1" = 265 ft	Live Oak Ave	10/06/2025	

This map may represent a visual display of related geographic information. Data provided here is not a guarantee of actual field conditions. To ensure complete accuracy, please contact the responsible staff for the most up-to-date information.



1" = 174 ft	Live Oak Ave	10/06/2025	

This map may represent a visual display of related geographic information. Data provided here is not a guarantee of actual field conditions. To ensure complete accuracy, please contact the responsible staff for the most up-to-date information.

Southern California
Gas Company

1981 W. Lugonia Avenue
Redlands, Ca 92374-9720

Mailing Address:
PO Box 3003, SC8031
Redlands, CA 92373-0306

ATTACHMENT "H"

October 8, 2025

Planning Division
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Re: SoCalGas Comments Regarding Aypa Power's Overhead Generation Tie-Line Request – Gabriel Battery Energy Storage Project

City of Irwindale Planning Division:

SoCalGas has reviewed Aypa Power's proposed Gabriel Battery Energy Storage Project and identified the location where the proposed 220 kV electrical tie-line would intersect an existing 8-inch High Pressure (HP) SoCalGas natural gas pipeline along Live Oak Avenue in Irwindale, CA. SoCalGas' review of the project scope and field data indicates a low risk of interference with our Cathodic Protection.

In addition, the existing 8-inch gas main is classified as a HP line and therefore a high-priority substructure. The greatest risk to SoCalGas pipeline facilities is third-party dig-ins, particularly around HP lines. For this reason, SoCalGas Distribution is in alignment with an aboveground installation of the proposed 220kV electrical tie-line rather than an underground installation to reduce excavation-related risks and help maintain the safety and integrity of HP facilities critical to SoCalGas operations.

Sincerely,

Dustin Tomlinson

Dustin Tomlinson
Planning Gas Operations
SoCalGas

Brandi Jones

ATTACHMENT "I"

From: Vanettes, William <WVanettes@socalgas.com>
Sent: Monday, October 6, 2025 3:51 PM
To: Serrano, Angelica
Cc: Luis Pimentel
Subject: RE: Request for Gas Line Maps - Live Oak Ave

Good afternoon. Sure can, the email below is the email to request our atlas prints . That is the only way nonemployees can get our prints and I believe there is a small charge per print.
scgseregionredlandsutilityrequest@semprautilities.com

this is all High Pressure gas on that street and should have SCG stand by for any work within 20' of any high pressure line. Call 811 to verify location. Rough sketch below is essentially what our print looks like if you wanted a general idea.

25' north of center line
Live Oak Ave
Live Oak Ave
5' north of property line
Graham Rd
Live Oak Ave
8" High Pressure
Live Oak Ave
4" High Pressure
Live Oak Ln
44' North of P/L
Hot Line Construction

From: Serrano, Angelica <ASerrano@socalgas.com>
Sent: Monday, October 6, 2025 9:00 AM
To: Vanettes, William <WVanettes@socalgas.com>
Cc: Luis Pimentel <lpimentel@irwindaleca.gov>
Subject: FW: Request for Gas Line Maps - Live Oak Ave
Importance: High

Good morning William
Could you assist the City of Irwindale by providing a map of our gas lines on Live Oak Avenue? If not, could you please let me know who can help with this?

Thank you
Angie Serrano

From: Luis Pimentel <lpimentel@IrwindaleCA.gov>
Sent: Monday, October 6, 2025 8:16 AM
To: Aguirre, Phillip M <PAguirr1@socalgas.com>; Serrano, Angelica <ASerrano@socalgas.com>
Subject: [EXTERNAL] Request for Gas Line Maps - Live Oak Ave
Importance: High

Good morning,

The City is requesting any maps for gas lines located on Live Oak Ave in the highlighted area on the attached map. We are doing investigative work for a future project that would include trenching.

Not sure if you are the right person to reach out to on this but any information you could give would be greatly appreciated!

Please let me know if you have any questions.

Thank you,

Luis Pimentel, E.I.T.
Associate Engineer | Public Works Engineering
City of Irwindale
5050 N. Irwindale Avenue, Irwindale, CA 91706
Office: (626) 430-2259
OFFICE HOURS: Monday through Thursday 8:00AM to 6:00PM

Westwood

10170 Church Ranch Way, Ste 201
Westminster, CO 80021

main (720) 531-8350

ATTACHMENT "J"

MEMORANDUM

Date: October 1, 2025

Re: **Findings in Support of Overhead Generation Tie-Line Variance - Gabriel Battery Energy Storage System (BESS)**

File 0060332.01

To: City of Irwindale, Planning Division

From: Brandon Farrell, Director, Transmission Engineering - Westwood

City of Irwindale Planning Division:

Westwood respectfully submits these findings (Findings) in support of the generation tie-line (gen-tie) variance request for the Gabriel Battery Energy Storage System (BESS) project. The Findings demonstrate that an overhead transmission design across Live Oak Avenue in the City of Irwindale, California is the sole feasible and safe design option, required to achieve reliable interconnection and ensure compliance with applicable municipal and state standards.

Westwood is a multi-disciplinary engineering firm, established in 1972, with decades of experience in overhead and underground transmission lines. Our team of Civil, Electrical, and Mechanical engineers have supported projects for investor-owned-utilities, municipalities, and developers of Wind, Solar, and BESS assets throughout the country, including in the state of California. Through the various services at Westwood, we are well versed in all facets of these projects at all stages of the project lifecycle, from preliminary planning to execution of construction. We are confident in our assessment of the Live Oak Avenue crossing and the concerns with approaching this crossing using an underground circuit.

The technical and engineering findings confirm that undergrounding the Gabriel BESS gen-tie across Live Oak Avenue is not a feasible or consistent design option under applicable standards. Both underground and overhead approaches would require structures exceeding 65 feet in height, with undergrounding introducing added design and construction complications, including either jack-and-bore pits or open trenches with extended road closures. The underground option also introduces utility conflicts, future risks to contractors working on those utilities, ADA compliance cocnerns, and significant public disruption. By contrast, an overhead crossing aligns with existing utility infrastructure in the corridor, ensures compliance with the Irwindale Specific Plan, Municipal Code, and electrical safety standards, and minimizes both construction impacts and long-term maintenance risks. Westwood's Findings—together with those submitted by Southern California

Westwood

10170 Church Ranch Way, Ste 201
Westminster, CO 80021

main (720) 531-8350

MEMORANDUM

Edison (SCE)—demonstrate that approval of the requested variance is necessary for the Gabriel BESS to proceed safely, efficiently, and in full consistency with Irwindale Zoning Code §17.32.06.

Westwood

10170 Church Ranch Way, Ste 201
Westminster, CO 80021

main (720) 531-8350

MEMORANDUM

Findings

1. Exceptional or Extraordinary Circumstances

There is currently significant overhead electrical infrastructure in and around the properties in question for the crossing of Live Oak Avenue. These lines range from low-voltage distribution lines to high-voltage transmission lines of significant height. A requirement to cross underneath Live Oak Ave would be inconsistent with the other power line crossings in this area.

With an overhead approach, height of new structures will depend greatly on the placement of the structure within the SCE yard and the number of overhead electrical crossings in that path. Due to the distribution-level circuits adjacent to Live Oak Avenue, the new transmission structures will need to be greater than 65' above ground height to allow for clearances that meet the minimum code requirements (EX. National Electric Safety Code, California General Order 95). While we cannot accurately confirm the height of those assets along the road at this time, the circuits are likely 25ft above ground, on the lower end. A 220kV riser structure would utilize a phase spacing of roughly 15ft between phases and shield wires, totaling about 45ft for the "power space." Additionally, NESC requires roughly 7ft of clearance between the 220kV phases and the existing lines, assuming voltage is somewhere between 22kV and 69kV. This would result in a structure of at least 80ft tall, which is a conservative estimate pending further review of the assets along Live Oak Avenue. The existing structures that support crossings over Live Oak Avenue within 100 Yards of this crossing are currently well in excess of 65' in height. The need for structures exceeding 65' would not constitute granting a special privilege inconsistent with the limitations on the property in the vicinity and identical zone. With the underground design approach, the riser structure will still be required to exceed 65' above ground height to allow for the wires to cross over the existing overhead electric on the South side of Live Oak Avenue. Effectively, the 65' height requirement is infeasible with either approach.

An underground transmission line crossing Live Oak Ave involves unique challenges due to the need for trenchless Jack & Bore installation. This would require a large jacking pit on the north side of Live Oak Ave, and a slightly smaller exit pit, approximately 25'L x 15'W x 20'D, necessitating significant lane closures and utility relocation. If a jack & bore approach was not used in favor of a more traditional duct-bank installation, significant roadway closures would be needed for the duration that the trench is open during construction. As such, the Jack & Bore approach would be typical to avoid lane closures. However, due to inability to place an Aypa-owned structure within the SCE yard, the Jack & Bore pits would have to be within Live Oak Avenue, causing significant lane closures regardless. Westwood has typically seen crossings of this size require 3-5 weeks to construct, inclusive of road repairs. It would be reasonable to assume that road disruptions would be measured in a timeline of weeks, ersus the overhead conductor pulls which would last only minutes at a time.

Westwood

10170 Church Ranch Way, Ste 201
Westminster, CO 80021

main (720) 531-8350

MEMORANDUM

2. **Special Property Circumstances.**

Placement of overhead powerlines and structures on this property is consistent with the use of surrounding parcels. There are currently numerous overhead transmission crossings within 100 yards of the proposed crossing, some of significant height. Placement of an overhead powerline crossing in this area does not constitute a special privilege not afforded to other asset owners similarly situated. The requirement to bore underground would be considered the exception to the rule in this area.

As previously mentioned, with the use of an underground design, and the requirement to maintain the Point of Connection Pole (PCO) outside of the SCE yard, the only location to place a Riser structure would be within the sidewalk between Live Oak Avenue and the SCE yard wall due to the requirement at SCE that the underground portion of the gen-tie must remain outside of their yard. This constraint, coupled with ADA compliance and safety issues due to sidewalk placement, distinguishes this site from others where underground lines can be developed without such complications. The complexity of existing utilities adds substantial risk, increasing the chance of damage and service interruptions. To place a riser structure in this location would also require modification to the existing overhead lines on the South side of Live Oak Avenue to maintain proper electrical clearances. In addition to the modifications to the existing infrastructure, the riser structure would be required to provide the same electrical clearances as an overhead crossing of the roadway, resulting in a structure in excess of 65ft whether the crossing is overhead or underground. As noted previously, Westwood would anticipate the riser structure to be 80ft tall, at a minimum, to clear the existing circuits safely and may be taller depending on the placement of the next structure within the SCE yard.

3. **Physical Hardship.**

The requirement for the installation of an underground transmission line crossing across Live Oak Ave. would constitute a physical hardship not only to Aypa and SCE but, more importantly, for the public. Installation of an underground crossing would require a lengthy disturbance including closure of Live Oak Ave to allow for construction of the crossing, as previously noted, whether a traditional duct-bank design or a jack & bore approach is utilized. Additionally, the riser structure on the south side of Live Oak Avenue would not be allowed inside SCE's property and would be required to be placed in the public ROW. This structure would need to be a self-supporting steel structure and would impede the existing sidewalk and violate ADA compliance without major rework impacting the road for an extended period of time. Placement of this structure will impact the existing overhead electric facilities on the south side of Live Oak Avenue as well, resulting in additional costs and disruptions to services.

Westwood

10170 Church Ranch Way, Ste 201
Westminster, CO 80021

main (720) 531-8350

MEMORANDUM

Future maintenance of Live Oak Ave, including maintenance on existing infrastructure in Live Oak Ave (water, sewer, gas, etc.) would be more difficult and dangerous with a high voltage underground crossing in place. Conversely, the construction of an overhead powerline crossing would produce relatively short durations of traffic disturbance on Live Oak Ave. The wires could be installed over Live Oak Ave. within one day and likely would only require rolling traffic stops for roughly 15 min at a time. The wires would be located high above ground level and would not present a risk to any person or equipment that is in the vicinity.

4. **No Detriment to Public Welfare**

It is our opinion that the presence of an overhead transmission line crossing will provide less impact to the public then to an underground transmission line crossing. Construction of an overhead crossing will have minimal impact on traffic and the existing sidewalks on Live Oak Ave. An underground crossing will require disturbance to the sidewalk on the south side of Live Oak Ave due to the presence of a riser pole (since this pole can not be located on SCE Property). Construction of an underground crossing will be complicated due to the presence of existing utilities such as gas, water, and sewer that are currently installed in Live Oak Ave. Traffic disturbance will be greatly increased with the underground crossing option, requiring shut down of lanes for numerous days (or even weeks). Maintenance of the existing utilities and road surface on and in Live Oak Ave will be more difficult with the presence of an underground crossing since any excavation would be in proximity to buried energized 220kV transmission line. Despite the crossing being underground, the necessary riser poles contribute to visual clutter just the same as the overhead crossing, though they may be shorter than the overhead crossing approach. An overhead crossing would present minimal increased visual disturbance as there are currently numerous overhead crossings in this area already. The addition of one additional overhead crossing would not present new viewshed disturbances to the public. It is also worth noting that the nearest non-utility infrastructure to this crossing appear to be industrial buildings approximately 0.15 miles away. There are additional commercial properties within 0.5 miles and residential properties outside of 0.5 miles, behind the commercial properties. Visibility of this crossing to residences would be almost non-existent, as a result.

ACSR

Aluminum Conductor. Steel Reinforced . Bare.

EXHIBIT "J"

APPLICATIONS

Used as bare overhead transmission conductor and as primary and secondary distribution conductor and messenger support. ACSR offers optimal strength for line design. Variable steel core stranding enables desired strength to be achieved without sacrificing ampacity.

SPECIFICATIONS

Southwire's ACSR bare conductor meets or exceeds the following ASTM specifications:

- B230 Aluminum 1350-H19 Wire for Electrical Purposes.
- B232 Concentric-Lay-Stranded Aluminum Conductors, Coated-Steel Reinforced (ACSR).
- B498 Zinc-Coated (Galvanized) Steel Core Wire for Use in Overhead Electrical Conductors.
- B500 Metallic Coated Stranded Steel Core for Use in Overhead Electrical Conductors.

CONSTRUCTION

- Aluminum 1350-H19 wires, concentrically stranded about a steel core. Standard core wire for ACSR is class A galvanized.
- Class A core stranding is also available in zinc-5% aluminum-mischmetal alloy coating.
- For aluminum-clad (AW) ACSR, please refer to the ACSR/AW catalog sheet
- Additional corrosion protection is available through the application of grease to the core or infusion of the complete cable with grease.
- ACSR conductor is also available in non-specular.

Southwire
One Southwire Drive
Carrollton, Ga. 30119 USA

MADE IN ★ THE USA

Copyright 2003, Southwire Company.
All Rights Reserved.

®Southwire is a registered trademark of Southwire Company.

ACSR

Code Word	Size (AWG or kcmil)	Strand-ing (Al/Stl)	Diameter (ins.)				Weight Per 1000 ft. (lbs.)			Content (%)		Rated Strength (lbs.)	Resistance OHMS/1000 ft.		Allowable Ampacity+ (Amps)
			Individual Wires		Steel Core	Complete Cable	Al	Stl	Total	Al	Stl		DC @ 20°C	AC @ 75°C	
			Al	Stl											
Turkey	6	6/1	.0661	.0661	.0661	.198	24	12	36	67.88	32.12	1190	.641	.806	105
Swan	4	6/1	.0834	.0834	.0834	.25	39	18	57	67.87	32.12	1860	.403	.515	140
Swanate	4	7/1	.0772	.103	.103	.257	39	28	67	58.1	41.9	2360	.399	.519	140
Sparrow	2	6/1	.1052	.1052	.1052	.316	62	29	91	67.9	32.1	2850	.254	.332	184
Sparate	2	7/1	.0974	.1298	.1298	.325	62	45	107	58.12	41.88	3460	.251	.338	184
Robin	1	6/1	.1181	.1181	.1181	.354	78	37	115	67.88	32.12	3550	.201	.268	212
Raven	1/0	6/1	.1327	.1327	.1327	.398	99	47	145	67.89	32.11	4380	.159	.217	242
Quail	2/0	6/1	.1489	.1489	.1489	.447	124	59	183	67.88	32.12	5310	.126	.176	276
Pigeon	3/0	6/1	.1672	.1672	.1672	.502	156	74	230	67.87	32.13	6620	.100	.144	315
Penguin	4/0	6/1	.1878	.1878	.1878	.563	197	93	291	67.88	32.12	8350	.0795	.119	357
Waxwing	266.8	18/1	.1217	.1217	.1217	.609	250	39	289	86.43	13.57	6880	.0643	.0787	449
Partridge	266.8	26/7	.1013	.0788	.2363	.642	251	115	367	68.51	31.49	11300	.0637	.0779	475
Ostrich	300	26/7	.1074	.0835	.2506	.68	283	130	412	68.51	31.49	12700	.0567	.0693	492
Merlin	336.4	18/1	.1367	.1367	.1367	.684	315	49	365	86.43	13.57	8680	.0510	.0625	519
Linnet	336.4	26/7	.1137	.0885	.2654	.72	317	146	462	68.51	31.49	14100	.0505	.0618	529
Oriole	336.4	30/7	.1059	.1059	.3177	.741	318	209	526	60.35	39.65	17300	.0502	.0613	535
Chickadee	397.5	18/1	.1486	.1486	.1486	.743	373	58	431	86.43	13.57	9940	.0432	.0529	576
Brant	397.5	24/7	.1287	.0858	.2574	.772	374	137	511	73.21	26.79	14600	.0430	.0526	584
Ibis	397.5	26/7	.1236	.0962	.2885	.783	374	172	546	68.51	31.49	16300	.0428	.0523	587
Lark	397.5	30/7	.1151	.1151	.3453	.806	375	247	622	60.35	39.65	20300	.0425	.0519	594
Pelican	477	18/1	.1628	.1628	.1628	.814	447	70	517	86.44	13.56	11800	.0360	.0442	646
Flicker	477	24/7	.141	.094	.2819	.846	449	164	614	73.21	26.79	17200	.0358	.0439	655
Hawk	477	26/7	.1354	.1053	.316	.858	449	207	656	68.51	31.49	19500	.0356	.0436	659
Hen	477	30/7	.1261	.1261	.3783	.883	450	296	746	60.35	39.65	23800	.0354	.0433	666
Osprey	556.5	18/1	.1758	.1758	.1758	.879	522	82	603	86.43	13.57	13700	.0308	.0379	711
Parakeet	556.5	24/7	.1523	.1015	.3045	.914	524	192	716	73.21	26.79	19800	.0307	.0376	721
Dove	556.5	26/7	.1463	.1138	.3413	.927	524	241	765	68.51	31.49	22600	.0306	.0375	726
Eagle	556.5	30/7	.1362	.1362	.4086	.953	525	345	871	60.35	39.65	27800	.0303	.0372	734
Peacock	605	24/7	.1588	.1059	.3177	.953	570	209	779	73.2	26.8	21600	.0282	.0346	760
Squab	605	26/7	.1525	.1186	.3559	.966	570	262	832	68.51	31.49	24300	.0281	.0345	765
Wood Duck	605.0	30/7	.142	.142	.426	.994	571	375	946	60.35	39.65	28900	.0279	.0342	774
Teal	605.0	30/19	.142	.0852	.426	.994	571	367	939	60.86	39.14	30000	.0279	.0342	773
Kingbird	636	18/1	.188	.188	.188	.94	596	94	690	86.43	13.57	15700	.0270	.0332	773
Swift	636.0	36/1	.1329	.1329	.1329	.93	596	47	643	92.72	7.28	13690	.0271	.0334	769
Rook	636	24/7	.1628	.1085	.3256	.977	599	219	818	73.22	26.78	22600	.0268	.0330	784
Grosbeak	636	26/7	.1564	.1216	.3649	.991	599	275	874	68.51	31.49	25200	.0267	.0328	789

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Scoter	636.0	30/7	.1456	.1456	.4368	1.019	600	395	995	60.35	39.65	30400	.0256	.0325	798
Egret	636	30/19	.1456	.0874	.4368	1.019	600	386	987	60.85	39.15	31500	.0266	.0326	798
Flamingo	666.6	24/7	.1667	.1111	.3333	1	628	230	858	73.21	26.79	23700	.0256	.0315	807
Gannet	666.6	26/7	.1601	.1245	.3736	1.014	628	289	916	68.51	31.49	26400	.0255	.0313	812
Stilt	715.5	24/7	.1727	.1151	.3453	1.036	674	247	920	73.21	26.79	25500	.0239	.0294	844
Starling	715.5	26/7	.1659	.129	.3871	1.051	674	310	984	68.51	31.49	28400	.0238	.0292	849
Redwing	715.5	30/19	.1544	.0927	.4633	1.081	676	435	1110	60.85	39.15	34600	.0236	.0290	859
Coot	795	36/1	.1486	.1486	.1486	1.04	745	58	804	92.72	7.28	16710	.0217	.0268	884
Drake	795	26/7	.1749	.136	.408	1.107	749	344	1093	68.51	31.49	31500	.0214	.0263	907
Tern	795	45/7	.1329	.0886	.2658	1.063	749	146	895	83.67	16.33	22100	.0216	.0269	887
Condor	795	54/7	.1213	.1213	.364	1.092	749	274	1023	73.21	26.79	28200	.0215	.0272	889
Mallard	795	30/19	.1628	.0977	.4884	1.14	751	483	1234	60.86	39.14	38400	.0213	.0261	918
Ruddy	900	45/7	.1414	.0943	.2828	1.131	848	165	1013	83.67	16.33	24400	.0191	.0239	958
Canary	900	54/7	.1291	.1291	.3873	1.162	848	310	1158	73.22	26.78	31900	.0190	.0241	961
Rail	954	45/7	.1456	.0971	.2912	1.165	899	175	1074	83.67	16.33	25900	.0180	.0225	993
Cardinal	954	54/7	.1329	.1329	.3987	1.196	899	329	1227	73.21	26.79	33800	.0179	.0228	996
Ortolan	1033.5	45/7	.1515	.101	.3031	1.212	973	190	1163	83.67	16.33	27700	.0167	.0209	1043
Curlew	1033.5	54/7	.1383	.1383	.415	1.245	973	356	1330	73.21	26.79	36600	.0165	.0211	1047
Bluejay	1113	45/7	.1573	.1048	.3145	1.258	1048	205	1253	83.67	16.33	29800	.0155	.0194	1092
Finch	1113	54/19	.1436	.0861	.4307	1.292	1053	375	1429	73.72	26.28	39100	.0154	.0197	1093
Bunting	1192.5	45/7	.1628	.1085	.3256	1.302	1123	219	1343	83.67	16.33	32000	.0144	.0182	1139
Grackle	1192.5	54/19	.1486	.0892	.4458	1.337	1129	402	1531	73.72	26.28	41900	.0144	.0184	1140
Bittern	1272	45/7	.1681	.1121	.3362	1.345	1198	234	1432	83.67	16.33	34100	.0135	.0171	1184
Pheasant	1272	54/19	.1535	.0921	.4605	1.381	1204	429	1633	73.71	26.29	43600	.0135	.0173	1187
Dipper	1351.5	45/7	.1733	.1155	.3466	1.386	1273	248	1521	83.67	16.33	36200	.0127	.0162	1229
Martin	1351.5	54/19	.1582	.0949	.4746	1.424	1279	456	1735	73.72	26.28	46300	.0127	.0163	1232
Bobolink	1431	45/7	.1783	.1189	.3566	1.427	1348	263	1611	83.67	16.33	38300	.0120	.0153	1272
Lapwing	1590	45/7	.188	.1253	.3759	1.504	1498	292	1790	83.67	16.33	42200	.0108	.0139	1354
Falcon	1590	54/19	.1716	.103	.5148	1.544	1505	536	2041	73.72	26.28	54500	.0108	.0140	1359
Chukar	1780	84/19	.1456	.0874	.4368	1.602	1685	386	2072	81.35	18.65	51000	.0097	.0125	1453
Bluebird	2156	84/19	.1602	.0962	.4808	1.762	2040	468	2508	81.34	18.66	60300	.00801	.0105	1623
Kiwi	2167	72/7	.1735	.1157	.347	1.735	2051	249	2300	89.17	10.82	49800	.00801	.0106	1607

+Conductor temperature of 75°C, ambient temperature 25°C, emissivity 0.5, wind 2 ft./sec., in sun.

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ACSR

Single-Layer Aluminum Conductor, Steel Reinforced (ACSR) High Mechanical Strength															
Code Word	Size (kcmil)	Stranding (Al/St)	Diameter (in)				Weight (lb/1000 ft)			Content (% Weight)		RBS (lb)	Resistance (Ω/1000 ft)		Ampacity+ (amp)
			Aluminum Wires	Steel Wires	Steel Core	Complete Conductor	Al.	Steel	Total	Al.	Steel		dc @ 20°C	ac @ 75°C	@ 75°C
Grouse	80.0	8/1	0.1000	0.1667	0.1667	0.367	75	74	149	50.4	49.6	5,190	0.2065	0.2888	205
Petrel	101.8	12/7	0.0921	0.0921	0.2763	0.461	96	158	254	37.8	62.2	10,400	0.1583	0.2493	234
Minorca	110.8	12/7	0.0961	0.0961	0.2883	0.481	104	172	276	37.8	62.2	11,300	0.1454	0.2331	245
Leghorn	134.6	12/7	0.1059	0.1059	0.3177	0.530	127	209	336	37.8	62.2	13,600	0.1197	0.2000	271
Guinea	159.0	12/7	0.1151	0.1151	0.3453	0.576	150	247	396	37.8	62.2	16,000	0.1014	0.1757	296
Dotterel	176.9	12/7	0.1214	0.1214	0.3642	0.607	167	274	441	37.8	62.2	17,300	0.0911	0.1618	313
Dorking	190.8	12/7	0.1261	0.1261	0.3783	0.631	180	296	476	37.8	62.2	18,700	0.0845	0.1530	325
Brahma	203.2	16/19	0.1127	0.0977	0.4885	0.714	191	483	675	28.4	71.6	28,400	0.0764	0.1499	340
Cochin	211.3	12/7	0.1327	0.1327	0.3981	0.664	199	328	527	37.8	62.2	20,700	0.0763	0.1410	343
+ Based on 25°C ambient temperature, 2 ft/s perpendicular wind, 0.5 emissivity/absorptivity, 60 Hz, noon on June 10th															

ATTACHMENT "L"

ST5015UX-2H-US
ST5015UX-4H-US

PowerTitan 2.0 Liquid Cooled Energy Storage System

NEW

OPTIMAL COST

- Intelligent liquid-cooled temperature control system to optimize the auxiliary power consumption
- Pre-assembled, no battery module handling on site, transportation of complete system

SAFE AND RELIABLE

- Electrical safety management, overcurrent fast breaking and arc extinguishing protection
- The electrical cabinet and battery cabinet are separated to prevent thermal runaway

EFFICIENT AND FLEXIBLE

- High-efficiency heat dissipation, increase battery life and system discharge capacity
- Front single-door-open design, supporting back to back layout drawing
- Function test in factory, limited on-site work, accelerate commissioning process

CONVENIENT O&M

- One-click system upgrade
- Automatic coollant refilling design
- Online intelligent monitoring

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Product name	ST5015UX-2H-US	ST5015UX-4H-US
DC side		
Cell type	LFP 3.2 V / 314 Ah	
Battery configuration	416S12P	
Nominal capacity	5015 kWh	
Nominal voltage range	1123.2 V ~ 1497.6 V	
AC side		
Nominal AC power	210 kVA * 12	210 kVA * 6
AC current distortion rate	< 3 % (Nominal Power)	
DC component	< 0.5 %	
Nominal AC voltage	690 V	
AC voltage range	607 V ~ 759 V	
Termination (LV)	352 A * 3 Phase * 6	352 A * 3 Phase * 3
Power factor	> 0.99 (Nominal Power)	
Adjustable range of reactive power	- 100 % ~ 100 %	
Nominal frequency	60 Hz	
Isolation method	Transformerless	
System parameter		
Dimension (W * H * D)	6058 mm * 2896 mm * 2438 mm 238.5'' * 114.0'' * 96.0"	
Weight	42500 kg / 93696.5 lbs	42000 kg / 92594.0 lbs
Degree of protection	Type 3S	
Anti-corrosion degree	C4	
Operation temperature range	- 30 ℃ ~ 50 ℃ (> 45 ℃ Derating) -22 °F ~ 122 °F (> 113 °F Derating)	
Operation humidity range	0 % ~ 100 %	
Max. operation altitude	3000 m / 9842.5 ft	
Temperature control method	Intelligent Liquid Cooling	
Fire suppression system	Default: NFPA 68 compliance vent panel, smoke and heat, detectors, Mini FACP Optional: Sprinkler, sound beacon, NFPA 69, compliance ventilation system, Flammable gas detector	
Communication	Ethernet	
Standard	UL 9540A, NFPA 855, NFPA 68, NFPA 69 (optional) IEEE 1547, UL 1973, UL 1741SB, UL 9540	

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SUNGROW
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MVS5240-LS-US

ATTACHMENT "M"

Medium Voltage Substation for PowerTitan 2.0 Liquid Cooling Energy Storage System

Product name	MVS5240-LS-US
MV transformer	
Rated power	5240 kVA
MV / LV voltage	34.5 kV / 0.69 kV
Transformer vector	Dy1
Windings	2 windings
Rated frequency	60 Hz
Impedance	9 % (±7.5 %, IEEE tolerance)
Efficiency standard	99 % @ 100 % load
Material of winding (MV / LV)	Aluminum / Aluminum
Legged core design	3 Legged core Design
High voltage configuration	Loop-feed, Dead Front
Overcurrent protection	Expulsion fuses in series with Partial-Range Current-Limiting Fuses
Cooling method	KNAN
Insulation fluid	Degradable oil
Smart control cabinet	
Protection	AC Breaker
Surge protection	Type II
AC Insulation detection	Support
Cooling Method	Air cooling and HVAC
UPS	15min (Default) 2 / 3 / 4h (Optional)
General data	
Dimensions (W * H * D)	6058 mm * 2896 mm * 2438 mm 238.5'' * 114.0'' * 96.0''
Weight	18500 kg 40786 lbs
Cable entry	Bottom entry
Degree of protection	Type 3S
Anti-corrosion degree	C4
Operation temperature range	-40 °C ~ 60 °C -40 °F ~ 140 °F
Operation humidity range	0 % ~ 100 %
Max. operating altitude	3000 m 9842.5 ft
Communication	Ethernet, Optical fiber, RS485
Standard	UL 891, IEEE C57.12.00, IEEE C57.12.80, IEEE C57.12.90

* 15min UPS only supplies power for the control and communication devices in the MVS
** 2 / 3 / 4 h UPS supplies power for the control and communication devices in the the MVS, and the ventilation system in the battery container

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ATTACHMENT "N"

Noise Test Report

PowerTitan2.0 (4H, HX)

V 1

1 Introduction

This document describes noise test result of PowerTitan2.0 (4H, HX).

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2 Noise Test

2.1 Test Environment

(1) Installation conditions: Open ground without reflecting planes.

(2) Simulated ambient temperature: -30℃~45℃(Rated power)

(3) Ambient humidity: 52%RH

(4) Positions of sound level microphones：

Sensor location in sound power level test (test distance d=1.5m, number of measuring points N=37)

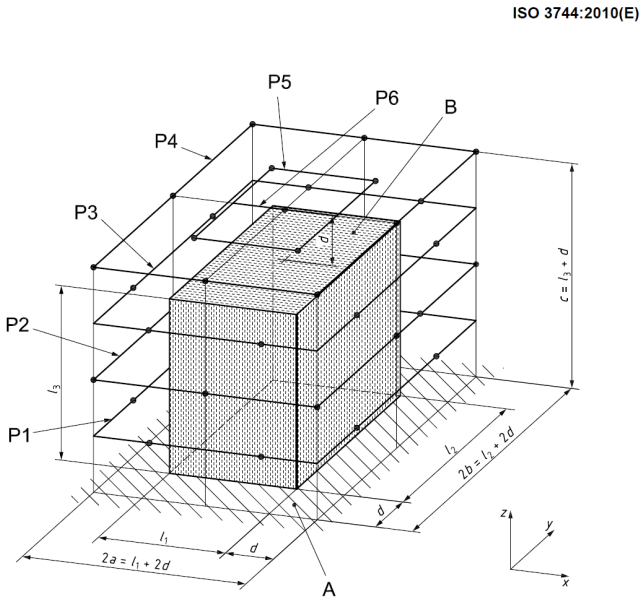

Fig. 1 Positions of Sound Power Level Microphones

Sensor location in sound pressure level test (test distance d=1m, noise on the front, rear, left, right, and top of the product are tested)

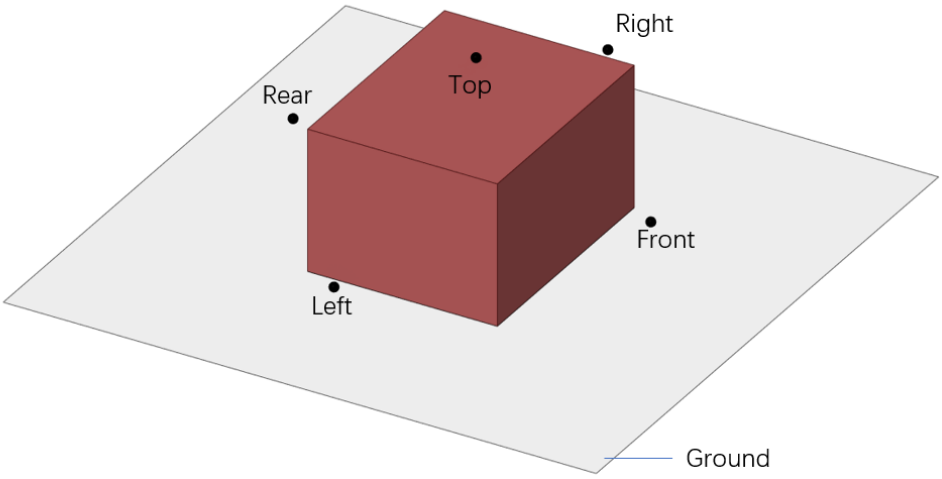

Fig. 2 Positions of Sound Pressure Level Microphones

(5) On-site test environment：

Fig. 3 Test Environment

(6) Background noise: 52.89 dBA

2.2 Test Standards

ISO 3744:2010 *Acoustics - Determination of sound power levels and sound energy*

levels of noise sources using sound pressure - Engineering methods for an essentially free field over a reflecting plane

ISO 11201 *Acoustics——Noise emitted by machinery and equipment - Determination of emission sound pressure levels at a work station and at other specified positions in an essentially free field over a reflecting plane with negligible environmental corrections.*

2.3 Test Equipment:

Tab. 1 Test Equipment:

Equipment Preparation	Manufacturing Plant	Model	No.	Approved on	Effective Date
Simcenter 12-input Handheld Data Acquisition System	Siemens Industrial Software (Beijing) Co., Ltd.	SCADAS XS	SC-XS12-ACL	2023-09-14	2024-09-13
Acoustic calibrator	PCB	Larson Davis CAL200	21799	2023-10-30	2024-10-29

2.4 Test Condition

Tab. 2 Test Condition

No.	Working Conditions
1	0.25C_45℃ Ambient Temperature_100% Power
2	0.25C_45℃ Ambient Temperature_80% Power
3	0.25C_45℃ Ambient Temperature_50% Power
4	0.25C_35℃ Ambient Temperature_100% Power
5	0.25C_35℃ Ambient Temperature_80% Power
6	0.25C_35℃ Ambient Temperature_50% Power
7	0.25C_30℃ Ambient Temperature_100% Power
8	0.25C_30℃ Ambient Temperature_80% Power

9	0.25C_30℃ Ambient Temperature_50% Power
10	0.25C_≤25℃ Ambient Temperature_100% Power
11	0.25C_≤25℃ Ambient Temperature_80% Power
12	0.25C_≤25℃ Ambient Temperature_50% Power

2.5 Test Result and Conclusion

2.5.1 Sound Power Level Test Result

Tab. 3 Sound Power Level Test Result

Working Conditions	Sound Power Level/dBA	Extended measurement uncertainty U/dB
0.25C_45℃ Ambient Temperature_100% Power	84.08	2.9
0.25C_45℃ Ambient Temperature_80% Power	84.08	2.9
0.25C_45℃ Ambient Temperature_50% Power	78.86	2.9
0.25C_35℃ Ambient Temperature_100% Power	79.32	2.9
0.25C_35℃ Ambient Temperature_80% Power	79.32	2.9
0.25C_35℃ Ambient Temperature_50% Power	77.23	2.9
0.25C_30℃ Ambient Temperature_100% Power	79.32	2.9
0.25C_30℃ Ambient Temperature_80% Power	79.32	2.9
0.25C_30℃ Ambient Temperature_50% Power	77.23	2.9
0.25C_≤25℃ Ambient	79.32	2.9

Temperature_100% Power		
0.25C_≤25℃ Ambient Temperature_80% Power	79.32	2.9
0.25C_≤25℃ Ambient Temperature_50% Power	77.23	2.9

2.5.2 Sound Pressure Level Test Result

Tab. 4 Maximum Sound Pressure Level Test Results of Positions 1m Away from the Surface

Working Conditions	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
0.25C_45℃ Ambient Temperature_100% Power	58.19	59.08	57.97	66.54	72.87
0.25C_45℃ Ambient Temperature_80% Power	58.19	59.08	57.97	66.54	72.87
0.25C_45℃ Ambient Temperature_50% Power	58.19	55.85	57.11	65.95	64.06
0.25C_35℃ Ambient Temperature_100% Power	57.41	56.34	56.52	65.71	65.66
0.25C_35℃ Ambient Temperature_80% Power	58.34	56.77	58.16	66.34	65.23
0.25C_35℃ Ambient Temperature_50% Power	56.98	54.21	55.69	64.45	57.49
0.25C_30℃ Ambient Temperature_100% Power	57.41	56.34	56.52	65.71	65.66
0.25C_30℃ Ambient Temperature_80% Power	58.34	56.77	58.16	66.34	65.23
0.25C_30℃ Ambient Temperature_50% Power	56.98	54.21	55.69	64.45	57.49
0.25C_≤25℃ Ambient Temperature_100% Power	57.41	56.34	56.52	65.71	65.66

0.25C_≤25℃ Ambient Temperature_80% Power	58.34	56.77	58.16	66.34	65.23
0.25C_≤25℃ Ambient Temperature_50% Power	56.98	54.21	55.69	64.45	57.49

Appendix: Sound Power Level 1/3-Octave Spectrum

Tab. 5 Sound Power Level 1/3-Octave Spectrum (0.25C_45℃_100% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	50.33
31.5	51.52
40	56.46
50	57.59
63	60.40
80	60.48
100	59.55
125	62.82
160	66.06
200	67.00
250	66.31
315	68.80
400	70.19
500	71.60
630	73.60
800	76.22
1000	77.27
1250	73.75
1600	73.11
2000	71.58
2500	69.75

3150	68.09
4000	66.51
5000	64.19
6300	62.43
8000	61.07
10000	58.65
12500	54.86
16000	51.51
20000	47.38

Tab. 6 Sound Power Level 1/3-Octave Spectrum (0.25C_45℃_80% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	50.33
31.5	51.52
40	56.46
50	57.59
63	60.40
80	60.48
100	59.55
125	62.82
160	66.06
200	67.00
250	66.31
315	68.80
400	70.19
500	71.60
630	73.60
800	76.22
1000	77.27

1250	73.75
1600	73.11
2000	71.58
2500	69.75
3150	68.09
4000	66.51
5000	64.19
6300	62.43
8000	61.07
10000	58.65
12500	54.86
16000	51.51
20000	47.38

Tab. 7 Sound Power Level 1/3-Octave Spectrum (0.25C_45℃_50% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	40.75
31.5	44.25
40	48.95
50	51.40
63	51.31
80	53.07
100	58.76
125	53.91
160	59.62
200	60.56
250	60.38
315	61.38
400	62.46

500	66.07
630	67.51
800	69.68
1000	74.10
1250	68.51
1600	67.83
2000	65.92
2500	64.03
3150	62.42
4000	60.90
5000	58.86
6300	56.91
8000	54.62
10000	51.42
12500	49.12
16000	48.21
20000	45.71

Tab. 8 Sound Power Level 1/3-Octave Spectrum (0.25C_35℃_100% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	40.02
31.5	43.12
40	44.87
50	50.71
63	50.72
80	51.21
100	61.04
125	54.45
160	59.21

200	61.68
250	60.95
315	61.75
400	63.50
500	66.75
630	68.40
800	69.97
1000	74.25
1250	69.05
1600	68.28
2000	66.37
2500	64.70
3150	63.44
4000	61.34
5000	59.75
6300	57.90
8000	55.77
10000	52.51
12500	49.67
16000	48.75
20000	46.11

Tab. 9 Sound Power Level 1/3-Octave Spectrum (0.25C_35℃_80% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	42.66
31.5	44.56
40	46.73
50	51.95
63	53.44

80	51.78
100	60.22
125	54.71
160	59.17
200	61.15
250	61.21
315	62.01
400	63.60
500	66.61
630	68.15
800	69.98
1000	74.28
1250	68.99
1600	68.17
2000	66.27
2500	64.57
3150	65.02
4000	61.67
5000	59.32
6300	57.42
8000	55.21
10000	52.06
12500	49.46
16000	48.52
20000	45.91

Tab. 10 Sound Power Level 1/3-Octave Spectrum (0.25C_35℃_50% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA

25	35.55
31.5	38.12
40	43.13
50	46.97
63	49.46
80	49.45
100	51.79
125	51.78
160	57.58
200	58.49
250	58.14
315	58.39
400	59.23
500	63.13
630	64.64
800	68.19
1000	73.20
1250	66.89
1600	66.20
2000	64.05
2500	61.94
3150	61.46
4000	58.27
5000	56.87
6300	54.38
8000	51.76
10000	49.58
12500	48.14

16000	47.21
20000	45.32

Tab. 11 Sound Power Level 1/3-Octave Spectrum (0.25C_30℃_100% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	40.02
31.5	43.12
40	44.87
50	50.71
63	50.72
80	51.21
100	61.04
125	54.45
160	59.21
200	61.68
250	60.95
315	61.75
400	63.50
500	66.75
630	68.40
800	69.97
1000	74.25
1250	69.05
1600	68.28
2000	66.37
2500	64.70
3150	63.44
4000	61.34
5000	59.75

6300	57.90
8000	55.77
10000	52.51
12500	49.67
16000	48.75
20000	46.11

Tab. 12 Sound Power Level 1/3-Octave Spectrum (0.25C_30℃_80% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	42.66
31.5	44.56
40	46.73
50	51.95
63	53.44
80	51.78
100	60.22
125	54.71
160	59.17
200	61.15
250	61.21
315	62.01
400	63.60
500	66.61
630	68.15
800	69.98
1000	74.28
1250	68.99
1600	68.17
2000	66.27

2500	64.57
3150	65.02
4000	61.67
5000	59.32
6300	57.42
8000	55.21
10000	52.06
12500	49.46
16000	48.52
20000	45.91

Tab. 13 Sound Power Level 1/3-Octave Spectrum (0.25C_30℃_50% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	35.55
31.5	38.12
40	43.13
50	46.97
63	49.46
80	49.45
100	51.79
125	51.78
160	57.58
200	58.49
250	58.14
315	58.39
400	59.23
500	63.13
630	64.64
800	68.19

1000	73.20
1250	66.89
1600	66.20
2000	64.05
2500	61.94
3150	61.46
4000	58.27
5000	56.87
6300	54.38
8000	51.76
10000	49.58
12500	48.14
16000	47.21
20000	45.32

Tab. 14 Sound Power Level 1/3-Octave Spectrum (0.25C_≤25℃_100% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	40.02
31.5	43.12
40	44.87
50	50.71
63	50.72
80	51.21
100	61.04
125	54.45
160	59.21
200	61.68
250	60.95
315	61.75

400	63.50
500	66.75
630	68.40
800	69.97
1000	74.25
1250	69.05
1600	68.28
2000	66.37
2500	64.70
3150	63.44
4000	61.34
5000	59.75
6300	57.90
8000	55.77
10000	52.51
12500	49.67
16000	48.75
20000	46.11

Tab. 15 Sound Power Level 1/3-Octave Spectrum (0.25C_≤25℃_80% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	42.66
31.5	44.56
40	46.73
50	51.95
63	53.44
80	51.78
100	60.22
125	54.71

160	59.17
200	61.15
250	61.21
315	62.01
400	63.60
500	66.61
630	68.15
800	69.98
1000	74.28
1250	68.99
1600	68.17
2000	66.27
2500	64.57
3150	65.02
4000	61.67
5000	59.32
6300	57.42
8000	55.21
10000	52.06
12500	49.46
16000	48.52
20000	45.91

Tab. 16 Sound Power Level 1/3-Octave Spectrum (0.25C_≤25℃_50% Power)

1/3-Octave (Hz)	Sound power levelL_{WA}, dBA
25	35.55
31.5	38.12
40	43.13
50	46.97

63	49.46
80	49.45
100	51.79
125	51.78
160	57.58
200	58.49
250	58.14
315	58.39
400	59.23
500	63.13
630	64.64
800	68.19
1000	73.20
1250	66.89
1600	66.20
2000	64.05
2500	61.94
3150	61.46
4000	58.27
5000	56.87
6300	54.38
8000	51.76
10000	49.58
12500	48.14
16000	47.21
20000	45.32

Appendix: Sound Pressure Level 1/3-Octave Spectrum

Tab. 17 Sound Pressure Level 1/3-Octave Spectrum(0.25C_45℃_100% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	16.28	16.94	15.44	16.85	32.92
31.5	20.61	24.81	20.49	22.26	36.46
40	31.05	29.59	32.19	33.78	37.90
50	35.16	33.55	32.25	34.33	39.58
63	36.45	33.61	34.93	36.80	47.61
80	35.77	33.67	33.52	38.47	46.23
100	35.21	35.25	36.51	39.02	46.22
125	38.19	40.59	42.38	44.06	53.73
160	41.46	41.33	39.25	43.22	53.90
200	40.86	41.66	41.86	46.43	53.07
250	41.14	43.78	41.61	46.82	52.13
315	40.47	44.60	41.75	46.80	56.93
400	41.27	45.86	41.66	46.41	58.88
500	42.49	47.83	43.94	50.09	60.24
630	44.80	47.32	46.03	52.96	63.59
800	49.68	48.76	48.20	57.07	65.11
1000	52.19	50.71	50.66	64.38	63.15
1250	49.27	50.08	49.34	54.14	63.07
1600	48.08	49.86	48.82	51.75	62.98
2000	46.41	48.11	46.59	50.81	60.59
2500	44.67	45.65	44.17	48.54	59.32
3150	42.41	44.02	42.40	46.33	58.61
4000	40.67	41.84	40.43	43.82	57.02
5000	38.95	38.44	38.64	42.91	55.13
6300	36.13	35.93	37.18	39.36	55.20
8000	32.83	35.86	35.04	36.80	54.25
10000	29.17	30.40	30.51	32.69	52.83

12500	26.84	27.70	27.75	29.45	48.38
16000	25.48	27.95	25.47	26.86	43.31
20000	24.96	31.40	23.82	24.05	35.87

Tab. 18 Sound Pressure Level 1/3-Octave Spectrum(0.25C_45℃_80% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	16.28	16.94	15.44	16.85	32.92
31.5	20.61	24.81	20.49	22.26	36.46
40	31.05	29.59	32.19	33.78	37.90
50	35.16	33.55	32.25	34.33	39.58
63	36.45	33.61	34.93	36.80	47.61
80	35.77	33.67	33.52	38.47	46.23
100	35.21	35.25	36.51	39.02	46.22
125	38.19	40.59	42.38	44.06	53.73
160	41.46	41.33	39.25	43.22	53.90
200	40.86	41.66	41.86	46.43	53.07
250	41.14	43.78	41.61	46.82	52.13
315	40.47	44.60	41.75	46.80	56.93
400	41.27	45.86	41.66	46.41	58.88
500	42.49	47.83	43.94	50.09	60.24
630	44.80	47.32	46.03	52.96	63.59
800	49.68	48.76	48.20	57.07	65.11
1000	52.19	50.71	50.66	64.38	63.15
1250	49.27	50.08	49.34	54.14	63.07
1600	48.08	49.86	48.82	51.75	62.98
2000	46.41	48.11	46.59	50.81	60.59
2500	44.67	45.65	44.17	48.54	59.32
3150	42.41	44.02	42.40	46.33	58.61
4000	40.67	41.84	40.43	43.82	57.02

5000	38.95	38.44	38.64	42.91	55.13
6300	36.13	35.93	37.18	39.36	55.20
8000	32.83	35.86	35.04	36.80	54.25
10000	29.17	30.40	30.51	32.69	52.83
12500	26.84	27.70	27.75	29.45	48.38
16000	25.48	27.95	25.47	26.86	43.31
20000	24.96	31.40	23.82	24.05	35.87

Tab. 19 Sound Pressure Level 1/3-Octave Spectrum(0.25C_45℃_50% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	18.05	18.72	16.14	16.91	34.10
31.5	23.95	25.13	23.02	22.77	34.18
40	29.83	29.50	29.61	30.76	34.05
50	33.16	31.97	32.73	34.20	37.48
63	35.06	32.78	32.42	34.55	36.79
80	34.97	33.32	32.24	37.16	37.37
100	35.77	34.24	35.38	38.07	46.64
125	36.82	33.35	32.96	37.65	39.40
160	40.50	36.62	36.07	39.64	41.78
200	39.51	38.61	39.78	44.14	43.60
250	39.05	38.19	37.55	42.74	43.67
315	39.14	37.10	38.22	43.15	48.82
400	39.27	39.41	39.48	43.16	50.60
500	41.97	41.95	41.45	48.01	52.60
630	43.35	42.87	44.43	50.88	54.23
800	49.35	44.85	45.90	55.63	54.90
1000	51.91	48.95	49.34	64.19	54.79
1250	48.39	47.70	47.80	52.42	54.30
1600	47.31	47.38	47.56	50.26	53.62

2000	46.38	45.44	46.01	49.85	51.33
2500	45.26	42.38	44.77	48.61	50.42
3150	44.69	41.01	44.46	47.34	50.31
4000	45.07	39.18	44.70	47.01	49.90
5000	44.37	36.35	44.15	46.49	49.11
6300	42.14	33.78	42.04	43.41	48.56
8000	38.93	30.92	39.89	40.41	45.60
10000	34.61	28.31	34.87	35.94	41.57
12500	29.60	26.66	29.74	31.40	36.22
16000	25.90	26.22	25.76	26.89	33.57
20000	23.83	24.02	23.34	23.16	25.67

Tab. 20 Sound Pressure Level 1/3-Octave Spectrum(0.25C_35℃_100% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	16.49	17.13	15.58	17.51	30.65
31.5	20.22	19.80	19.53	20.68	31.46
40	27.52	25.55	28.39	29.72	34.51
50	31.65	28.64	31.48	32.22	37.64
63	35.23	33.19	32.32	36.33	35.58
80	34.22	32.57	31.45	36.34	35.58
100	36.45	33.28	36.91	38.34	50.96
125	36.04	32.76	32.87	35.88	41.47
160	40.37	36.79	35.45	40.03	43.93
200	42.34	38.66	40.64	42.07	45.48
250	39.40	38.57	37.18	44.12	45.27
315	38.94	38.03	37.38	41.93	48.67
400	40.30	40.80	39.83	43.90	52.72
500	42.96	43.33	42.08	48.21	53.91
630	43.57	43.80	44.65	51.37	56.58

800	49.26	46.66	47.81	55.81	56.90
1000	51.29	50.09	49.60	63.91	56.21
1250	48.52	47.92	47.65	52.75	56.02
1600	47.15	47.34	47.15	50.33	55.11
2000	45.33	45.05	45.20	50.10	52.75
2500	43.50	42.02	42.84	47.87	51.74
3150	41.25	40.41	41.59	45.75	51.30
4000	39.78	38.27	40.25	43.71	50.29
5000	38.69	35.22	38.89	43.41	49.28
6300	35.67	32.64	36.27	39.58	49.41
8000	32.55	30.16	34.01	36.48	47.18
10000	29.23	27.95	30.46	31.59	43.76
12500	26.84	26.60	27.57	28.44	38.37
16000	25.42	26.19	25.38	26.01	35.05
20000	23.84	24.09	23.32	23.09	27.11

Tab. 21 Sound Pressure Level 1/3-Octave Spectrum(0.25C_35℃_80% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	17.68	18.28	17.06	16.58	31.18
31.5	20.36	22.66	21.61	20.97	32.28
40	28.50	27.88	29.22	30.15	33.08
50	32.28	29.87	30.78	33.13	35.88
63	34.60	31.49	32.84	34.42	34.96
80	34.69	33.59	33.16	37.49	35.11
100	35.84	34.51	35.78	37.58	48.93
125	37.55	33.47	32.91	37.80	39.72
160	41.39	36.68	36.48	39.98	43.18
200	41.81	39.14	39.94	43.00	44.69
250	39.56	38.86	36.94	43.54	44.52

315	39.97	37.91	38.84	42.65	48.36
400	40.87	40.61	40.42	43.78	52.48
500	42.37	43.63	43.71	48.53	53.73
630	44.91	43.82	45.75	51.25	55.76
800	50.17	46.43	48.04	56.00	56.63
1000	51.91	49.67	49.90	64.63	55.53
1250	48.08	47.92	48.38	52.60	55.59
1600	48.12	48.01	48.35	51.29	54.88
2000	45.94	45.76	47.86	50.81	52.30
2500	46.24	45.04	47.42	48.89	51.63
3150	44.16	42.95	46.67	47.51	51.42
4000	43.64	40.99	44.79	45.91	50.20
5000	42.66	39.17	44.77	45.62	49.61
6300	40.26	35.61	41.01	42.08	49.08
8000	36.67	32.20	38.02	38.81	46.78
10000	32.46	28.68	33.15	34.26	42.95
12500	28.34	26.95	29.04	30.21	37.61
16000	25.62	26.32	25.59	26.53	34.63
20000	23.87	24.07	23.28	23.17	26.50

Tab. 22 Sound Pressure Level 1/3-Octave Spectrum(0.25C_35℃_50% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	17.02	15.95	15.41	15.85	17.87
31.5	20.19	21.52	19.45	19.50	21.19
40	29.26	30.06	31.16	30.54	29.14
50	33.14	32.21	32.07	32.35	29.10
63	35.36	31.94	32.45	33.09	32.04
80	34.48	34.14	34.93	36.29	31.27
100	35.24	33.03	34.08	36.57	34.35

125	35.96	32.68	32.35	34.28	33.57
160	39.90	35.83	40.59	38.84	37.56
200	38.05	38.49	40.68	42.37	39.66
250	39.45	37.26	36.45	42.78	39.81
315	39.08	39.01	39.47	41.77	43.63
400	39.22	37.34	39.83	41.62	43.20
500	41.29	38.79	40.89	46.78	44.11
630	42.38	41.04	43.97	50.06	46.21
800	49.08	43.72	45.72	54.79	48.94
1000	51.62	48.44	48.11	62.55	49.34
1250	46.69	45.00	46.22	51.15	48.07
1600	45.27	44.19	45.88	48.79	46.93
2000	45.23	42.53	43.69	49.07	45.47
2500	43.30	40.02	41.80	47.34	44.25
3150	42.33	40.22	42.21	45.22	44.44
4000	40.62	37.71	42.18	44.16	43.05
5000	40.13	34.91	40.38	43.93	41.54
6300	37.54	31.76	37.10	40.50	38.44
8000	33.94	29.16	33.93	37.52	35.37
10000	30.12	27.63	30.54	32.29	31.58
12500	26.59	26.59	27.22	28.42	27.87
16000	24.35	25.66	25.29	25.74	28.95
20000	22.66	24.27	23.36	23.28	23.68

Tab. 23 Sound Pressure Level 1/3-Octave Spectrum(0.25C_30℃_100% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	16.49	17.13	15.58	17.51	30.65
31.5	20.22	19.80	19.53	20.68	31.46
40	27.52	25.55	28.39	29.72	34.51

50	31.65	28.64	31.48	32.22	37.64
63	35.23	33.19	32.32	36.33	35.58
80	34.22	32.57	31.45	36.34	35.58
100	36.45	33.28	36.91	38.34	50.96
125	36.04	32.76	32.87	35.88	41.47
160	40.37	36.79	35.45	40.03	43.93
200	42.34	38.66	40.64	42.07	45.48
250	39.40	38.57	37.18	44.12	45.27
315	38.94	38.03	37.38	41.93	48.67
400	40.30	40.80	39.83	43.90	52.72
500	42.96	43.33	42.08	48.21	53.91
630	43.57	43.80	44.65	51.37	56.58
800	49.26	46.66	47.81	55.81	56.90
1000	51.29	50.09	49.60	63.91	56.21
1250	48.52	47.92	47.65	52.75	56.02
1600	47.15	47.34	47.15	50.33	55.11
2000	45.33	45.05	45.20	50.10	52.75
2500	43.50	42.02	42.84	47.87	51.74
3150	41.25	40.41	41.59	45.75	51.30
4000	39.78	38.27	40.25	43.71	50.29
5000	38.69	35.22	38.89	43.41	49.28
6300	35.67	32.64	36.27	39.58	49.41
8000	32.55	30.16	34.01	36.48	47.18
10000	29.23	27.95	30.46	31.59	43.76
12500	26.84	26.60	27.57	28.44	38.37
16000	25.42	26.19	25.38	26.01	35.05
20000	23.84	24.09	23.32	23.09	27.11

Tab. 24 Sound Pressure Level 1/3-Octave Spectrum(0.25C_30℃_80% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	17.68	18.28	17.06	16.58	31.18
31.5	20.36	22.66	21.61	20.97	32.28
40	28.50	27.88	29.22	30.15	33.08
50	32.28	29.87	30.78	33.13	35.88
63	34.60	31.49	32.84	34.42	34.96
80	34.69	33.59	33.16	37.49	35.11
100	35.84	34.51	35.78	37.58	48.93
125	37.55	33.47	32.91	37.80	39.72
160	41.39	36.68	36.48	39.98	43.18
200	41.81	39.14	39.94	43.00	44.69
250	39.56	38.86	36.94	43.54	44.52
315	39.97	37.91	38.84	42.65	48.36
400	40.87	40.61	40.42	43.78	52.48
500	42.37	43.63	43.71	48.53	53.73
630	44.91	43.82	45.75	51.25	55.76
800	50.17	46.43	48.04	56.00	56.63
1000	51.91	49.67	49.90	64.63	55.53
1250	48.08	47.92	48.38	52.60	55.59
1600	48.12	48.01	48.35	51.29	54.88
2000	45.94	45.76	47.86	50.81	52.30
2500	46.24	45.04	47.42	48.89	51.63
3150	44.16	42.95	46.67	47.51	51.42
4000	43.64	40.99	44.79	45.91	50.20
5000	42.66	39.17	44.77	45.62	49.61
6300	40.26	35.61	41.01	42.08	49.08
8000	36.67	32.20	38.02	38.81	46.78
10000	32.46	28.68	33.15	34.26	42.95

12500	28.34	26.95	29.04	30.21	37.61
16000	25.62	26.32	25.59	26.53	34.63
20000	23.87	24.07	23.28	23.17	26.50

Tab. 25 Sound Pressure Level 1/3-Octave Spectrum(0.25C_30℃_50% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	17.02	15.95	15.41	15.85	17.87
31.5	20.19	21.52	19.45	19.50	21.19
40	29.26	30.06	31.16	30.54	29.14
50	33.14	32.21	32.07	32.35	29.10
63	35.36	31.94	32.45	33.09	32.04
80	34.48	34.14	34.93	36.29	31.27
100	35.24	33.03	34.08	36.57	34.35
125	35.96	32.68	32.35	34.28	33.57
160	39.90	35.83	40.59	38.84	37.56
200	38.05	38.49	40.68	42.37	39.66
250	39.45	37.26	36.45	42.78	39.81
315	39.08	39.01	39.47	41.77	43.63
400	39.22	37.34	39.83	41.62	43.20
500	41.29	38.79	40.89	46.78	44.11
630	42.38	41.04	43.97	50.06	46.21
800	49.08	43.72	45.72	54.79	48.94
1000	51.62	48.44	48.11	62.55	49.34
1250	46.69	45.00	46.22	51.15	48.07
1600	45.27	44.19	45.88	48.79	46.93
2000	45.23	42.53	43.69	49.07	45.47
2500	43.30	40.02	41.80	47.34	44.25
3150	42.33	40.22	42.21	45.22	44.44
4000	40.62	37.71	42.18	44.16	43.05

5000	40.13	34.91	40.38	43.93	41.54
6300	37.54	31.76	37.10	40.50	38.44
8000	33.94	29.16	33.93	37.52	35.37
10000	30.12	27.63	30.54	32.29	31.58
12500	26.59	26.59	27.22	28.42	27.87
16000	24.35	25.66	25.29	25.74	28.95
20000	22.66	24.27	23.36	23.28	23.68

Tab. 26 Sound Pressure Level 1/3-Octave Spectrum(0.25C_≤25℃_100% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	16.49	17.13	15.58	17.51	30.65
31.5	20.22	19.80	19.53	20.68	31.46
40	27.52	25.55	28.39	29.72	34.51
50	31.65	28.64	31.48	32.22	37.64
63	35.23	33.19	32.32	36.33	35.58
80	34.22	32.57	31.45	36.34	35.58
100	36.45	33.28	36.91	38.34	50.96
125	36.04	32.76	32.87	35.88	41.47
160	40.37	36.79	35.45	40.03	43.93
200	42.34	38.66	40.64	42.07	45.48
250	39.40	38.57	37.18	44.12	45.27
315	38.94	38.03	37.38	41.93	48.67
400	40.30	40.80	39.83	43.90	52.72
500	42.96	43.33	42.08	48.21	53.91
630	43.57	43.80	44.65	51.37	56.58
800	49.26	46.66	47.81	55.81	56.90
1000	51.29	50.09	49.60	63.91	56.21
1250	48.52	47.92	47.65	52.75	56.02
1600	47.15	47.34	47.15	50.33	55.11

2000	45.33	45.05	45.20	50.10	52.75
2500	43.50	42.02	42.84	47.87	51.74
3150	41.25	40.41	41.59	45.75	51.30
4000	39.78	38.27	40.25	43.71	50.29
5000	38.69	35.22	38.89	43.41	49.28
6300	35.67	32.64	36.27	39.58	49.41
8000	32.55	30.16	34.01	36.48	47.18
10000	29.23	27.95	30.46	31.59	43.76
12500	26.84	26.60	27.57	28.44	38.37
16000	25.42	26.19	25.38	26.01	35.05
20000	23.84	24.09	23.32	23.09	27.11

Tab. 27 Sound Pressure Level 1/3-Octave Spectrum(0.25C_≤25℃_80% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	17.68	18.28	17.06	16.58	31.18
31.5	20.36	22.66	21.61	20.97	32.28
40	28.50	27.88	29.22	30.15	33.08
50	32.28	29.87	30.78	33.13	35.88
63	34.60	31.49	32.84	34.42	34.96
80	34.69	33.59	33.16	37.49	35.11
100	35.84	34.51	35.78	37.58	48.93
125	37.55	33.47	32.91	37.80	39.72
160	41.39	36.68	36.48	39.98	43.18
200	41.81	39.14	39.94	43.00	44.69
250	39.56	38.86	36.94	43.54	44.52
315	39.97	37.91	38.84	42.65	48.36
400	40.87	40.61	40.42	43.78	52.48
500	42.37	43.63	43.71	48.53	53.73
630	44.91	43.82	45.75	51.25	55.76

800	50.17	46.43	48.04	56.00	56.63
1000	51.91	49.67	49.90	64.63	55.53
1250	48.08	47.92	48.38	52.60	55.59
1600	48.12	48.01	48.35	51.29	54.88
2000	45.94	45.76	47.86	50.81	52.30
2500	46.24	45.04	47.42	48.89	51.63
3150	44.16	42.95	46.67	47.51	51.42
4000	43.64	40.99	44.79	45.91	50.20
5000	42.66	39.17	44.77	45.62	49.61
6300	40.26	35.61	41.01	42.08	49.08
8000	36.67	32.20	38.02	38.81	46.78
10000	32.46	28.68	33.15	34.26	42.95
12500	28.34	26.95	29.04	30.21	37.61
16000	25.62	26.32	25.59	26.53	34.63
20000	23.87	24.07	23.28	23.17	26.50

Tab. 28 Sound Pressure Level 1/3-Octave Spectrum(0.25C_≤25℃_50% Power)

1/3-Octave (Hz)	Right/dBA	Rear/dBA	Left/dBA	Front/dBA	Top/dBA
25	17.02	15.95	15.41	15.85	17.87
31.5	20.19	21.52	19.45	19.50	21.19
40	29.26	30.06	31.16	30.54	29.14
50	33.14	32.21	32.07	32.35	29.10
63	35.36	31.94	32.45	33.09	32.04
80	34.48	34.14	34.93	36.29	31.27
100	35.24	33.03	34.08	36.57	34.35
125	35.96	32.68	32.35	34.28	33.57
160	39.90	35.83	40.59	38.84	37.56
200	38.05	38.49	40.68	42.37	39.66
250	39.45	37.26	36.45	42.78	39.81

315	39.08	39.01	39.47	41.77	43.63
400	39.22	37.34	39.83	41.62	43.20
500	41.29	38.79	40.89	46.78	44.11
630	42.38	41.04	43.97	50.06	46.21
800	49.08	43.72	45.72	54.79	48.94
1000	51.62	48.44	48.11	62.55	49.34
1250	46.69	45.00	46.22	51.15	48.07
1600	45.27	44.19	45.88	48.79	46.93
2000	45.23	42.53	43.69	49.07	45.47
2500	43.30	40.02	41.80	47.34	44.25
3150	42.33	40.22	42.21	45.22	44.44
4000	40.62	37.71	42.18	44.16	43.05
5000	40.13	34.91	40.38	43.93	41.54
6300	37.54	31.76	37.10	40.50	38.44
8000	33.94	29.16	33.93	37.52	35.37
10000	30.12	27.63	30.54	32.29	31.58
12500	26.59	26.59	27.22	28.42	27.87
16000	24.35	25.66	25.29	25.74	28.95
20000	22.66	24.27	23.36	23.28	23.68

Note: In the above noise test, the supplier of the liquid cooling unit is Sanhe Tongfei, and the supplier of the air cooler fan is EBM. If there is a change in the supplier, there may be deviations in the test data.

ATTACHMENT "O"

ORDINANCE NO. 800

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING TABLE 17.06.020-1 ("LAND USE REGULATIONS – INDUSTRIAL & OFFICE ZONES") WITHIN SECTION 17.060.020 ("LAND USE REGULATIONS") OF CHAPTER 17.06 ("INDUSTRIAL AND OFFICE ZONE DISTRICTS") AND ADOPTING CHAPTER 17.40 "BATTERY ENERGY STORAGE SYSTEMS (BESS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE REGULATING BATTERY ENERGY STORAGE SYSTEMS IN M-2 ZONES AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, there is a growing demand for Battery Energy Storage Systems (BESS) in the State of California because of the need for more renewable electricity to meet the state's clean energy objectives and to ensure the reliability of its electric grid, among other factors; and

WHEREAS, a BESS facility captures energy from the grid, stores it, and later releases it to supply electricity or other grid services when needed, usually during periods of high demand. This process can enhance the reliability and efficiency of the electric grid while also potentially stabilizing power rates; and

WHEREAS, the City of Irwindale ("City Council") recognizes that the City of Irwindale ("City") has seen a rise in inquiries and applications for development of BESS facilities; and

WHEREAS, the City recognizes a need to establish adequate policies and standards in place for the development of BESS facilities in order to protect the health, welfare, safety, and quality of life for the general public, to ensure compatible land uses in the areas affected by energy storage facilities and to mitigate the impacts of energy storage facilities on the environment; and

WHEREAS, on February 26, 2025, the City Council reviewed several adopted ordinance from public agencies in California and outside California and directed staff to prepare a BESS Ordinance for Irwindale; and

WHEREAS, on April 23, 2025, the City Council adopted Urgency Ordinance No. 793 to adopt and impose regulations for the development of BESS facilities because the existing provisions of the City of Irwindale Municipal Code did not address battery energy storage facilities. The City Council also adopted Ordinance No. 772, a comprehensive zoning code update, repealing and replacing the entirety of Title 17 of the Irwindale Municipal Code, effective May 9, 2025, which would result in the repeal of Urgency Ordinance No. 793; and

WHEREAS, on May 8, 2025 the City adopted Urgency Ordinance No. 797, to ensure that the City's BESS regulations remained in place immediately, were consistent

with the City's comprehensive Title 17 Zoning Code Update within Ordinance No. 772, and to protect the public safety, health, and welfare of the community; and

WHEREAS, the City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment; and

WHEREAS, on June 18, 2025, the Planning Commission held a duly noticed public hearing, as required by law, regarding the proposed Ordinance to receive testimony and other evidence regarding the proposed Ordinance, including without limitation, information to the Planning Commission by City staff; and

WHEREAS, on June 18, 2025, the Planning Commission adopted Resolution No. 855(25) recommending that the City Council adopt Ordinance No. 800 with the following recommended changes:

1. Revise Section 17.40.040(A) Location Requirements, to read:

   BESS facilities shall not be constructed within 1,000 feet of any residentially zoned property, <u>hospital, or school</u>, measured from the closest property line of each use.

2. Direct staff to perform an analysis on how close a BESS facility shall be to another BESS facility.

3. Revise Section 17.40.040(D) Location Requirements, as follows:

   Noise. BESS facilities may operate 24/7, provided that the operation complies with the City's noise standards as set forth in Chapter 9.28 (Noise). Applicants shall submit equipment and component manufacturer's noise ratings to demonstrate compliance. At the discretion of the Community Development director, a separate noise study ~~may~~ <u>shall</u> be required along with compliance by the owner/operator with any mitigation measures recommended to ensure compliance with the noise standards.

4. Include a requirement for the BESS operator to have a liability policy in the Ordinance and Development Agreement, which has been added to the Ordinance as section 17.40.080(A):

   A. The owner and/or operator of any BESS facility shall maintain for the life of the project and the duration of the use of the facility liability insurance policies in a form and amount approved by the City and as set forth in any development agreement. All costs shall be borne solely by the owner and/or operator.

WHEREAS, on July 9, 2025, the City Council held a duly noticed public hearing, as required by law adopting Ordinance No. 800, adding Chapter 17.40 Battery Energy Storage Systems (BESS) to Title 17 (Zoning) of the Irwindale Municipal Code, regulating BESS in M-2 Zones and amending Table 17.06.020-1 (Land Use Regulations – Industrial & Office Zones) within Section 17.060.020 (Land Use Regulations) of Chapter 17.06 (Industrial and Office Zone Districts), including the Planning Commission recommendations; and

WHEREAS, all legal prerequisites for adoption of this ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated herein by this reference.

SECTION 2. Amendment of Comprehensive Zoning Code Update. The following amendments to Title 17 of the Irwindale Municipal Code shall apply to the Comprehensive Zoning Code Update as set forth in Ordinance No. 772, and shall be effective upon the effective date of Ordinance No. 772.

SECTION 3. Amendment of Code. The City Council hereby approves and amends Table 17.06.020-1 ("Land Use Regulations – Industrial & Office Zones") within Section 17.060.020 ("Land Use Regulations") of Chapter 17.06 ("Industrial and Office Zone Districts") of Title 17 ("Zoning") of the Irwindale Municipal Code which shall now read in its entirety as follows:

"

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Public/Semi-Public Uses				
Colleges and Trade Schools	P	P	C	
Emergency Shelter	C	C	C	Shall be consistent with AB 2339
Hospitals and Clinics	-	-	C	
Instructional Classes/Studios	P	-	P	
Park and Recreation Facilities	P	P	P	

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Parking Lots and Structures	M	M	M	
Public Safety Facilities	P	P	P	
Commercial Uses				
Adult Entertainment	-	C	C	
Animal Care, Sales, and Services	***See subclassifications below***			
Animal Sales and Grooming	-	-	P	
Boarding/Kennels	P	P	C	
Veterinary Services	P	P	P	
Automobile/Vehicle Sales and Services	***See subclassifications below***			
Automobile Rentals	P	P	-	
Automobile/Vehicle Repair, Major	C	P	-	See Section 17.12.070.
Automobile/Vehicle Service and Repair, Minor	P	P	-	
Automobile/Vehicle Sales and Leasing (new and used)	P	P	-	
Fueling/Charging Stations (including alternative fuels)	C	C	-	
Large Vehicle and Equipment Sales, Service, and Rental	P	P	-	
Automobile /Vehicle Washing	P	P	-	Includes mobile car washing. See Section 17.12.070D.
Towing and Impound	C	C	-	
Auto Dismantling and Salvage	-	-	-	Permitted on Alpha Street only. See Chapter 17.10 Auto Dismantling Overlay Zoning

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Banks and Financial Institutions	***See subclassifications below***			
Banks and Credit Unions	-	-	P	
Check-Cashing Businesses	-	-	P	
Business Support Services	P	P	P	
Commercial Entertainment and Recreation	***See subclassifications below***			
Cinema/Theaters	C	-	C	
Indoor Sports and Recreation	C	C	M	
Outdoor Sports and Recreation	C	C	C	
Instructional Classes/Studios	P	-	P	
Eating and Drinking Establishments	***See subclassifications below***			
Bars/Night Clubs/Lounges	C	-	C	
Restaurant	P	P	P	
Farmer's Markets	M	M	M	
Catering	P	P	P	
Funeral Parlors and Interment Services	C	C	-	
Hotels	C	C	C	
Appliance Maintenance and Repair Services	P	P	P	
Mobile Food Vendor	***See Section 17.12.160, Mobile Food Vending***			
Nurseries and Garden Centers	P	P	P	
Offices	***See subclassifications below***			
Business, Professional, and Technology	P	P	P	
Medical and Dental	P	P	P	
Personal Services	***See subclassifications below***			
General Personal Services	P	P	P	
Massage Establishments	-	-	C	

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Tattoo or Body Modification Parlor	M	M	M	
Retail and Services	***See subclassifications below***			
Building Materials Stores and Yards	P	P	-	
Home Improvement Sales	P	P	-	
Convenience Stores	C	C	P	
Food and Beverage – Retail Sales	C	-	P	
General Retail	C	C	C	
Industrial Uses				
Battery Energy Storage Systems	-	C	-	Subject to Development Agreement approved by the City See Chapter 17.40 Battery Energy Storage Systems (BESS)
Cannabis-Related Industrial	*See subclassifications below*			
Cannabis Indoor Commercial Cultivation Facility	-	-	-	
Cannabis Laboratory Materials Testing Facility	-	-	-	
Cannabis Manufacturing Facility	-	-	-	
Wholesale Cannabis Logistics, Distribution, and Transportation Facility	-	-	-	
Construction and Material Yards	P	P	-	
Custom and Artisan Manufacturing	P	P	-	
Donation Center/Station	C	C	-	

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Food and Beverage Manufacturing	P	P	C	See Chapter 17.20, Performance Standards
Light Manufacturing	P	P	P	
Heavy Manufacturing	-	P	C	
Research and Development	P	P	P	
Materials Recovery Facility	-	C	-	Subject to Development Agreement approved by the City
Indoor Warehousing, Storage and Wholesaling and Distribution	P	P	P	
Outdoor Storage	-	M	-	Incidental use outside building.
Personal Storage	C	C	-	
Transportation, Communication, and Utility Uses				
Airports and Heliports	-	C	-	
Communication Facilities Within Buildings	P	P	P	
Wireless Telecommunications	*See Section 17.12.260, Wireless Telecommunications Facilities*			
Freight/Trucking Facilities	-	C	-	
Light Fleet-Based Services	M	M	-	
Professional Fleet-Based Services	-	P	-	
Public Works and Utilities	C	C	-	
Recycling Facility	***See subclassifications below***			
Reverse Vending Machine (incidental to other retail use)	C	C	-	
Recycling Collection Facility	-	C	-	

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Recycling Processing Facility	-	C	-	
Agricultural and Extractive Uses				
Commercial Nursery	M	M	-	
Surface Mining Operations	-	C	-	See Surface Mining, Chapter 17.21
Additional Uses				
Accessory Uses and Structures	See Section 17.12.040, Accessory Uses and Structures			
Electric Vehicle Parking	See Section 17.16.070.D, Electric Vehicle Charging Stations			
Nonconforming Uses and Structures	See Chapter 17.18, Nonconforming Uses, Sites, and Buildings			
Outdoor Dining and Seating	See Section 17.12.190, Outdoor Dining and Seating			
Solar Energy Systems	See Section 17.12.220, Solar Energy Systems.			
Temporary Uses	See Section 17.12.230, Temporary Uses.			

"

SECTION 4. Adoption of Code. The City Council hereby adopts and adds a new Chapter 17.40, entitled "Battery Energy Storage Systems (BESS)" to Title 17, entitled "Zoning," of the Irwindale Municipal Code to read in its entirety as follows:

"CHAPTER 17.40 - Battery Energy Storage Systems (BESS)"

Contents:

17.40.010 Purpose
17.40.020 Applicability
17.40.030 Definitions
17.40.040 Development Standards
17.40.050 Required Findings
17.40.060 Conditions of Approval
17.40.070 Emergency Response and Action Plan
17.40.080 Financial Assurance
17.40.090 Decommissioning
17.40.100 Change of Ownership
17.40.110 Abandonment

17.40.010 – Purpose– The purpose of this chapter is to provide the means to regulate the development of utility-scale Battery Energy Storage Systems (BESS) in certain areas of the City. The regulations herein are intended to protect the health, welfare and safety of the general public, to ensure compatible uses of land in the areas affected by energy storage facilities and to mitigate the impacts of energy storage facilities on the environment.

17.40.020 – Applicability – The provisions of this chapter shall apply to all utility-scale Battery Energy Storage Systems (BESS) permitted, installed, or modified within the City of Irwindale, after the effective date of this ordinance. Modifications to, retrofits, or replacements, excluding general maintenance and repair, of any part of a BESS facility shall also be subject to this Chapter.

BESS facilities shall only be developed within M-2 zones. In addition to this Chapter, all applications for BESS facilities shall be subject to a conditional use permit pursuant to Chapter 17.28 or incorporated into a specific plan, a development agreement pursuant to Chapter 17.34, and Site Plan and Design Review pursuant to Chapter 17.27.

17.40.030 – Definitions

A. "Battery Energy Storage System" or "BESS": A battery energy storage system that is a utility-scale engineered system of electrical devices and equipment that enable electric energy, such as energy generated from renewable energy sources, like solar and wind, to be stored and then released when the power is needed. Utility-scale BESS facilities are intended primarily to interact with the electric grid and are not intended to serve a specific end user.

17.40.040 – Development Standards

All applications for BESS facilities shall be subject to Site Plan and Design Review, pursuant to Chapter 17.27. In addition to those requirements set forth in this chapter, and which the Planning Commission or City Council may otherwise impose, all BESS developments shall comply with the site design requirements set forth below:

A. Location Requirements.

1. BESS facilities shall not be constructed within 1,000 feet of any residentially zoned property, hospital, or school, measured from the closest property line of each use.

2. BESS facilities shall not be constructed further than 1 mile from the connecting utility measured from the nearest point of each parcel boundary.

3. Staff shall perform an analysis on how close a BESS facility shall be to another BESS facility.

B. Development Requirements.

1. BESS facilities shall be subject to Site Plan and Design Review pursuant to Chapter 17.70 of the IMC and comply with all applicable standards of the Building Code, the adopted Fire Code, and any Los Angeles County Fire Department requirements, as amended from time to time. Battery module enclosures and associated electrical equipment are not subject to the City's Commercial and Industrial Design Guidelines.

2. All BESS components and mechanical equipment must be enclosed by a minimum 10-foot-high non-scalable perimeter solid wall. Perimeter walls shall be a minimum of 10-feet high and consist of either decorative concrete masonry block or decorative concrete tilt-up walls consistent with the City's Commercial/Industrial Design Guidelines.

3. Height requirements for BESS units shall adhere to a maximum of 12-feet for the equipment itself and 15-feet for the overall building height. These limits shall not apply to the project substation. Vertical stacking of BESS units shall not be permitted.

4. BESS facility utilities and transmission lines shall be installed underground, except when written approval is otherwise granted by the City. Any required above-ground interconnectivity shall be subject to a zone variance.

5. The ground surface of a BESS facility shall be covered with gravel, asphalt, concrete, and other compatible materials. All driveways and pathways between battery energy storage system structures, and any other associated pad-mounted structures, shall contain pervious pavement or similar material.

6. A BESS facility may include, but is not required to include, a single-story warehouse-type Operations and Maintenance (O&M) building for storage of parts used for maintenance. Any

such single-story warehouse-type building shall be consistent with the City's Commercial/Industrial design guidelines.

7. BESS facilities must be set back at least 50-feet from all side, rear, and front lot lines. Access drives and parking may be situated within these setback areas. Additionally, all buildings must have a minimum clearance of 12-feet between BESS components and all buildings, and other exposure hazards unrelated to electrical grid infrastructure.

8. Onsite lighting shall be required for safety and operational purposes. Light fixtures shall not exceed a height of 35-feet.

9. The maximum height of BESS Substation Dead-end Structure shall be 65-feet. The dead-end structure is the onsite substation termination of the transmission line and highest structure for the onsite substation.

10. Prior to the issuance of a building permit, a Comprehensive Sign Program shall be approved by the City. Adequate safety and informational signage shall be posted in clearly visible areas in and around the BESS area and all access points in compliance with City requirements.

C. Parking & Access.

1. Parking and access shall be provided for vehicles consistent with the requirements of Chapter 17.64.

2. Vehicle barriers such as bollards shall be installed to minimize the potential of collision with the BESS facility, as may be required by the City Engineer.

3. Proper emergency access to each BESS facility shall be maintained according to LA County Fire requirements, and an emergency plan for the facility must be submitted to the City's Engineering Department for approval.

D. Noise. BESS facilities may operate 24/7, provided that the operation complies with the City's noise standards as set forth in Chapter 9.28 (Noise). Applicants shall submit equipment and component manufacturer's noise ratings to demonstrate compliance. At the discretion of the Community Development director, a separate noise study shall be required along with compliance by the owner/operator with any mitigation measures recommended to ensure compliance with the noise standards.

E. Landscaping. The listed requirements shall apply to all site improvements regarding the landscape around the BESS facility:

1. A minimum of 10% of the site shall be landscaped.

2. Landscaping or vegetation is not permitted within the screen walls surrounding the BESS units.

3. Required Areas: All setbacks, parkways, open areas, plazas, paseos, and non-work areas outside of the screen walls that are visible from a public street/alley or from a parking lot available to the general public shall be landscaped.

4. Landscape Coverage Requirement: Shrubs, groundcover and other plant material shall cover all areas outside of the screen walls that are visible from a public street/alley or from a parking lot available to the general public and that are not occupied by structures, parking areas, storage, trash enclosures, driveways, and sidewalks at the time of issuance of a Certificate of Occupancy. Embellished pavement, fountains, and similar hardscape materials may, in part, be substituted for the required landscaping through the site plan and design review process.

5. Parkway-Adjacent Planting and Maintenance: Parkways located between the sidewalk and the edge of development shall meet the following requirements:

   (i) The ground surface shall contain shrubs, mulch, or ground cover designed to provide coverage within two years of planting.

   (ii) If a wall or fence separates the development from the street, planning vines or espalier shrubs shall be incorporated into the planning design.

6. Required Landscaping for Loading Aeras: Loading areas shall incorporate landscaping to provide screening if visible from the public right-of-way, adjacent non-industrial uses, or pedestrians.

7. Trees: Perimeter landscaping shall include one street tree for each 30 lineal feet of street frontage.

8. Trees: All trees planted along a street frontage shall be of a minimum 15-gallon size. All other trees planted shall be of a minimum 5-fallon size or have a brown trunk height of 3-feet.

17.40.050 – Required Findings – In addition to the findings required by Chapter 17.70, the Planning Commission and City Council shall make the following findings for a BESS development project:

A. The proposed use will not adversely affect nearby residents and facilities primarily devoted to use by children, families, and the general public, after giving consideration to the distance or proximity of the proposed BESS to residential districts, educational institutions, nursery schools, day camps, day care centers, public parks, playgrounds, places of worship or hospitals.

B. The construction and operation of the facility will have an overall net positive economic benefit to the City. For purposes of this subsection, economic benefits may include, but are not limited to, any of the following:

1. Employment growth;

2. Housing development;

3. Infrastructure and environmental improvements;

4. Assistance to public schools and education;

5. Assistance to City's public safety departments and/or other City departments;

6. Property taxes and sales and use tax revenues;

7. Any other economic benefit that the City, in its sole discretion, determines meets the intent of this provision.

17.40.060 – Conditions of Approval – The following conditions of approval shall be included in any conditional use permit and shall be applicable to any other battery energy storage system governed by a specific plan.

A. BESS facilities shall not store any products, goods, materials, containers, combustible materials, hazardous materials, or high-piled storage on site at any time, unless otherwise subject to a conditional use permit.

B. The construction of a BESS facility, installation, or modification is allowed only upon approval by the City of a development agreement with appropriate standards and public benefits to be negotiated with the City and complying with all other standards imposed by this Chapter.

C. With respect to a conditional use permit, any other conditions as may be reasonably imposed by the Planning Commission or City Council.

17.40.070 - Emergency Response and Action Plan

A. All BESS facilities located in California are required to develop an emergency response and emergency action pursuant to Section 761.3 of the Public Utilities Code as amended from time to time, in collaboration with local emergency response agencies. A copy of the approved emergency operations plan shall be given to the system owner and/or operator, and the fire marshal. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire officials, and emergency responders. The emergency operations plan shall include the following information:

1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.

2. Procedures for inspection and testing of associated alarms, interlocks, and controls.

3. Procedures to be followed in response to notifications from the battery management system, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to emergency personnel for potentially hazardous conditions in the event of a system failure.

4. Emergency procedures to be followed in case of fire, explosions, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures may include sounding the alarm, notifying the fire district, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.

5. Procedures for dealing with battery energy storage facility equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.

6. Other procedures as determined necessary by city officials to provide for the safety of neighboring properties and emergency responders.

7. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

17.40.080 – Insurance and Financial Assurance Requirements

A. The owner and/or operator of any BESS facility shall maintain for the life of the project and the duration of the use of the facility liability insurance policies in a form and amount approved by the City and as set forth in any development agreement. All costs shall be borne solely by the owner and/or operator.

B. To ensure the safe decommissioning of a BESS facility, upon the issuance of a temporary occupancy permit or occupancy permit, the owner and/or operator of the battery energy storage facility shall continuously maintain a financial assurance or security, payable to the city, in a form and amount approved by the city, and in an amount reasonably determined adequate to perform the removal of the battery energy storage facility. The financial assurance shall be maintained for the duration of the use of the facility. All costs shall be borne solely by the owner and/or operator.

C. The amount of financial assurances shall be adjusted every three (3) years to account for any increase or decrease in costs. The operator shall submit written revisions to financial assurances to the public works director each year, thirty days prior to the anniversary date of the initial financial assurances approved by the city. If written revisions to the financial assurances are not provided, the operator shall explain, in writing, thirty days prior to such anniversary date, why revisions were not necessary. The public works director may require further revisions and/or explanation from the operator if the submission is found to be inadequate.

17.40.090 – Decommissioning

A. Decommissioning Plan – Prior to issuance of any permits related to decommissioning activities, the applicant shall submit a decommissioning plan containing a narrative description of the activities to be accomplished for removing the energy storage system from service, and from the facility in which it is located. The decommissioning plan should also include, but not be limited to, the following:

1. Narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;

2. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

3. The anticipated life of the battery energy storage system;

4. The estimated decommissioning costs and how the estimate was determined.

5. The method of ensuring that funds will be available for decommissioning and restoration.

6. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage facility, such as structural elements, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the facility is removed.

7. A listing of any contingencies for removing an intact operational battery energy storage system unit(s) from service, and for removing a battery energy storage system(s) unit from service that has been damaged by a fire or other event.

8. The owner and/or operator of the battery energy storage facility shall implement the decommissioning plan upon abandonment and/or in conjunction with removal of the facility.

9. The manner in which the battery energy storage system will be decommissioned, and the site restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and

10. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

11. The applicant is in compliance with section 17.140.070.

17.40.100 - Change of Ownership – If the owner of a battery energy storage system facility is proposed to change, the owner shall notify the City Manager of the proposed change in ownership at least ninety (90) calendar days prior to the proposed ownership change. Approval by the City Manager shall be required but shall not be unreasonably withheld. In providing that approval, the City Manager may, in his/her reasonable discretion, request information about the new owner to ensure that the new owner has the financial capability and expertise to assume all obligations established and applicable to the battery energy storage system facility, as set forth in any applicable development agreement, conditional use permit, site plan and design review approval, decommissioning plan, and all related financial responsibilities. The owner and/or new owner shall provide, within ten (10) calendar days, any and all information from the date of the City Manager's request. If the change in ownership is approved by the City Manager, the owner, new owner, and City Manager shall execute and record an Assignment and Assumption Agreement, or other form approved by the City Attorney, to formally approve and consent to the change in ownership. No change in ownership shall be effective until such Assignment and Assumption Agreement, or other form approved by the City Attorney, is executed by all parties (with the City Manager on behalf of the City) and recorded.

SECTION 5. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the amendment to the Municipal Code provided for in this Ordinance will not have a significant effect on the environment. There is no possibility that the proposed ordinance, as a textual change to the Municipal Code, may have a significant impact on the physical environment (Section 15061) and because, per Section 15061(b)(3), it can be seen with certainty to have no possibility of a significant effect upon the environment.

SECTION 6. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 7. Publication and Effective Date. The City Clerk shall certify this Ordinance on behalf of the City of Irwindale forthwith upon its adoption and shall cause it to be published in the manner required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 9th day of July, 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF IRWINDALE)

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 800 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on July 9, 2025, and duly adopted at a regular meeting of the City Council of the City of Irwindale held on July 23, 2024, and was carried by the following roll-call vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 800 adopted by the City Council of the City of Irwindale at its regular meeting held July 23, 2025, to be posted at the City Hall, Library, and Post Office on July 24, 2025.

OLA for

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: July 24, 2025

ATTACHMENT “P”

Irwindale Gateway Specific Plan (previously provided)
https://www.irwindaleca.gov/DocumentCenter/View/9565

ATTACHMENT “Q”

Irwindale Gateway Specific Plan DEIR (SCH# 2023020290) (previously provided)
https://www.irwindaleca.gov/DocumentCenter/View/9077

ATTACHMENT “R”

Irwindale Gateway Specific Plan FEIR (SCH# 2023020290) (previously provided)
https://www.irwindaleca.gov/DocumentCenter/View/9603

ATTACHMENT “S”

October 29, 2025 Planning Commission Agenda Packet (electronically provided)
https://www.irwindaleca.gov/DocumentCenter/View/12031/Agenda-Item-4-A