



ECONOMIC DEVELOPMENT COMMITTEE

AGENDA

Wednesday, July 20, 2016

2:00 pm – 4:00 pm

City Council Chambers

150 S. Palm Avenue

- I. **CALL TO ORDER / ROLL CALL** **2:00 PM**

- II. **REVIEW/MODIFICATIONS TO AGENDA**

- III. **PRESENTATIONS:**
 - A. **Renaissance Marketplace – Residential Update** *(Randall Lewis –LHR)*

- IV. **DISCUSSION OF PROPOSED PROJECTS:**
 - A. **SCE Street Light Acquisition Program** *(Robert Eisenbeisz/Amy Crow)*
 - B. **Acosta Development Agreement – City Planning Goals** *(John Dutrey)*
 - C. **RBF Revenue Options** *(Robb Steel)*
 - D. **Predatory Lending Institutions** *(Gina Gibson)*
 - E. **Outdoor Storage Ordinance** *(Gina Gibson)*
 - F. **Mid-Valley Landfill Update** *(Gina Gibson)*

- V. **PROJECT UPDATES:**
 - A. **SANBAG Update** *(Robert Eisenbeisz)*
 - B. **Successor Agency/Oversight Board Updates** *(John Dutrey)*
 - C. **Ayala/ Renaissance Assemblage** *(Robb Steel)*
 - D. **Existing Wal-Mart – Sale Status** *(John Dutrey)*

- VI. **UPCOMING MEETINGS / OTHER DISCUSSION ITEMS**

- Next Scheduled EDC Meeting - August 17, 2016

- VII. **ADJOURNMENT**

CITY OF RIALTO

ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

For Meeting of July 20, 2016

TO:	Honorable Economic Development Committee Members
FROM:	Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer
SUBJECT:	Receive and File the Investment Grade Audit Report and recommend approval of the Purchase and Sale Agreement and Lightpole License Agreement and City Funded Financing Option.
DATE:	July 13, 2016

BACKGROUND:

On January 28, 2014, City Council approved a Letter of Intent Agreement with Siemens Industry, Inc. to initiate a Citywide Street Light Acquisition with the possibility of entering into a proposed Energy Savings Performance Contract and Retrofit Project using Light Emitting Diode (LED) fixtures. To initiate the acquisition process, the City of Rialto paid Southern California Edison (SCE) the required payment of \$10,000 for an initial representative survey of 100 street lights within the City of Rialto.

On October 20, 2014, SCE and Siemens staff conducted a physical inventory of facility types for a representative subset of streetlight facilities, completed a conditional assessment of lamps and fixtures, verified streetlight feed points, identified points of demarcation for the post sale electrical configuration of the system, and established a preliminary "Not To Exceed" value per light pole.

Following the initial valuation SCE conducted an additional audit of approximately 10% of the City's street light system to complete a final determination of the "fair market value" for the sale of the assets to the City, subject to approval by the PUC.

The intent of the Street Light Project with Siemens was to transfer or acquire the streetlight assets from SCE to City, develop a draft Energy Savings Performance Contract (ESPC) to implement the Streetlight Conversion Project, establishing the terms and conditions of a turn-key capital improvement project that would retrofit the existing High Pressure Sodium Vapor (HPSV) light fixtures to Light Emitting Diode (LED) light fixtures.

Siemens successfully completed the Phase I tasks and is currently working on the Phase II tasks, as approved by the City Council on February 23, 2016.

To date, Siemens has completed the following Phase Two tasks:

- Perform an independent in-depth audit of all eligible poles.
- Validate and optimize cut-over costs from the SCE system.
- Develop a representative sample of types of poles to form the basis of the joint SCE-Siemens/Rialto full system Replacement Costs New Less Depreciation (RCNLD) study that minimizes redundant effort.
- Accompany SCE during their final survey and study of the street light system to ensure that the agreed upon representative sample is used and that the parties (Rialto, Siemens and SCE) agree on the facts.
- Provide an initial financing overview and work with Rialto to identify alternative sources of funding.

Phase Two Tasks that still need to be completed:

- Identify over-lit areas of the city and make recommendations as to which lights could potentially be removed.
- Develop final scope of work, executable pricing and project contracts (maintenance, energy efficient upgrades).

ANALYSIS/DISCUSSION:

Investment Grade Audit (IGA)

At the city's request Siemens performed an independent in-depth audit of all eligible poles and has prepared an Investment Grade Audit (IGA) included as **Attachment 1**. The IGA provides the City of Rialto the results of a system wide analysis of the existing LS-1 street light system owned by SCE. Siemens technical staff and their field audit subcontractor, Evari GIS Consulting, completed a pole-by-pole field check of the street lights in the City. The data collected was then compiled into a database, compared to the SCE billing data, and then the anticipated acquisition and LED conversion energy cost savings was calculated.

The first step was obtaining GIS data by the utility (SCE) who currently owns the existing system. By integrating it into a GIS platform, Siemens conducted a data collection phase in which field personnel went to every location to confirm or correct the data, which would then be used to establish a baseline of costs and benefits with regard to the customer (City of Rialto) purchasing, maintaining, and converting the entire system to LED fixtures. Attributes collected included observed pole number, observed wattage, determined by NEMA label affixed to the luminaire, model, type, mast arm angle, pole material, pole condition, and additional related notes.

In total, 5,231 data points were collected during the field audit. This total includes poles that sellable and non-sellable poles. All poles are broken down in the following table:

MATCHED (NON-WOOD)	3,456 ASSETS ON NON-WOOD POLES WERE FOUND IN THE FIELD <u>AND</u> IN THE GIS DATA PROVIDED BY SCE
MATCHED (WOOD)	1,180 ASSETS ON WOOD POLES WERE FOUND IN THE FIELD <u>AND</u> IN THE GIS DATA PROVIDED BY SCE
REMOVALS	123 ASSETS WERE <u>NOT</u> FOUND IN THE FIELD, WHICH WERE IN THE GIS DATA PROVIDED BY SCE
UNMATCHED	590 ASSETS WERE FOUND IN THE FIELD THAT WERE <u>NOT</u> IN THE GIS DATA PROVIDED BY SCE

MATCHED (WOOD): the SCE valuation included (3,813) assets for purchase, of which (350) units were identified as being on wood poles. It is not known which of the (1,180) points collected were part of the SCE valuation, thus a weighted average of the data points collected was used in order to provide energy and cost savings estimates. Upon purchase of the assets, a revised analysis will be conducted using the actual data collected.

As shown, UNMATCHED assets are those that were found within the boundaries of the City of Rialto, but were not listed in the GIS data provided by Southern California Edison. The reason that these assets were not part of the SCE data include: Some poles were private, some poles were on a separate metered or unmetered account, and some poles may have been installed after the data was provided by SCE, and thus will need to be included. It is anticipated that the quantities of street lights that should be included in the City's inventory but were unmatched are an insignificant quantity, and would not have a significant impact on the estimated energy and cost savings.

The City of Rialto has the opportunity to purchase approximately 3,800 street light assets from SCE. The audit verified that there are 350 wood poles, 237 metal, and 3,224 concrete poles **that are eligible for purchase**. If the City moves forward with the purchase of the eligible poles, the City will be maintaining the light fixture and light pole to the point of demarcation, which is the wiring connection at the base of each pole. The wiring at the pole from the point of demarcation going underground remains the property of SCE and therefore their responsibility to maintain.

By purchasing the street light assets, converting them to LED technology and maintaining the system, the City can anticipate an annual cost savings of approximately \$360,000.

A detailed analysis was conducted under the objective of identifying any and all benefits for the City of Rialto to purchase & maintain existing SCE-owned street lights. Upon review of the data collected in the field during the audit, it has been determined that the City of Rialto would benefit from a 3-step process, ending in the owning and operating of an LED street light system:

1. Utility Bill Corrections – while minor in comparison, there were a few discrepancies that were identified:

a. A total of 5 items were found to not actually exist in the field that the City has been and still is paying for, and

b. A total of 206 total fixtures were found to be of different wattages than what the utility had on record. Impacts of correcting these discrepancies will have a positive and negative impact on the City's utility billing; however, the net result is expected to be a reduction. Field Audit Billing corrections are expected to result in an overall City savings of approximately \$541.00 annually. Billing adjustments have already been requested.

2. System Purchase – The City would purchase the existing system under an adjusted cost based on the age of the assets and the discrepancies discussed above. The City will need to identify a method for maintaining the street lights before taking ownership, which will either be performed by City employees or by hiring a third party maintenance contractor.

3. System Conversion – Once the City owns the street lights, it is anticipated that conversion to the more energy efficient LEDs fixtures would be accomplished as soon as possible. This will drastically reduce the cost to operate and maintain the street light system, while providing equal or improved illumination levels.

LS-1 Street Light System Acquisition

Agencies that purchase street lighting equipment from the utility (SCE) can typically incur savings that are attributed to the maintenance – or in this case the “service charge” – of the lighting equipment. Under this scenario, the City would be responsible for the maintenance of the poles and light fixtures, which can be done either by City field staff or by hiring a third party maintenance contractor to maintain the system at a lesser cost than what the utility charges. Because these costs have not been established yet, Siemens used a conservative approach to estimating the cost/fixture/month, which is derived from historical data using Siemens' own street light maintenance group. Siemens' historical data shows that a traditional High-Intensity Discharge (HID) system incurs approximately \$12/fixture/year on average, while an LED system is estimated at \$4/fixture/year. This cost savings includes routine maintenance costs only. Any structural damage to poles or associated wiring is not included in the cost savings calculation.

The table below shows the anticipated savings the City can expect, based on the corrected ledger and after assuming ownership of the existing system, which will place the new assets on the SCE LS-2 B tariff rate prior to LED conversion:

Acquisition Savings- LS-1 Utility owned and maintained to LS-2b City owned and maintained

	KWH	ENERGY COST	TARIFF SERVICE COST	MAINTENANCE COSTS	OPERATING COSTS
LS-1 HPS	1,656,684	\$118,585	\$404,663	\$0	\$523,248
LS-2B HPS	1,656,684	\$118,585	\$112,810	\$45,608	\$277,003
ACQUISITION ANNUAL SAVINGS	0	\$0	\$291,853	(\$45,608)	\$246,245

LED Street Light Conversion

Cities that own the community street lighting system – or portions of it – are permitted to convert the street lights to technologies that are recognized by the LS-2 customer ownership tariff rate, whether it is to improve lighting quality, energy consumption, or any other reason. LED street lighting technology is recognized by the SCE LS-2 tariff, which is why many cities are converting their street lights to LED as it provides both a better lit environment and reduced energy costs.

High Pressure Sodium Technology

The most common technology found to make up the majority of existing systems in southern California is that of a High Pressure Sodium (HPS) light source. HPS is a form of gas-discharge technology that uses an excited state to produce light. With a typical efficacy of 100 lumens per watt (lm/w) as-well-as their relatively low operational costs, HPS lamps were historically considered a good light source for outdoor applications; however, due to their poor Color Rendering Index (CRI) value of approximately 20 CRI, HPS technology is quite limited. With an average life of approximately 12,000 – 24,000 operational hours, HPS lamps also require replacement every three to six years and the ballasts need to be replaced about every seven years and the entire fixture is typically about every ten years.

Light Emitting Diode (LED) Technology

Light Emitting Diode technology is a form of solid state lighting that is a two-lead semiconductor light source, which utilizes a p-n junction diode that emits a light when activated. Over the last several years, LEDs have met and exceeded the efficacy of HPS systems, with efficacy values at about 100 lm/w, and with some (mainly those found in typical street light fixtures) achieving over 120 lm/w, thus making them a solid-state equivalent light source for a multitude of applications, including roadway lighting. Unlike their HPS counterparts, LEDs have a higher CRI, with values exceeding 80 CRI, which improves the quality of the light. LED fixtures have an expected service life of over 100,000 hours (approximately 24 years) which is 3 to 6 times longer than the expected life of the HPS technology.

Benefits of LED over HPS

Due to the exceptional operational life, when compared to HPS technology, LEDs are less expensive to both operate and maintain. With their higher efficacy and improved perceived lumen output, LEDs are able to operate using less energy, for a longer period of time. Because the characteristics of an LED light source are better than those of an HPS lamp, many municipalities have taken steps to convert their street light inventories as well as other outdoor area lighting applications.

The results of the Investment Grade Assessment of the street light system throughout the City of Rialto show that by acquiring the SCE owned LS-1 street lights from SCE and converting them to LED technology, the City can save about \$360,115 annually, which is in addition to the savings in maintenance costs. The combined cost savings amounts to a net reduction of over 68% for maintenance and operating costs associated with the street light system, as shown in Table below.

Acquisition and LED Conversion Savings

	Energy (Kwh)	Energy Cost	Tariff Service Cost	Maintenance Cost	Operating Costs
Field Audit Savings	1,643	\$118	\$424	\$0	\$541
Acquisition Savings	0	\$0	\$291,853	(\$45,608)	\$246,245
LED Conversion Savings	1,158,768	\$82,945	\$0	\$30,384	\$113,329
Total Annual Savings	1,160,411	\$83,063	\$292,277	(\$15,224)	\$360,115

The annual cost savings can then offset the initial projects costs, reoccurring maintenance costs and provide the City with a positive project cash flow throughout the 20 year lifetime of the street light fixtures. The table below shows the summary results of a 20 year LED program of over \$4.2 Million in estimated savings. This includes estimated energy and distribution costs from SCE derived from historical trend data, LED street light maintenance costs and pole knockdown costs adjusted for inflation throughout the term, as well as a 1% finance rate from internal City financing per City approval.

	Street Light Program Costs	Year 1	Years 2-10	Years 11-20	Total
A	Utility Owned HPS Energy, Distribution and Maintenance	\$523,248	\$5,414,232	\$7,817,269	\$13,754,750
B	City owned LED Energy and Distribution	\$148,451	\$1,535,048	\$2,213,730	\$3,897,230
C	LED Street Light Maintenance	\$15,224	\$151,475	\$380,650	\$547,348
D	Knockdown Maintenance	\$45,000	\$447,738	\$600,644	\$1,093,382
E	Program Finance	\$200,199	\$1,801,795	\$2,001,994	\$4,003,988
F	Total Annual Savings (F= A-B-C-D-E)	\$114,374	\$3,936,055	\$5,197,018	\$4,212,802

Agreement Review

Over the past three months, the City of Rialto's negotiating team; comprised of the City Attorney, City staff and consultants; has participated in several conference calls with SCE staff and their legal representatives to discuss the language in both the Purchase and Sale Agreement and the No-Fee Lightpole License Agreement which are included as **Attachment 2** and **Attachment 3** respectively. During these conference calls, the City negotiating team conducted a line by line review of both agreements and made recommendations on language changes in several areas. In most cases SCE was agreeable to those language changes which will better protect the City; however, a couple of outstanding issues remain, each of which appear to be policy issues. These outstanding issues are as follows and are likely non-negotiable.

1. Purchase and Sale Agreement.

- a. **Tax Liability.** The agreement requires the City to pay for all taxes resulting from the purchase of the street lights. This includes any taxes that SCE would normally be assessed for any appreciation it realizes in the value of the sale, which is normally a tax paid by the seller. We understand this amount is approximately \$50,600. SCE has indicated that this is a non-negotiable point.
- b. **Indemnity for Property Title Issues.** SCE assumes no extended liability if any issue arises after the sale regarding appropriate easement or property rights to each location where the street lights are situated. As such, if anyone claims inconsistent property rights to areas where the transferred street lights are situated, the City would have to defend the claim at its expense. It is anticipated that any such claims would be very unlikely, given the length of time that most poles have been at their current locations. As such, this may be a low risk. Although title insurance to address this issue could be explored, it would not likely be cost effective.

2. No-Fee Light pole License Agreement. SCE maintains wireless communication equipment (for their internal system operational needs) on some of the poles being transferred and, as such, insists on having a license agreement to allow the equipment to continue to operate on those poles. SCE also wishes to reserve the right to add more communication equipment on the poles, should the need arise. The language restricts the City from allowing anything on the poles that interferes with SCE's communication equipment. We understand from both representatives of SCE, Alex Valenti of Siemens, and other sources that it is unlikely that there would be any such interference based upon the frequencies being used. Siemens indicates that there are currently less than 10 poles affected and they are not expected to increase to a significant number relative to the approximately 3,800 poles that would be purchased. As

such, this may prove to be an issue that is insignificant. Nevertheless, given the intent of the City to explore installation of other devices on street lights in the future, this risk may need to be explored further. Although the language has been revised to give the City more latitude to install other devices on poles, the restriction still applies prohibiting any device that may interfere with SCE’s communication equipment.

SCE’s deadline to finalize a purchase and sale agreement and No-Fee Lightpole License Agreement is August 15, 2016. If the City of Rialto fails to agree to the terms of the agreements and finalize them before this date, SCE indicates that the opportunity to purchase the street lights will no longer be available.

FINANCIAL IMPACT:

SCE provided the City with a non-negotiable purchase price of \$2,112,709 for the acquisition of 3,813 poles as itemized below.

SCE Valuation

	Quantity	RCNLD Price
Non-Wood	3,463	\$1,383,206
Wood	350	\$346,898
Total	3,813	\$1,730,104
Ad Hoc Replacements		\$183,044
Omissions and Exclusions		\$34,602
Tax Adjustment		\$50,609
Transition Cost		\$114,390
Total Sale Price		\$2,112,709

- Ad Hoc replacements are an estimate of poles replaced without developers contribution (2% estimated).
- Omissions and Exclusions include other asset components- riser poles, insulators, down guy.
- Tax adjustment is to recover tax implication.
- Transition cost is related to transfer of ownership tasks.

The Street Light Acquisition and LED Retrofit Project estimated cost is \$3,612,709 as shown in the following Table.

Budgetary Street Light Program Costs	
SCE Street Light Acquisition	\$2,112,709
Asset Transfer*	\$150,000
LED Conversion*	\$1,350,000
Total	\$3,612,709

*Budgetary pricing.

Additional annual costs

- Streetlight maintenance
- Knockdown response

If financed by a private loan, the annual payment could be \$312,990 annually for 13 years. If financed by a City loan, the annual payment would be \$200,199 for 20 years. The Table below provides a comparison of the two options.

Current Financing Options: Cash Flow Projection

Year	PRE-Acquisition	POST-Acquisition	Cash Flow	Private Loan \$312,980 Net Cash Flow	City Loan \$200,199 Net Cash Flow	Variance
1*	523,248	208,675	407,406	87,680	207,207	119,527
2	537,760	213,976	323,784	10,804	123,585	112,781
3	552,683	219,418	333,265	20,285	133,066	112,781
4	568,030	225,003	343,027	30,047	142,828	112,781
5	583,812	230,736	353,076	40,096	152,877	112,781
6	600,043	236,621	363,422	50,442	163,223	112,781
7	616,735	242,661	374,074	61,094	173,875	112,781
8	633,901	248,861	385,040	72,060	184,841	112,781
9	651,556	255,225	396,331	83,351	196,132	112,781
10	669,713	261,759	407,954	94,974	207,755	112,781
11-20	7,817,269	3,195,024	4,622,245	3,683,305	2,620,255	-1,063,050
			TOTAL	\$4,234,138	\$4,305,644	\$71,506

If purchased, the street lights would remain exempt from the Utilities Users Tax (UUT), which is currently the case under SCE's ownership. As a result, there will be no loss in UUT revenues.

RECOMMENDATIONS:

Staff requests the Economic Development Committee to recommend that the Rialto City Council:

- Receive and File the Investment Grade Audit Report
- Recommend approval of the Purchase and Sale Agreement and Lightpole License Agreement
- Approve City Funded Financing Option.

Attachments:

1. Investment Grade Audit (IGA) Report
2. SCE Purchase and Sale Agreement
3. SCE Lightpole License Agreement

2016

Street Light Investment Grade Audit City of Rialto, CA



Siemens Mobility ITS

7/13/2016

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SIEMENS

The Siemens Intelligent Traffic Systems (ITS) Energy Services team is a dedicated organization within Siemens ITS who works exclusively with local agencies to assist in the development of LED street light conversion projects. To date, Siemens ITS Energy Services team has completed over \$60 million in street light conversion projects. We specialize in maintenance, and therefore have a long term view in selecting high quality lighting solutions that will meet the cities needs over many years. Nationally, Siemens has completed:

- LED conversion of over 150,000 street lights
- Over 500,000 traffic signal LED conversions
- Over 300 street and traffic light maintenance contracts with public agencies

1. Introduction

The following Investment Grade Audit provides the City of Rialto the results of a system wide analysis of the Southern California Edison (SCE) owned and maintained LS-1 street light system. Siemens ITS staff and field audit subcontractor Evari GIS Consulting completed a pole-by-pole field check of the street lights in the City. The data collected was then compiled into a database, compared to the SCE billing data, and the anticipated acquisition and LED conversion cost savings was calculated.

The City of Rialto has the opportunity to purchase approximately 3,806 street light assets from SCE. By purchasing the street light assets, converting them to LED technology and maintaining the system, the City can anticipate an annual cost savings of \$360,115.

TABLE 1.1 Street Light Acquisition and LED Conversion Annual Savings

	Energy (Kwh)	Energy Cost	Tariff Service Cost	Maintenance Cost	Operating Costs
Field Audit Savings	1,643	\$118	\$424	\$0	\$541
Asset Acquisition Savings	0	\$0	\$291,853	(\$45,608)	\$246,245
LED Conversion Savings	1,158,768	\$82,945	\$0	\$30,384	\$113,329
Total Annual Savings	1,160,411	\$83,063	\$292,277	(\$15,224)	\$360,115

The annual cost savings can then offset the costs of acquiring the system, including acquisition, LED conversion and reoccurring maintenance costs and provide the City with a positive project cash flow throughout the 20 year lifetime of the street light fixtures. Considering budgetary project costs and estimated maintenance costs, the City can anticipate over \$4.2 Million in LED program savings over the 20 year period.

In addition, Siemens identified 123 assets where no street light fixture was present during the field audit. These are points where the City is currently being billed but are not receiving lighting service. The City must consider if the lighting service is to be reestablished in these locations or not. If the City decides to return service than no additional annual savings may occur, though a credit from the Utility may be warranted. If the City decides not to reestablish lighting service, than additional savings will be realized. The total annual cost the City is incurring for these 123 street light assets is \$17,211.

2. Scope of Work

Street Light System Audit

The first step in performing the audit was obtaining GIS data by the utility Southern California Edison (SCE) who currently owns the existing system. By integrating it into a GIS platform, Siemens conducted a data collection phase in which field personnel went to every location provided in the system to confirm or correct the data, which would then be used to establish a baseline of costs and benefits with regards to the customer purchasing, maintaining, and converting the entire system to LEDs. Attributes collected included observed pole number, observed wattage determined by NEMA label affixed to luminaire and observed at grade, model, type, mast arm angle, pole material, pole condition, and work crew notes.

In total 5,349 data points were collected during the field audit, which is broken down in the following table:

MATCHED (NON-WOOD)	3,456 ASSETS ON NON-WOOD POLES WERE FOUND IN THE FIELD <u>AND</u> IN THE GIS DATA PROVIDED BY SCE
MATCHED (WOOD)	1,180 ASSETS ON WOOD POLES WERE FOUND IN THE FIELD <u>AND</u> IN THE GIS DATA PROVIDED BY SCE
REMOVALS	123 ASSETS WERE <u>NOT</u> FOUND IN THE FIELD, WHICH WERE IN THE GIS DATA PROVIDED BY SCE
UNMATCHED	590 ASSETS WERE FOUND IN THE FIELD THAT WERE <u>NOT</u> IN THE GIS DATA PROVIDED BY SCE

MATCHED (WOOD): the SCE valuation included 3,813 assets for purchase (see Attachment B), of which 350 units were on wood poles. It is not known which of the 1,180 points collected were part of that valuation, thus a weighted average of the data points were collected in order to provide energy and cost savings figures to the customers. Upon purchase of the 350 assets, a revised analysis will be conducted using the actual data for the customer-owned street light system.

As shown, UNMATCHED assets are those that were found within the boundaries of the City of Rialto, CA , but were not listed in the GIS data provided by Southern California Edison. Reasons for these assets not being part of the SCE data range from them being private, on a separate metered or unmetered account, or some might be assets that were installed after the data was provided, and thus will need to be included in any additional reports. It is assumed that the quantities of street lights that should be included in the customers inventory that were unmatched are immaterial by definition, and would not have a significant impact on the energy and cost savings stated in this report.

Street Light System Analysis

A detailed analysis was conducted under the objective of identifying any and all benefits for the City of Rialto to purchase & maintain the existing Utility owned street light system. Upon review of the data collected in the field during the audit, it has been determined that the City of Rialto, CA would benefit from a 3-step process, ending in the owning and operating of an LED street light system:

1. Utility Bill Corrections – while minor in comparison, there were a few discrepancies that were identified:
 - a. 206 total fixtures were found to be of different wattages than what the utility had on record. Impacts of correcting these discrepancies will have a positive and negative impact on the customers utility bill, however the net result was positive, however small.

- b. 123 assets were identified as not in the field- either without fixtures attached or poles missing. These are points where the City is currently being billed but are not receiving lighting service. The City will need to determine if service needs to be returned or if billing adjustment should be made. 5 of these assets are assumed to be eligible for purchase but were not found to exist in the field.
2. Street Light System Purchase – the customer should purchase the existing system under an adjusted cost based on the added age of the assets since its last valuation and the discrepancies discussed. The customer should also identify a method for maintaining a street light system before taking ownership, which – as mentioned below – would be to either perform the maintenance “in-house” or hire a 3rd party contractor.
3. Street Light System LED Conversion – once the customer owns their street lights, they should move forward with a conversion to more energy efficient LEDs. This will drastically reduce the cost to operate and maintain the street light system, while providing equal or improved light levels based on the perceived lumens of both systems.

3. Street Light Tariff Structure

The street lights analyzed are located through the City and are unmetered street lights in Southern California Edison (SCE) territory. They into two main tariffs:

- LS-1: Utility owned and Utility maintained
- LS-2: City owned and City maintained

The street light tariffs have two components that makeup the costs associated with operating and maintaining the street lights. The energy costs are based on the total kWh of a system, and the facility charges (also known as "Service Charges") are based on the wattage and lamp of each fixture, and are applied on a monthly basis.

LS-1 Tariff Detail

Applicable to service for the lighting of streets, highways, and publicly-owned and publicly-operated automobile parking lots which are open to the general public where SCE owns and maintains the street lighting equipment and associated facilities under this schedule.

LS-1 Street Light Tariff

	Delivery Service							Generation			
	Trans	Distribution	NSGC	NDC	PPPC	DWRBC	PUCRF	Total	UG	DWREC	Total
LS-1 All Night Service	0.00831	0.00981	0.00199	-0.00085	0.01098	0.00539	0.00033	0.03596	0.03584	-0.00022	0.03562

Cost / Lamp / Month	
HPS	
50 Watt	8.87
70 Watt	8.81
100 Watt	8.81
150 Watt	9.31
200 Watt	9.75
250 Watt	9.61
310 Watt	9.80
400 Watt	9.68
LED	
50 WattEquivalent	9.43
70 WattEquivalent	9.61
100 WattEquivalent	9.75
150 WattEquivalent	10.44
200 WattEquivalent	11.30
250 WattEquivalent	12.93
400 WattEquivalent	13.75

TOTAL ENERGY CHARGES: 0.07158

LS-2 Tariff Detail

Applicable to unmetered service for the lighting of streets, highways, other public thoroughfares, and publicly-owned and publicly-operated automobile parking lots, which are open to the general public, where the customer owns the street lighting equipment including, but not limited to, the pole, mast arm, luminaire and lamp, and all connecting cable in a street light system.

LS-2b Street Light Tariff

	Delivery Service							Generation			
	Trans Distribution	NSGC	NDC	PPPC	DWRBC	PUCRF	Total	UG	DWREC	Total	
LS-2 All Night Service	0.00831	0.00981	0.00199	-0.00085	0.01098	0.00539	0.00033	0.03596	0.03584	-0.00022	0.03562

Cost / Lamp / Month	
ALL LAMPS	\$2.47

TOTAL ENERGY CHARGES:	0.07158
------------------------------	----------------

It should be noted that all calculated costs stated in this report are based on the current tariffs. Any changes to the LS-1 and LS-2 B tariffs and associated rates will result in changes to the calculated values.

Both the LS-1 and LS-2 B tariffs are included in Attachment A for the customers' review.

4. Existing LS-1 Street Light System

In reference to Attachment B which was a valuation provided by SCE for purchase of an existing inventory, a total asset count of 3,813 assets is stated. However, the data provided by the utility for the data collection stage in the field only listed a total of 3,811 assets. It is assumed that the 2 missing data points were of the non-wood material, as the initial quantity of non-wood attached assets in the valuation (Attachment B) was 3,463, with all 5 of the REMOVAL assets being of the same material, the missing points become the difference. Furthermore, it is unknown what the missing data points were, with regards to wattage and lamp type.

TABLE 2.1 – SCE Data Quantities and Asset Types

POLE MATERIAL	SCE WATTAGE & LAMP	QTY
CONCRETE	50 HPS	2
	70 HPS	1770
	100 HPS	1189
	150 HPS	210
	200 HPS	52
	250 HPS	1
METAL	70 HPS	190
	100 HPS	42
	150 HPS	5
WOOD	100 HPS	150
	150 HPS	24
	200 HPS	13
	250 HPS	1
	70 HPS	162
GRAND TOTAL		3811

LS-1 Street Light System Baseline

The existing system is currently being billed under the LS-1 tariff rate, with the quantities and types shown in table 2.1 above. Establishing an existing system baseline is important for identifying billing changes that would occur under billing corrections, asset purchases, and conversions.

Under the SL-1 tariff rate, annual baseline costs for the existing system are shown in table 2.2 below:

TABLE 2.2 – Existing Street Light System Baseline Costs

	ANNUAL KWH	ANNUAL ENERGY COSTS	ANNUAL FACILITY COST	TOTAL ANNUAL OPERATING COSTS
RIALTO, CA	1,656,684	\$118,585	\$404,663	\$523,248
GRAND TOTAL	1,656,684	\$118,585	\$404,663	\$523,248

During the data collection stage, the data provided by SCE was used for verification of asset location. It has been determined that an additional 5 assets that had GIS data assigned to them were in fact not in the field. Table 2.3 below shows the pole material, wattage, and lamp type for these missing assets. These assets should be removed from the current billing system, unless the customer wishes to have them reinstalled.

TABLE 2.3 – Street Light Assets Not Identified in Field

POLE MATERIAL	SCE WATTAGE & LAMP	QTY
CONCRETE	70 HPS	2
	100 HPS	1
METAL	70 HPS	1
	100 HPS	1
GRAND TOTAL		5

In addition to missing assets, there were instances where the observed wattages and lamp types did not match the existing SCE data, thus not matching the existing billed system. Table 2.4 shows the wattage and lamp type variances found during the data collection phase.

TABLE 2.4 – Wattage and Lamp Variances

FIELD OBSERVED WATTAGE & LAMP TYPE	SCE WATTAGE & LAMP						VARIANCES
	50 HPS	70 HPS	100 HPS	150 HPS	200 HPS	250 HPS	
70 HPS	2		86	2	2		95
100 HPS		62		8	6		78
150 HPS		3	10				13
200 HPS		2	3	5			10
250 HPS			1				1
400 HPS					1		1
94 LED			2				2
103 LED		1					1
106 LED		1					1
189 LED		1	3				4
VARIANCES	2	72	108	15	9	-	206

The black boxes in Table 2.4, represent the data matching in the SCE dataset and the field audit data. Quantities above the black line represent the billing data variances where the City is currently paying in excess of the actual field observed light fixture tariff rate. Quantities below the black line represent the billing data variances where the City is currently paying less than the actual field observed light fixture tariff rate.

The primary approach for converting to LEDs is a one-for-one energy conservation measure (ECM) under the assumption that the customer is generally satisfied with the existing lit environment. While billing accuracy is important for the customer even with a High Intensity Discharge (HID) lighting system, the main reason for identifying inaccuracies between book values and field values with respect to wattage and lamp type is for the design of the LED system, which is best done by trying to achieve a lit environment that is equal to the existing one. Thus a field value in this regard supersedes ledger values.

TABLE 2.5 – Final Scope Quantities

POLE MATERIAL	WATTAGE & LAMP	QTY
CONCRETE	70 HPS	1790
	100 HPS	1159
	150 HPS	208
	200 HPS	53
	250 HPS	2
	400 HPS	1
	94 LED	2
	103 LED	1
	106 LED	1
	189 LED	4
METAL	70 HPS	190
	100 HPS	40
	150 HPS	5
WOOD	100 HPS	150
	150 HPS	24
	200 HPS	13
	250 HPS	1
	70 HPS	162
GRAND TOTAL		3806

The existing system can also be broken down by fixture style, which is not considered material for the energy and service charges, however for a light source conversion; style is identified to assure that all fixtures are replaced with the correct LED material. Table 2.6 below breaks the assets down by style:

TABLE 2.6 – Existing System Street Light Styles

STYLE	QTY	EXAMPLE
COBRAHEAD	3724	
DOUBLE COBRAHEAD	4	
GATEWAY	38	
POST TOP	40	
GRAND TOTAL	3806	

Field Audit LS-1 Billing Corrections

Siemens recommends that the utility be notified of all billing adjustments in an attempt to reach 100% billing accuracy. This includes discussing the assets that were not found in the field during the data collection phase, as well as the wattage and lamp variances identified in Table 2.4.

Once the system corrections have been recognized by the utility, the customer can expect to see a minor adjustment to system costs as that shown in Table 3.1 below:

TABLE 3.1 – Field Audit Correction Annual Cost Savings

	KWH	ENERGY COST	TARIFF SERVICE COST	MAINTENANCE COSTS	OPERATING COSTS
LS-1 HPS	1,658,327	\$118,703	\$405,087	\$0	\$523,790
FIELD AUDIT CORRECTED	1,656,684	\$118,585	\$404,663	\$0	\$523,248
FIELD AUDIT ANNUAL SAVINGS	1,643	\$118	\$424	\$0	\$541

In addition, Siemens identified an additional 123 data points in the SCE data, where street light fixtures were not present during the field audit. The City must consider if the lighting service is to be returned in these locations or not. If the City decides to return service than no additional annual savings may occur, though a credit from the Utility may be warranted. If the City decides not to reestablish lighting service, than additional savings will be realized. The total annual cost the City is incurring for these 123 street light assets is \$17,211.

5. LS-1 Street Light System Acquisition

Customers who purchase street lighting equipment from their utility can typically incur savings that are attributed to the maintenance – or in this case the “service charge” – of their lighting equipment. Under this scenario, the customer is responsible for the maintenance of the lighting system, which can be done either by their own maintenance department or by hiring a 3rd party to maintain the system at a lesser cost than what the utility cost was. Because these new costs have not been established yet, Siemens takes a conservative approach to estimating the cost/fixture/month, which is derived from historical data from Siemens’ own street light maintenance group.

Because energy consumption will not have changed, these costs are not affected by the purchase of the system.

Once the customer purchases their existing system, they will be required to maintain the street lights on their own, which can be done either through a in-house approach in which the customer has their own street light maintenance system, or by hiring a 3rd party maintenance contractor like Siemens to manage the system. Siemens’ historical data shows that a traditional HID system incurs approximately \$12/fixture/year on average, while an LED system is \$4/fixture/year. Service cost savings includes routine maintenance costs only. Any structural damage to poles or associated wiring is not included in the cost savings calculation.

Table 3.2 below shows the new anticipated savings the customer will see, based on the corrected ledger and after assuming ownership of the existing system, which will place the new assets on the SCE LS-2 B tariff rate:

TABLE 3.2 – Acquisition Savings- LS-1 Utility owned and maintained to LS-2b City owned and maintained

	KWH	ENERGY COST	TARIFF SERVICE COST	MAINTENANCE COSTS	OPERATING COSTS
LS-1 HPS	1,656,684	\$118,585	\$404,663	\$0	\$523,248
LS-2B HPS	1,656,684	\$118,585	\$112,810	\$45,608	\$277,003
ACQUISITION ANNUAL SAVINGS	0	\$0	\$291,853	(\$45,608)	\$246,245

6. LED Street Light Conversion

Customer who own the community street lighting system – or portions of it – are permitted to convert the street lights to technologies that are recognized by the LS-2 customer ownership tariff rate, whether it is to improve lighting quality, energy consumption, or any other reason. LED street lighting technology is recognized by the SCE LS-2 tariff, which is why many customers are converting their street lights to LEDs as it provides both a better lit environment and improved energy consumption.

High Pressure Sodium Technology

The most common technology found to make up existing systems is that of a High Pressure Sodium (HPS) light source. HPS is a form of gas-discharge technology that uses an excited state to produce light. With a typical efficacy of 100 lumens per watt¹ (lm/w) as-well-as their relatively low operational costs, HPS lamps were historically considered a good light source for outdoor applications. However, due to their poor Color Rendering Index (CRI) value of approximately 20 CRI, HPS technology is quite limited. With an average life of approximately 12,000 – 24,000 operational hours, HPS lamps require replacement every three to six years; the ballasts need to be replaced every seven years and the entire fixture every ten years.

Light Emitting Diode Technology

Light Emitting Diode (LED) technology is a form of solid state lighting that is a two-lead semiconductor light source, which utilizes a p-n junction² diode that emits a light when activated. Over the last several years, LEDs have met and exceeded the efficacy of HPS systems, with efficacy values for street lights in the vicinity of 100 lm/w, and some – mainly those found in cobra head style luminaires – achieving over 120 lm/w, thus making them a solid-state equivalent light source for a multitude of applications, including roadway lighting. Unlike their HPS counterparts, LEDs have a higher CRI, with values exceeding 80 CRI, which improves the quality of the light for Mesopic vision³ applications. LED fixtures have an expected service life of over 100,000 hours (approximately 24 years) which is 3-to-6 times longer than the expected lifetime of the incumbent HPS technology.

Benefits of LED over HPS

While efficacy and CRI are not the only metrics for comparing LEDs to Sodium lamp sources, it is a good start when looking at the quantitative and qualitative benefits that LEDs have over their HPS equivalents. In addition to improved efficacy values, the electromagnetic-spectrum range that LED light sources fall unto has an improved impact on the lumens perceived by the human eye, making the lumen-for-lumen measurement between and LED and HPS light sources a scaled comparison, which favors LED technology’s affect on outdoor applications. Due to the exceptional

¹ When measured for Photopic lighting conditions

² A boundary or interface between two types of semiconductor material, p-type and n-type, inside a single crystal of semiconductor

³ Light levels range from luminances of approximately 0.001 to 3 cd m⁻²

operational life, when compared to HPS technology, LEDs are less expensive to both operate and maintain. With their higher efficacy and improved perceived lumen output, LEDs are able to operate using less energy, for a longer period of time. Furthermore, LEDs have historically been guided by Moore’s Law, with their exponential growth in efficacy having an inverse relationship to their costs.

Because the characteristics of an LED light source outshine those of an HPS lamp, the Light Emitting Diode (LED) has become the primary light source for cities and municipalities with respect to roadway and outdoor area lighting applications.

7. Recommended Fixtures for the City of Rialto, CA

For the majority of the fixtures, the City selected the GE Evolve series fixture to replace all cobra head style fixtures that are still utilizing HID technologies. The Evolve is optimized for customers requiring a LED solution for local, collector and major roadways. Its unique reflective optics is designed to optimize application efficiency and minimize glare while the modern design incorporates the heat sink directly into the unit for heat transfer, thus prolonging LED life. This reliable unit has a 100,000 hour design life, significantly reducing maintenance needs and expenses over the life of the fixture. This efficient solution lowers energy consumption compared to traditional HID fixture for additional operating cost savings.

In conducting the audit, it was also discovered that some of the street lights are of decorative nature in two different styles: gateway and post top. For these fixtures, Siemens selected the EYE Lighting LEDioc retrofit system, which is a decorative retrofit kit – NOT a replacement lamp – that can be specifically designed around the existing luminaire, to provide a 10 year warranty with a DLC listed product, available in 3000K, 4000K, or 5000K CCT. The LED retrofit kit includes a separate LED light source, LED driver and transient immunity device (TID). All three components are individually replaceable. The LED retrofit kit is capable of field adjusting the light center length of the LED light source to match the photometric light center length of the original luminaire, making it easier to match the existing lit environment.

For further details on both GE and EYE Lighting specified products, see Attachment C.

TABLE 4.1 Proposed LED System

STYLE	LINE ITEM	CATALOG NUMBER	WATTAGE	QTY
COBRAHEAD	A	ERL1-0-03-B1-40-A-GRAY	25	2,098
	B	ERL1-0-04-B1-40-A-GRAY	32	1,349
	C	ERL1-0-07-C1-40-A-GRAY	67	199
	D	ERL1-0-10-C1-40-A-GRAY	90	66
	E	ERL1-H-0-13-C1-40-A-GRAY	125	3
	F	ERS2-0-19-C1-40-A-GRAY	162	1
	I	(ALREADY LED)	94	2
	J	(ALREADY LED)	103	1
	K	(ALREADY LED)	106	1
	L	(ALREADY LED)	189	4
DOUBLE COBRAHEAD	A	ERL1-0-03-B1-40-A-GRAY	25	4
GATEWAY	G	LES - 57W443 - 840 - HWD - XXXX - UNV - 1	57	38
POST TOP	H	LES - 37W333 - 840 - HWD - XXXX - UNV - 1	37	40
GRAND TOTAL				3,806

With a 70% reduction in energy consumption, the proposed system has a significantly lower operating cost than traditional HID systems, by comparison. As shown in Table 4.2 below, the total costs of the existing system are lower by a large margin than those in Table 2.7 above:

TABLE 4.2: LED Conversion Savings

	KWH	ENERGY COST	TARIFF SERVICE COST	MAINTENANCE COSTS	OPERATING COSTS
LS-2B HPS	1,656,684	\$118,585	\$112,810	\$45,608	\$277,003
LS-2B LED	497,916	\$35,641	\$112,810	\$15,224	\$163,675
LED CONVERSION SAVINGS	1,158,768	\$82,945	\$0	\$30,384	\$113,329

Summary

The results of the Investment Grade Assessment of the street light system throughout the City of Rialto show that by acquiring the utility owned LS-1 street lights from SCE and converting them to LED technology, the City can save \$360,115 annually.

This savings consists of field audit savings, acquisition savings and LED conversion savings. The combined savings amounts to the net reduction of over 68% in operating costs associated with the street light system, as shown in Table 4.3 below.

TABLE 4.3: Acquisition and LED Conversion Savings

	Energy (Kwh)	Energy Cost	Tariff Service Cost	Maintenance Cost	Operating Costs
Field Audit Savings	1,643	\$118	\$424	\$0	\$541
Acquisition Savings	0	\$0	\$291,853	(\$45,608)	\$246,245
LED Conversion Savings	1,158,768	\$82,945	\$0	\$30,384	\$113,329
Total Annual Savings	1,160,411	\$83,063	\$292,277	(\$15,224)	\$360,115

The annual cost savings can then offset the initial projects costs, reoccurring maintenance costs and provide the City with a positive project cash flow throughout the 20 year lifetime of the street light fixtures. Table 4.4 shows the summary results of a 20 year LED program of over \$4.2 Million in estimated savings. This includes estimated energy and distribution costs from SCE derived from historical trend data, LED street light maintenance costs and pole knockdown costs adjusted for inflation throughout the term, as well as a 1% finance rate from internal City financing per City approval. Further detail of the associated budgetary costs and cash flow detail can be found in attachment D.

TABLE 4.4: Twenty Year LED Program Cost Savings

	Street Light Program Costs	Year 1	Years 2-10	Years 11-20	Total
A	Utility Owned HPS Energy, Distribution and Maintenance	\$523,248	\$5,414,232	\$7,817,269	\$13,754,750
B	City owned LED Energy and Distribution	\$148,451	\$1,535,048	\$2,213,730	\$3,897,230
C	LED Street Light Maintenance	\$15,224	\$151,475	\$380,650	\$547,348
D	Knockdown Maintenance	\$45,000	\$447,738	\$600,644	\$1,093,382
E	Program Finance	\$200,199	\$1,801,795	\$2,001,994	\$4,003,988
F	Total Annual Savings (F= A-B-C-D-E)	\$114,374	\$3,936,055	\$5,197,018	\$4,212,802

ATTACHMENT 1

ATTACHMENT A - STREET LIGHT TARIFFS



Southern California Edison
 Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 58336-E
 Cancelling Revised Cal. PUC Sheet No. 57886-E

Schedule LS-1
LIGHTING - STREET AND HIGHWAY - UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 1

APPLICABILITY

Applicable to service for the lighting of streets, highways, and publicly-owned and publicly-operated automobile parking lots which are open to the general public where SCE owns and maintains the street lighting equipment and associated facilities included under this Schedule.

TERRITORY

Within the entire territory served.

RATES

	Delivery Service							Generation		
	Trans*	Distribn*	NSGC*	NDC*	PPPC*	DWRBC*	PUCRF*	Total*	UG***	DWREC**
Energy Charge* - \$/kWh/Lamp/Month										
All Night Service	0.00831 (I)	0.00981 (I)	0.00199 (R)	(0.00085) (R)	0.01098 (I)	0.00539 (I)	0.00033 (I)	0.03596 (I)	0.03584 (R)	(0.00022) (I)
Midnight Service	0.00831 (I)	0.00981 (I)	0.00199 (R)	(0.00085) (R)	0.01098 (I)	0.00539 (I)	0.00033 (I)	0.03596 (I)	0.03584 (R)	(0.00022) (I)
All Night/Midnight Service Charge										
Incandescent Lamps** - \$/Lamp/Month										
103 Watt		9.53						9.53		
202 Watt		9.48						9.48		
327 Watt		9.48						9.48		
Mercury Vapor Lamps** - \$/Lamp/Month										
100 Watt		8.87						8.87		
175 Watt		8.81						8.81		
250 Watt		9.29						9.29		
400 Watt		9.75						9.75		
700 Watt		9.68						9.68		
High Pressure Sodium Vapor Lamps - \$/Lamp/Month										
50 Watt		8.87						8.87		
70 Watt		8.81						8.81		
100 Watt		8.81						8.81		
150 Watt		9.31						9.31		
200 Watt		9.75						9.75		
250 Watt		9.61						9.61		
310 Watt		9.80						9.80		
400 Watt		9.68						9.68		

(Continued)

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 Advice 3319-E-A
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Issued by
R.O. Nichols
 Senior Vice President

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ATTACHMENT 1

Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 58337-E
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Schedule LS-1 Sheet 2
LIGHTING - STREET AND HIGHWAY - UNMETERED SERVICE
COMPANY-OWNED SYSTEM
 (Continued)

RATES (Continued)

	Delivery Service							Generation		
	Trans	Distrbtn	NSGC	NDC	PPPC	DWRBC	PUCRF	Total	UG***	DWREC
Low Pressure Sodium Vapor Lamps - \$/Lamp/Month										
35 Watt		11.39						11.39		
55 Watt		11.39						11.39		
90 Watt		11.92						11.92		
135 Watt		11.80						11.80		
180 Watt		12.36						12.36		
Metal Halide Lamps - \$/Lamp/Month										
100 Watt		9.59						9.59		
150 Watt		9.40						9.40		
175 Watt		10.00						10.00		
250 Watt		10.17						10.17		
400 Watt		9.94						9.94		
Light Emitting Diode (LED) Lamps - \$/Lamp/Month (High Pressure Sodium Vapor Recommended Lamps)										
50 Watt		9.43						9.43		
70 Watt		9.61						9.61		
100 Watt		9.75						9.75		
150 Watt		10.44						10.44		
200 Watt		11.30						11.30		
250 Watt		12.93						12.93		
400 Watt		13.75						13.75		
Tap Device Annual Charge - \$/Device		14.13						14.13		

- * The kilowatthours used to determine the Energy Charge for the lamp types and sizes served under this Schedule are shown in the Special Conditions section, below.
- ** Closed to new installations.
- *** The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the URG component of Generation.
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved. The TOTCA represents the Transmission Revenue Balancing Account Adjustment (TRBAA) of \$(0.00036) per kWh, Reliability Services (R) Balancing Account Adjustment (RSBAA) of \$0.00003 per kWh, and Transmission Access Charge Balancing Account Adjustment (I) (TACBAA) of \$0.00127 per kWh.
- 2 Distrbtn = Distribution
- 3 NSGC = New System Generation Charge
- 4 NDC = Nuclear Decommissioning Charge
- 5 PPPC = Public Purpose Programs Charge (includes California Alternate Rates for Energy Surcharge where applicable.)
- 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
- 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
- 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
- 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
- 10 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

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Issued by
R.O. Nichols
 Senior Vice President

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Schedule LS-1

Sheet 3

LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

(Continued)

SPECIAL CONDITIONS

1. Kilowatthours for Lamp Type and Size: The kilowatthours for the lamp types and sizes served under this Schedule used to determine the Energy Charge are shown below:

Lamp Wattage	Average Initial Lumens	kWh Per Lamp Per Month*	
		A All Night Service	B Midnight Service
<u>Incandescent Lamps**</u>			
103	1,000	35.535	18.633
202	2,500	69.690	36.542
327	4,000	112.815	59.154
448	6,000	154.560	81.043
<u>Mercury Vapor Lamps**</u>			
100	4,000	45.195	23.698
175	7,900	74.520	39.074
250	12,000	103.845	54.451
400	21,000	163.530	85.747
700	41,000	277.035	145.263
1,000	55,000	391.575	205.322
<u>High Pressure Sodium Vapor Lamps</u>			
50	4,000	20.010	10.492
70	5,800	28.635	15.015
100	9,500	40.365	21.165
150	16,000	66.585	34.914
200	22,000	84.870	44.501
250	27,500	107.985	56.622
310	37,000	132.135	69.285
400	50,000	167.325	87.737
<u>Low Pressure Sodium Vapor Lamps</u>			
35	4,800	21.735	11.397
55	8,000	28.980	15.196
90	13,500	45.195	23.698
135	22,500	62.790	32.924
180	33,000	79.005	41.426
<u>Metal Halide Lamps</u>			
70	5,500	32.430	16.998
100	8,500	44.505	23.328
150	12,000	61.410	32.188
175	12,000	74.175	38.879
250	19,500	101.775	53.346
400	32,000	158.010	82.822
1,000	100,000	372.600	195.300
1,500	150,000	553.725	290.238

* When an account has more than one lamp, the total kWh will be the kWh per month lamp rating to three decimal places multiplied by the number of lamps.

** Closed to new installations.

(Continued)

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Akbar Jazayeri
Vice President

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Southern California Edison
 Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 48625-E
 Cancelling Original Cal. PUC Sheet No. 48035-E

Schedule LS-1
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 4

(T)

(Continued)

SPECIAL CONDITIONS (Continued)

1. Kilowatthours For Lamp Type and Size: (Continued)

Light Emitting Diode (LED) Lamps

Lamp Watts Including Driver Loss***	Lamps Watts Including Driver Loss Mid-Point Range****	kWh per Lamp per Month Multiple Service kWh*****	
		All Night	Midnight
0-5	2.50	0.9	0.5
5.01-10	7.50	2.6	1.4
10.01-15	12.50	4.3	2.3
15.01-20	17.50	6.0	3.2
20.01-25	22.50	7.8	4.1
25.01-30	27.50	9.5	5.0
30.01-35	32.50	11.2	5.9
35.01-40	37.50	12.9	6.8
40.01-45	42.50	14.7	7.7
45.01-50	47.50	16.4	8.6
50.01-55	52.50	18.1	9.5
55.01-60	57.50	19.8	10.4
60.01-65	62.50	21.6	11.3
65.01-70	67.50	23.3	12.2
70.01-75	72.50	25.0	13.1
75.01-80	77.50	26.7	14.0
80.01-85	82.50	28.5	14.9
85.01-90	87.50	30.2	15.8
90.01-95	92.50	31.9	16.7
95.01-100	97.50	33.6	17.6
100.01-105	102.50	35.4	18.5
105.01-110	107.50	37.1	19.4
110.01-115	112.50	38.8	20.3
115.01-120	117.50	40.5	21.2
120.01-125	122.50	42.3	22.2
125.01-130	127.50	44.0	23.1
130.01-135	132.50	45.7	24.0
135.01-140	137.50	47.4	24.9
140.01-145	142.50	49.2	25.8
145.01-150	147.50	50.9	26.7
150.01-155	152.50	52.6	27.6
155.01-160	157.50	54.3	28.5
160.01-165	162.50	56.1	29.4
165.01-170	167.50	57.8	30.3
170.01-175	172.50	59.5	31.2

(Continued)

(To be inserted by utility)
 Advice 2591-E
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Akbar Jazayeri
Vice President

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Southern California Edison
 Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 48626-E
 Cancelling Original Cal. PUC Sheet No. 48036-E

Schedule LS-1
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 5

(T)

(Continued)

SPECIAL CONDITIONS (Continued)

1. Kilowatthours For Lamp Type and Size: (Continued)

Light Emitting Diode (LED) Lamps

<u>Lamp Watts</u> <u>Including Driver Loss***</u>	<u>Lamps Watts Including Driver Loss</u> <u>Mid-Point Range****</u>	<u>kWh per Lamp per Month</u> <u>Multiple Service kWh*****</u>	
		<u>All Night</u>	<u>Midnight</u>
175.01-180	177.50	61.2	32.1
180.01-185	182.50	63.0	33.0
185.01-190	187.50	64.7	33.9
190.01-195	192.50	66.4	34.8
195.01-200	197.50	68.1	35.7
200.01-205	202.50	69.9	36.6
205.01-210	207.50	71.6	37.5
210.01-215	212.50	73.3	38.4
215.01-220	217.50	75.0	39.3
220.01-225	222.50	76.8	40.2
225.01-230	227.50	78.5	41.1
230.01-235	232.50	80.2	42.0
235.01-240	237.50	81.9	42.9
240.01-245	242.50	83.7	43.9
245.01-250	247.50	85.4	44.8
250.01-255	252.50	87.1	45.7
255.01-260	257.50	88.8	46.6
260.01-265	262.50	90.6	47.5
265.01-270	267.50	92.3	48.4
270.01-275	272.50	94.0	49.3
275.01-280	277.50	95.7	50.2
280.01-285	282.50	97.5	51.1
285.01-290	287.50	99.2	52.0
290.01-295	292.50	100.9	52.9
295.01-300	297.50	102.6	53.8
300.01-305	302.50	104.4	54.7
305.01-310	307.50	106.1	55.6
310.01-315	312.50	107.8	56.5
315.01-320	317.50	109.5	57.4
320.01-325	322.50	111.3	58.3
325.01-330	327.50	113.0	59.2
330.01-335	332.50	114.7	60.1
335.01-340	337.50	116.4	61.0
340.01-345	342.50	118.2	61.9
345.01-350	347.50	119.9	62.8
350.01-355	352.50	121.6	63.7

(Continued)

(To be inserted by utility)
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Schedule LS-1
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 6

(Continued)

1. Kilowatthours For Lamp Type and Size: (Continued)

Light Emitting Diode (LED) Lamps (Continued)

Lamp Watts Including Driver Loss***	Lamps Watts Including Driver Loss Mid-Point Range****	kWh per Lamp per Month Multiple Service kWh*****	
		All Night	Midnight
355.01-360	357.50	123.3	64.6
360.01-365	362.50	125.1	65.6
365.01-370	367.50	126.8	66.5
370.01-375	372.50	128.5	67.4
375.01-380	377.50	130.2	68.3
380.01-385	382.50	132.0	69.2
385.01-390	387.50	133.7	70.1
390.01-395	392.50	135.4	71.0
395.01-400	397.50	137.1	71.9

*** Lamp Wattage is based on the total wattage consumption of the lamp and driver.

**** The Mid-Point Range of the Lamp Watts including driver, is established by deducting 2.5 Watts from the highest wattage of the corresponding range in the "Lamp Watts Including Driver" column.

***** The energy use calculation for All Night Service is (Mid-Point Range watts) x (4,140 hours/12 months/1000). The same calculation is used for Midnight service except that the hours of service is replaced with 2,170 hours.

(D)

(Continued)

(To be inserted by utility)
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 Vice President

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ATTACHMENT 1

Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 52412-E
Cancelling Revised Cal. PUC Sheet No. 48628-E

Schedule LS-1
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 7

(Continued)

SPECIAL CONDITIONS (Continued)

2. Standard Installation: A standard installation includes an overhead multiple service installation where SCE furnishes bracket or mast arm construction and standard luminaire attached to a wood pole.

SCE is responsible for all installation costs associated with the initial street light installation, as well as ongoing maintenance and replacement service when SCE has determined that such replacement is necessary. The installed cost of the Standard Installation is established by Commission Decision in SCE's General Rate Case proceeding. All facilities installed shall become and remain the sole property of SCE. (N)

3. Other Than Standard Installation:

a. Prior to January 1, 2014: (N)

(1) Installation and Payment Provision: Where the applicant requests the installation of an other than standard (OTS) Installation and the request is acceptable to SCE, SCE will install the requested equipment provided the OTS street light, installation, design, labor and material is in accordance with SCE's design and engineering specifications, and the applicant agrees to advance the amount invoiced for the installation, as described in 3.a.(2) below. For an underground service installation, the Applicant is responsible for furnishing and installing any necessary conduit, structures, excavating, backfilling and restoration of the pavement in accordance with SCE's specifications. SCE will retain ownership of the facilities, and will be responsible for ongoing maintenance and replacement service when SCE has determined that such replacement is necessary. Advances made for other than a standard installation will not be refunded. (T)

(2) Wood Pole Allowance Provision: For OTS Installations where SCE installs the requested equipment, as described in Special Condition 3.a(1) above, the applicant is required to pay the estimated difference between the OTS installed costs and the Wood Pole Allowance. This amount will be invoiced by SCE, and the customer must satisfy both of the following conditions before January 1, 2014 for the provision of the Wood Pole Allowance to apply: (N)

(a) A complete street light design package must be submitted to SCE including the SCE street light authorization form completed by the applicable public authority, and;

(b) The SCE invoice for the proposed streetlight facilities must be paid in full. (N)

(D)
(L)

(Continued)

(To be inserted by utility)
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Decision 13-03-031

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Akbar Jazayeri
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Schedule LS-1

Sheet 8

LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

(Continued)

SPECIAL CONDITIONS (Continued)

3. Other Than Standard Installation: (Continued)

b. Starting on January 1, 2014:

(1) Installation and Payment Provision: Effective January 1, 2014, where the applicant requests an OTS Installation, and the request is acceptable to SCE, the requested equipment will be installed pursuant to Installation Options (a) or (b), below: (T)

(a) Applicant-Installed: The applicant provides the OTS street light, installation, labor and material (cable and related electrical facilities) of OTS by the applicant's qualified contractor or sub-contractor in accordance with SCE's design and engineering specifications, covers all costs associated with the installation of the OTS street light facility (including furnishing and installing any necessary conduit, structures, excavation, backfill and restoration of the pavement in accordance with SCE's specifications), pays SCE for system inspections and upon completion of facility installation and subsequent acceptance by SCE, the applicant transfers and conveys ownership of all installed structures and facilities to SCE. SCE will be responsible for ongoing maintenance and replacement service when SCE has determined that such replacement is necessary.

(b) SCE-Installed: The applicant requests SCE to provide the OTS street light installation, design, labor and material in accordance with SCE's design and engineering specifications, and the applicant agrees to advance the full cost of the installation. For an underground service installation, the Applicant is responsible for furnishing and installing any necessary conduit, structures, excavation, backfill and restoration of the pavement in accordance with SCE's specifications. SCE will retain ownership of the facilities, and will be responsible of ongoing maintenance and replacement service when SCE has determined that such replacement is necessary. Advances made for OTS Installations will not be refunded.

(2) Wood Pole Allowance Provision: Effective January 1, 2014, SCE will discontinue granting the Wood Pole Allowance to applicants under this Schedule.

4. Hours of Service: Under SCE's standard all night operating schedule approximately 4,140 hours of service per year will be furnished. Under SCE's midnight service operating schedule approximately 2,170 hours of service per year will be furnished.

(Continued)

(To be inserted by utility)

Advice 3118-E

Decision _____

Issued by

Megan Scott-Kakures

Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 23, 2014

Effective Nov 22, 2014



Schedule LS-1

Sheet 9 (T)

LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

(Continued)

SPECIAL CONDITIONS (Continued)

5. Other Than All Night Service:

- a. Where the customer requests the installation and/or removal of equipment in order to obtain Midnight Service and such request is acceptable to SCE, SCE will comply with such request provided the customer first agrees to pay to SCE the estimated cost installed of any additional equipment required and/or the removal cost of equipment currently installed. Such payments will not be refunded and shall be paid in advance or in installments acceptable to SCE over a period not to exceed three years. Facilities installed in connection with such requests become and remain the sole property of SCE.
- b. Total non-energy charge(s) shown under the RATES section shall be applicable under this Schedule when SCE has been requested to discontinue the existing service by the customer and the customer has stipulated, in writing, that the facilities are to be left in place for future use.

6. Removal, Relocation or Modification of Facilities:

- a. Where street lighting service and facilities are ordered removed by a customer and such facilities, or any part thereof, were in service for a period of less than 10 years (120 consecutive months), the customer shall pay to SCE a nonrefundable amount equal to the total estimated cost installed less any customer contribution, plus the estimated cost of removal less the estimated net salvage value of the facilities.
- b. Where street lighting service and facilities were ordered removed or modified by a customer and such service and facilities, or their equivalent, are ordered reinstalled within 36 months from the date of the order to remove or to modify, the customer shall pay to SCE, in advance of the reinstallation, a nonrefundable amount equal to the cost of removal or modification of the prior facilities and the estimated cost of such reinstallation.

(Continued)

(To be inserted by utility)

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Decision 13-03-031

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Schedule LS-1

Sheet 10 (T)

LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

(Continued)

SPECIAL CONDITIONS (Continued)

6. Removal, Relocation or Modification of Facilities: (Continued)

- c. Where street lighting facilities are ordered modified and/or relocated by a customer, the customer shall pay to SCE, in advance of such modification and/or relocation, a nonrefundable amount equal to the estimated cost of such modification and/or relocation. This includes facilities that now serve street light load only, but that may have been installed originally to serve other than street light load.
- d. Facilities removed or installed remain the sole property of SCE.

7. Requirements and Restrictions:

- a. The applicant for street light service shall specify the type of service, lamp size, and location of street lights.
- b. Service shall not be furnished under this Schedule where location, mounting height, and/or other considerations are unacceptable to SCE.
- c. The installation of street lighting equipment and facilities hereunder is contingent upon SCE obtaining easements, rights of way, and highway permits satisfactory to SCE for the required poles, lines, equipment, and facilities.
- d. In accordance with Rule 4, a written contract for a term of not less than one year and not more than five years is required in order to receive street light service under the provisions of this Schedule.
- e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, SCE will bill, and the applicant shall pay, the applicable non-energy (other charges) portion of the lamp charge(s).

(Continued)

(To be inserted by utility)

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Decision 13-03-031

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY
COMPANY-OWNED SYSTEM

Sheet 11 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

8. Timed Auxiliary Power Device Adaptor (TAP):
- a. This service is available under the terms and conditions stated below. An annual charge per device, found in the RATES section of this Schedule, plus a one-time set up administrative fee and a per modification administrative fee of \$65.00 per account plus Energy Charges billed at the LS-1 Midnight Service rate.
 - b. A Standard Installation shall consist of an individual TAP installed on SCE-owned ornamental street lighting pole.
 - c. This rate option is only available to governmental agencies who are the customer of record for ornamental street lighting service. A written Application and Agreement is required for service in conjunction with SCE-owned ornamental street lighting poles.
 - d. SCE will install the requested TAP and the installed TAP shall remain the sole property of SCE.
 - e. The installation of the applicant's holiday lighting decorations and hanger assemblies shall be in accordance with SCE's specifications.
 - f. The applicant shall specify the number of TAPs required. Billing will be based on the manufacturers' 300 watt rating for each device and the hours of operation.
 - g. At the time of installation of the TAP and annually thereafter until such TAP has been removed, the customer will be required to pay the annual charge.
 - h. In no case shall the granting of permission to install lighted holiday decorations for use with a TAP device on SCE's ornamental poles give the applicant any additional rights.

(Continued)

(To be inserted by utility)
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 Decision 13-03-031

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY
COMPANY-OWNED SYSTEM

Sheet 12 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

9. Maintenance: SCE shall exercise reasonable care and diligence in maintaining its street light facilities or SCE-owned attachments thereto. Where SCE experiences, or expects to experience, maintenance costs exceeding its normal maintenance expense resulting from, but not limited to, vandalism, SCE may require the customer to pay the excess maintenance expense.
10. Liability of SCE: SCE shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.
11. Differential Facilities Rate: Where a governmental agency (applicant) requests and SCE agrees to install facilities which are in addition to the Standard Installation (differential facilities), the differential facilities installed costs shall be borne by the applicant.

In addition, where an applicant requests and SCE agrees to acquire the applicant's series street light system, the difference between the cost of the facilities to convert the series system to multiple service and the cost of the Standard Installation, shall be borne by the applicant.

At the option of SCE, the applicant may pay the differential facilities installed costs as a monthly charge in lieu of a one-time payment. The monthly charge is equal to 1.2 percent times the differential facilities total installed costs.

A Schedule LS-1 Differential Facilities Rate Agreement is required for service under this Special Condition.

12. Parking Lot Lighting Service: An "Agreement For Parking Lot Lighting Service SCE-Owned System Schedule LS-1" (Form 14-685) shall be required for parking lot lighting service under this Schedule.

(Continued)

(To be inserted by utility)
 Advice 2872-E
 Decision 13-03-031

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY
COMPANY-OWNED SYSTEM

Sheet 13 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

13. Billing Calculation: A customer's bill is calculated according to the rates and conditions above.

The charges listed in the RATES section are calculated by multiplying the Total Delivery Service rates and the Generation rates, when applicable, by the billing determinants (e.g., per kilowatt [kW], kilowattour [kWh], etc.).

As of January 1, 2012, all generation supplied to Bundled Service Customers is provided by SCE. The DWR Energy Credit provided to Bundled Service Customers is determined by multiplying the DWR Energy Credit rate component by the customer's total kWhs.

- a. Bundled Service Customers receive Delivery Service and Generation service from SCE. The customer's bill is the sum of the charges for Delivery Service and Generation service determined, as described in this Special Condition, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- b. Direct Access Customers receive Delivery Service from SCE and purchase energy from an Energy Service Provider. The customer's bill is the sum of the charges for Delivery Service determined as described in this Special Condition except that the DWRBC rate component is subtracted from the Total Delivery Service rates before the billing determinants are multiplied by such resulting Total rates; plus the applicable charges as shown in Schedule DA-CRS and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- c. CCA Service Customers receive Delivery Service from SCE and purchase energy from their Community Choice Aggregator (CCA). SCE will read the meters and present the bill for both Delivery and Generation Services to the CCA Service Customer. The customer's bill is the sum of the charges for Delivery Service as displayed in this Rate Schedule and Generation charges determined by the CCA plus the applicable charges as shown in Schedule CCA-CRS, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.

(To be inserted by utility)

Advice 2872-E
 Decision 13-03-031

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Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

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Southern California Edison
Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 58338-E
Cancelling Revised Cal. PUC Sheet No. 57887-E

Schedule LS-2

Sheet 1

LIGHTING - STREET AND HIGHWAY CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

APPLICABILITY

Applicable to unmetered service for the lighting of streets, highways, other public thoroughfares, and publicly-owned and publicly-operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment including, but not limited to, the pole, mast arm, luminaire and lamp, and all connecting cable in a street light system.

TERRITORY

Within the entire territory served.

RATES

	Delivery Service								Generation	
	Trans	Distrbtn	NSGC	NDC	PPPC	DWRBC	PUCRF	Total	UG**	DWREC
Energy Charge* - \$/kWh/Lamp/Month										
All Night Service	0.00831 (I)	0.00981 (I)	0.00199 (R)	(0.00085) (R)	0.01098 (I)	0.00539 (I)	0.00033 (I)	0.03596 (I)	0.03584 (R)	(0.00022) (I)
Midnight Service	0.00831 (I)	0.00981 (I)	0.00199 (R)	(0.00085) (R)	0.01098 (I)	0.00539 (I)	0.00033 (I)	0.03596 (I)	0.03584 (R)	(0.00022) (I)

Multiple Service - Rate A

The following rates are applicable where SCE is requested to provide a single feed point to service a customer-owned street light system where the customer provides a point of connection for a single SCE owned photo-controller to control all street lights in the system.

All Night/Midnight Service Charge

Incandescent Extended Service Lamps - \$/Lamp/Month	0.82	0.82
Mercury Vapor Lamps - \$/Lamp/Month	0.82	0.82
Light Emitting Diode (LED) Lamps - \$/Lamp/Month	0.82	0.82
High Pressure Sodium Vapor Lamps - \$/Lamp/Month	0.82	0.82
Low Pressure Sodium Vapor Lamps - \$/Lamp/Month	0.82	0.82
Metal Halide Lamps - \$/Lamp/Month	0.82	0.82
Induction Lamps - \$/Lamp/Month	0.82	0.82
All Other Lamps - \$/Lamp/Month	0.82	0.82

- * The kilowatt hours used to determine the Energy Charge for the lamp types and sizes served under this Schedule are shown in the Special Conditions section, below.
- ** The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the UG component of Generation.
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FER approved. The TOTCA represents the Transmission Revenue Balancing Account Adjustment (TRBAA) of \$(0.00036) per kWh, Reliability Services (R) Balancing Account Adjustment (RSBAA) of \$0.00003 per kWh, and Transmission Access Charge Balancing Account Adjustment (I) (TACBAA) of \$0.00127 per kWh.
- 2 Distrbtn = Distribution
- 3 NSGC = New System Generation Charge
- 4 NDC = Nuclear Decommissioning Charge
- 5 PPPC = Public Purpose Programs Charge (includes California Alternate Rates for Energy Surcharge where applicable.)
- 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
- 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
- 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
- 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
- 10 DWREC = Department of Water Resources (DWR) Energy Credit - For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

(To be inserted by utility)

Advice 3319-E-A

Decision _____

1C16

Issued by

R.O. Nichols

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Dec 23, 2015

Effective Jan 1, 2016

ATTACHMENT 1



Southern California Edison
 Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 57888-E
 Cancellling Revised Cal. PUC Sheet No. 54645-E

Schedule LS-2 Sheet 2
LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE
 (Continued)

RATES (Continued)

	Delivery Service							Generation*		
	Trans*	Distrbtn*	NSGC**	NDC	PPPC**	DWRBC**	PUCRF**	Total*	UG**	DWREC**
Multiple Service - Rate B										
The following rates are applicable where SCE is requested to provide a service connection point to feed a customer-owned street light with a customer-owned photocell.										
All Night/Midnight Service Charge										
Incandescent Extended Service Lamps - \$/Lamp/Y		2.47						2.47		
Mercury Vapor Lamps - \$/Lamp/Month		2.47						2.47		
Light Emitting Diode (LED) Lamps - \$/Lamp/Month		2.47						2.47		
High Pressure Sodium Vapor Lamps - \$/Lamp/Mon		2.47						2.47		
Low Pressure Sodium Vapor Lamps - \$/Lamp/Mon		2.47						2.47		
Metal Halide Lamps - \$/Lamp/Month		2.47						2.47		
Induction Lamps - \$/Lamp/Month		2.47						2.47		
All Other Lamps - \$/Lamp/Month		2.47						2.47		

- ** The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the UG component of Generation.
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved.
 - 2 Distrbtn = Distribution
 - 3 NSGC = New System Generation Charge
 - 4 NDC = Nuclear Decommissioning Charge
 - 5 PPPC = Public Purpose Programs Charge (includes California Alternate Rates for Energy Surcharge where applicable.)
 - 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
 - 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
 - 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
 - 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
 - 10 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

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 Decision 15-10-037

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 Senior Vice President

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Southern California Edison
 Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 58339-E
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Schedule LS-2 Sheet 3
LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE
 (Continued)

RATES (Continued)

Series Service	Delivery Service							Generation		
	Trans ¹	Distrbtn ²	NSGC ³	NDC ⁴	PPPC ⁵	DWRBC ⁶	PUCRF ⁷	Total ⁸	UG ^{**}	DWREC ¹⁰
All Night/Midnight Service Charge										
Incandescent Extended Service Lamps - \$/Lamp/Month		11.86						11.86		
Mercury Vapor Lamps - \$/Lamp/Month		11.86						11.86		
High Pressure Sodium Vapor Lamps - \$/Lamp/Month		11.86						11.86		
Low Pressure Sodium Vapor Lamps - \$/Lamp/Month		11.86						11.86		
Metal Halide Lamps - \$/Lamp/Month		N/A						N/A		
All Other Lamps - \$/Lamp/Month		11.86						11.86		
Series Service Power Factor Charge* - \$/kVar		0.51						0.51		
Series Service Voltage Discount, Energy - \$/kWh		0.00000						0.00000	(0.00112) (I)	

- * kVAR losses for the Series Service Power Factor Charge are calculated in accordance with Special Condition 14.
- ** The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the UG component of Generation.
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved.
- 2 Distrbtn = Distribution
- 3 NSGC = New System Generation Charge
- 4 NDC = Nuclear Decommissioning Charge
- 5 PPPC = Public Purpose Programs Charge
- 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
- 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
- 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
- 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
- 10 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

(To be inserted by utility)
 Advice 3319-E-A
 Decision _____

Issued by
R.O. Nichols
 Senior Vice President

(To be inserted by Cal. PUC)
 Date Filed Dec 23, 2015
 Effective Jan 1, 2016



Southern California Edison
 Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 53502-E
 Cancelling Revised Cal. PUC Sheet No. 52422-E

Schedule LS-2 Sheet 4
LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE
 (Continued)

RATES (Continued)

	Delivery Service							Generation		
	Trans ¹	Distrbtn ²	NSGC ³	NDC ⁴	PPPC ⁵	DWRBC ⁶	PUCRF ⁷	Total ⁹	UG ^{**}	DWREC ¹⁰
Optional Relamp Service Charge										
Incandescent Extended Service Lamps- \$/Lamp/Month		N/A						N/A		
Mercury Vapor Lamps- \$/Lamp/Month		N/A						N/A		
High Pressure Sodium Vapor Lamps - \$/Lamp/Month										
50 Watt		0.67						0.67		
70 Watt		0.65						0.65		
100 Watt		0.65						0.65		
150 Watt		0.66						0.66		
200 Watt		0.66						0.66		
250 Watt		0.66						0.66		
310 Watt		N/A						N/A		
400 Watt		0.68						0.68		
Low Pressure Sodium Vapor Lamps- \$/Lamp/Month		N/A						N/A		
Metal Halide Lamps- \$/Lamp/Month		N/A						N/A		
All Other Lamps- \$/Lamp/Month		N/A						N/A		

- ** The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the UG component of Generation. (R)
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved.
 - 2 Distrbtn = Distribution
 - 3 NSGC = New System Generation Charge
 - 4 NDC = Nuclear Decommissioning Charge
 - 5 PPPC = Public Purpose Programs Charge
 - 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
 - 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
 - 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) customers, except DA and CCA Service customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
 - 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
 - 10 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

(To be inserted by utility)
 Advice 2971-E
 Decision 13-10-052

Issued by
Megan Scott-Kakures
 Vice President

(To be inserted by Cal. PUC)
 Date Filed Nov 21, 2013
 Effective Nov 22, 2013



Southern California Edison
 Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 41547-E
 Cancellling Revised Cal. PUC Sheet No. 35135-E

Schedule LS-2

Sheet 5 (T)

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

SPECIAL CONDITIONS

1. Ownership of Facilities:

- a. For multiple systems SCE will deliver service at 120, 120/240 volts, or, at the option of SCE, at 240/480 or 277/480 volts, three wire, single phase. For existing series systems (installed prior to October 25, 1981) SCE will furnish and maintain constant current regulating transformers and deliver service at the secondary side of such transformers.
- b. The customer will furnish and maintain all utilization equipment beyond the point of delivery except for switching equipment and where the customer has elected the Optional Relamp Service provided by SCE in accordance with Special Condition 5.
- c. New or modified installations normally shall be multiple service installations. New or modified series installations shall be made only where, in the opinion of SCE, it is practical to supply series service.
- d. For new or modified series installations requiring a new constant current regulating transformer, the customer shall furnish and maintain the transformer; and service will be delivered at the primary side of the transformer.

(Continued)

(To be inserted by utility)

Advice 2041-E
 Decision 06-06-067

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 8, 2006
 Effective Oct 1, 2006



Schedule LS-2

Sheet 6 (T)

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

- 2. Service Connections and Distribution Extensions:
 - a. The point or points of service connection shall be mutually agreed upon by SCE and the customer.
 - b. Distribution line extensions to reach a street light or a street light system shall be in accordance with the applicable Rule 15.
- 3. Switching and Related Facilities: For All Night or Midnight Service under SCE's standard operating schedules, SCE will furnish, operate, and maintain, the necessary switching facilities. All auxiliary relay equipment, irrespective of voltage, not furnished by SCE, but required in connection with providing street lighting service, shall be furnished, installed, and maintained by the customer in accordance with SCE's requirements.
- 4. Hours of Service: Under SCE's standard All Night Service operating schedule approximately 4,140 hours of service per year will be furnished, and under SCE's standard Midnight Service operating schedule approximately 2,170 hours of service per year will be furnished. Service for other operating schedules is not available under this Schedule.
- 5. Optional Relamp Service: Closed to all new installations. Optional relamp service will be provided at the request of the customer. The charges thereunder shall be in addition to any other applicable charges. After the original lamp installation, relamp service will be furnished by SCE as soon as practicable after notification by the customer. Relamp service is provided only for the high pressure sodium vapor lamps listed on this Schedule for which charges are shown. At the time of relamping, SCE will clean the refractor, or install replacement refractors furnished by the customer, as required. This service will be provided only where, in the opinion of SCE, no undue hazard or expense will result because of location, mounting height, or other reason.

(Continued)

(To be inserted by utility)
Advice 2041-E
Decision 06-06-067

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed Sep 8, 2006
Effective Oct 1, 2006



Schedule LS-2

Sheet 7 (T)

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

- 6. Removal of Equipment: Where SCE-owned street lighting service and/or facilities were ordered removed by a customer and such service and/or facilities, or their equivalent, are ordered reinstalled within 36 months from the date of the order to remove, the customer shall pay to SCE in advance of reinstallation a nonrefundable amount equal to the cost of removal of the prior facilities and the estimated cost of such reinstallation. SCE-owned facilities removed or installed remain the sole property of SCE.
- 7. Modification of Facilities: Where the customer requests a modification of SCE-owned facilities serving customer-owned street light facilities, and such modifications are acceptable to SCE, SCE will perform the requested modifications, provided the customer agrees to pay the cost of said modifications.
- 8. Midnight Service: Where the customer requests the installation and/or removal of equipment in order to take Midnight Service, and such request is acceptable to SCE, SCE will comply with such request provided the customer first agrees to pay to SCE the estimated cost installed of any additional equipment required and/or the removal cost of any equipment currently installed. Such payments will not be refunded and shall be paid in advance or in installments acceptable to SCE over a period not to exceed three years. Facilities installed in connection with such requests become and remain the sole property of SCE .
- 9. Contract: In accordance with Rule 4, a written contract for a term of not less than one year and not more than five years is required in order to receive street light service under the provisions of this Schedule. Should the customer terminate service within 36 months of the date service is first supplied, the customer shall pay to SCE the cost of installation plus the cost of removal less salvage for any SCE-owned facilities installed to supply the customer's street light service.

(Continued)

(To be inserted by utility)

Advice 2041-E
Decision 06-06-067

Issued by

Akbar Jazayeri
Vice President

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Schedule LS-2

Sheet 8 (T)

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

10. Kilowatthours: The kilowatthours used to determine the Energy Charge and the Voltage Discount shall be as follows:

Lamp Wattage	Nominal Lamp Rating Average Initial Lumens	Lamp Load Including Ballast - Watts		kWh per Lamp Per Month*			
		Multiple Service	Series Service	Multiple Service kWh		Series Service kWh	
				A All Night	B Midnight	C All Night	D Midnight
Incandescent Lamps							
Extended Service **							
103	1,000	103	75	35.535	18.633	29.528	15.488
202	2,500	202	164	69.690	36.542	64.567	33.866
327	4,000	327	248	112.815	59.154	97.638	51.212
448	6,000	448	347	154.560	81.043	136.614	71.656
690	10,000	690	578	238.050	124.821	227.559	119.357
Mercury Vapor Lamps							
100	4,000	131	125	45.195	23.698	51.675	27.113
175	7,900	216	207	74.520	39.074	85.574	44.898
250	12,000	301	285	103.845	54.451	117.819	61.817
400	21,000	474	445	163.530	85.747	183.963	96.521
700	41,000	803	760	277.035	145.263	314.184	164.844
1,000	55,000	1,135	1,070	391.575	205.322	442.338	232.083

* When an account has more than one lamp, the total kWh will be the kWh per lamp per month lamp rating to three decimal places multiplied by the number of lamps.

** Represents Extended Service lamps only. For Group Replacement and Regular Service Lamps see Special Condition 11.

(Continued)

(To be inserted by utility)

Advice 2041-E
Decision 06-06-067

Issued by

Akbar Jazayeri
Vice President

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Schedule LS-2

Sheet 9

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

10. Kilowatthours: (Continued)

<u>Nominal Lamp Rating</u>		<u>Lamp Load Including Ballast/Generator - Watts</u>		<u>kWh per Lamp Per Month*</u>			
<u>Average Lamp Wattage</u>	<u>Initial Lumens</u>	<u>Multiple Service</u>	<u>Series Service</u>	<u>Multiple Service kWh</u>		<u>Series Service kWh</u>	
				<u>A All Night</u>	<u>B Midnight</u>	<u>C All Night</u>	<u>D Midnight</u>
<u>High Pressure Sodium Vapor Lamps</u>							
50	4,000	58	64	20.010	10.492	30.746	16.134
70	5,800	83	85	28.635	15.015	40.834	21.429
100	9,500	117	121	40.365	21.165	58.128	30.504
150	16,000	193	174	66.585	34.914	83.590	43.865
200	22,000	246	233	84.870	44.501	111.933	58.739
250	27,500	313	N/A	107.985	56.622	N/A	N/A
310	37,000	383	N/A	132.135	69.285	N/A	N/A
400	50,000	485	N/A	167.325	87.737	N/A	N/A
<u>Low Pressure Sodium Vapor Lamps</u>							
35	4,800	63	51	21.735	11.397	24.225	12.709
55	8,000	84	72	28.980	15.196	34.200	17.942
90	13,500	131	130	45.195	23.698	61.750	32.396
135	22,500	182	185	62.790	32.924	87.875	46.102
180	33,000	229	219	79.005	41.426	104.025	54.575
<u>Metal Halide</u>							
70	5,500	94	N/A	32.430	16.998	N/A	N/A
100	8,500	129	N/A	44.505	23.328	N/A	N/A
150	12,000	178	N/A	61.410	32.188	N/A	N/A
175	12,000	215	N/A	74.175	38.879	N/A	N/A
250	19,500	295	N/A	101.775	53.346	N/A	N/A
400	32,000	458	N/A	158.010	82.822	N/A	N/A
1000	100,000	1080	N/A	372.600	195.300	N/A	N/A
1500	150,000	1605	N/A	553.725	290.238	N/A	N/A
<u>Induction Lamps</u>							
23	N/A	25	N/A	8.625	4.521	N/A	N/A
40	N/A	41	N/A	14.137	7.410	N/A	N/A
55	N/A	56	N/A	19.185	10.056	N/A	N/A
65	N/A	69	N/A	23.805	12.478	N/A	N/A
80	N/A	82	N/A	28.428	14.901	N/A	N/A
85	N/A	88	N/A	30.293	15.878	N/A	N/A
100	N/A	105	N/A	36.225	18.988	N/A	N/A
120	N/A	123	N/A	42.410	22.229	N/A	N/A
150	N/A	155	N/A	53.303	27.939	N/A	N/A
165	N/A	170	N/A	58.566	30.698	N/A	N/A
200	N/A	210	N/A	72.450	37.975	N/A	N/A

* When an account has more than one lamp, the total kWh will be the kWh per lamp per month lamp rating to three decimal places multiplied by the number of lamps.

(Continued)

(To be inserted by utility)

Advice 2629-E
Decision _____

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

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Southern California Edison
 Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 48631-E
 Cancelling Original Cal. PUC Sheet No. 45424-E

Schedule LS-2

Sheet 10

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

10. Kilowatthours: (Continued)

Light Emitting Diode (LED) Lamps

<u>Lamp Watts</u> <u>Including Driver Loss**</u>	<u>Lamps Watts Including Driver Loss</u> <u>Mid-Point Range***</u>	<u>kWh per Lamp per Month</u> <u>Multiple Service kWh****</u>		(T)
		<u>All Night</u>	<u>Midnight</u>	
0-5	2.50	0.9	0.5	
5.01-10	7.50	2.6	1.4	
10.01-15	12.50	4.3	2.3	
15.01-20	17.50	6.0	3.2	
20.01-25	22.50	7.8	4.1	
25.01-30	27.50	9.5	5.0	
30.01-35	32.50	11.2	5.9	
35.01-40	37.50	12.9	6.8	
40.01-45	42.50	14.7	7.7	
45.01-50	47.50	16.4	8.6	
50.01-55	52.50	18.1	9.5	
55.01-60	57.50	19.8	10.4	
60.01-65	62.50	21.6	11.3	
65.01-70	67.50	23.3	12.2	
70.01-75	72.50	25.0	13.1	
75.01-80	77.50	26.7	14.0	
80.01-85	82.50	28.5	14.9	
85.01-90	87.50	30.2	15.8	
90.01-95	92.50	31.9	16.7	
95.01-100	97.50	33.6	17.6	
100.01-105	102.50	35.4	18.5	
105.01-110	107.50	37.1	19.4	
110.01-115	112.50	38.8	20.3	
115.01-120	117.50	40.5	21.2	
120.01-125	122.50	42.3	22.2	
125.01-130	127.50	44.0	23.1	
130.01-135	132.50	45.7	24.0	
135.01-140	137.50	47.4	24.9	
140.01-145	142.50	49.2	25.8	
145.01-150	147.50	50.9	26.7	
150.01-155	152.50	52.6	27.6	
155.01-160	157.50	54.3	28.5	
160.01-165	162.50	56.1	29.4	
165.01-170	167.50	57.8	30.3	
170.01-175	172.50	59.5	31.2	

(Continued)

(To be inserted by utility)
 Advice 2591-E
 Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
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Southern California Edison
 Rosemead, California (U 338-E)

ATTACHMENT 1

Revised Cal. PUC Sheet No. 48632-E
 Cancelling Original Cal. PUC Sheet No. 45425-E

Schedule LS-2

Sheet 11

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

10. Kilowatthours: (Continued)

Light Emitting Diode (LED) Lamps (Continued)

<u>Lamp Watts</u> <u>Including Driver Loss**</u>	<u>Lamps Watts Including Driver Loss</u> <u>Mid-Point Range***</u>	<u>kWh per Lamp per Month</u> <u>Multiple Service kWh****</u>	
		<u>All Night</u>	<u>Midnight</u>
175.01-180	177.50	61.2	32.1
180.01-185	182.50	63.0	33.0
185.01-190	187.50	64.7	33.9
190.01-195	192.50	66.4	34.8
195.01-200	197.50	68.1	35.7
200.01-205	202.50	69.9	36.6
205.01-210	207.50	71.6	37.5
210.01-215	212.50	73.3	38.4
215.01-220	217.50	75.0	39.3
220.01-225	222.50	76.8	40.2
225.01-230	227.50	78.5	41.1
230.01-235	232.50	80.2	42.0
235.01-240	237.50	81.9	42.9
240.01-245	242.50	83.7	43.9
245.01-250	247.50	85.4	44.8
250.01-255	252.50	87.1	45.7
255.01-260	257.50	88.8	46.6
260.01-265	262.50	90.6	47.5
265.01-270	267.50	92.3	48.4
270.01-275	272.50	94.0	49.3
275.01-280	277.50	95.7	50.2
280.01-285	282.50	97.5	51.1
285.01-290	287.50	99.2	52.0
290.01-295	292.50	100.9	52.9
295.01-300	297.50	102.6	53.8
300.01-305	302.50	104.4	54.7
305.01-310	307.50	106.1	55.6
310.01-315	312.50	107.8	56.5
315.01-320	317.50	109.5	57.4
320.01-325	322.50	111.3	58.3
325.01-330	327.50	113.0	59.2
330.01-335	332.50	114.7	60.1
335.01-340	337.50	116.4	61.0
340.01-345	342.50	118.2	61.9
345.01-350	347.50	119.9	62.8
350.01-355	352.50	121.6	63.7

(Continued)

(To be inserted by utility)
 Advice 2591-E
 Decision _____

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Vice President

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Schedule LS-2

Sheet 12

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

10. Kilowatthours: (Continued)

Light Emitting Diode (LED) Lamps (Continued)

<u>Lamp Watts</u> <u>Including Driver Loss**</u>	<u>Lamps Watts Including Driver Loss</u> <u>Mid-Point Range***</u>	<u>kWh per Lamp per Month</u> <u>Multiple Service kWh****</u>		(T)
		<u>All Night</u>	<u>Midnight</u>	
355.01-360	357.50	123.3	64.6	
360.01-365	362.50	125.1	65.6	
365.01-370	367.50	126.8	66.5	
370.01-375	372.50	128.5	67.4	
375.01-380	377.50	130.2	68.3	
380.01-385	382.50	132.0	69.2	
385.01-390	387.50	133.7	70.1	
390.01-395	392.50	135.4	71.0	
395.01-400	397.50	137.1	71.9	

** Lamp Wattage is based on the total wattage consumption of the lamp and driver. Customer may be required to provide verification of total energy consumption of lamp and driver upon request by SCE.

*** The Mid-Point Range of the Lamp Watts including driver, is established by deducting 2.5 Watts from the highest wattage of the corresponding range in the "Lamp Watts Including Driver" column.

**** The energy use calculation for All Night Service is (Mid-Point Range watts) x (4,140 hours/12 months/1000). The same calculation is used for Midnight service except that the hours of service is replaced with 2,170 hours.

11. Lamp Loads: SCE will provide service under this Schedule to street light lamps which are not listed on this Schedule provided that a lamp load, including lamp wattage and ballast, can be reliably established by SCE.

In addition to the extended service incandescent lamps listed above in Special Condition 10, SCE has determined a lamp load wattage rating for the following lumen rated regular and group replacement incandescent lamps to be used to determine the Energy Charge Components.

(Continued)

(To be inserted by utility)
Advice 2591-E
Decision _____

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Schedule LS-2
LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

11. Lamp Loads: (Continued)

Incandescent Wattage Per Lamp

Average Initial Lumens	<u>Multiple Service Group</u>		<u>Series Service Group</u>	
	<u>Regular</u>	<u>Replacement</u>	<u>Regular</u>	<u>Replacement</u>
600	55	58	42	44
800	N/A	N/A	57	N/A
1,000	85	92	61	64
2,500	175	189	143	152
4,000	268	295	213	226
6,000	370	405	316	332
10,000	575	620	525	565
15,000	800	860	755	822
25,000	N/A	N/A	1,275	N/A

The kilowatthours for the above regular and group replacement lamps or any unlisted lamps shall be determined in accordance with the provisions of Special Condition 12, below.

12. Kilowatthour Per Lamp per Month For Nonstandard Lamps: The total monthly kWh usage for each type of service shall be computed by applying the following Hours per kW billing factors to the applicable lamp load (including ballast/driver/generator, if applicable) wattage rating. The kWh shall be computed to the nearest Watt-hour. (C)

Hours Per Month Per kW of Lamp Load

Type of Service:	<u>Incandescent</u>	<u>Mercury Vapor</u>	<u>High Pressure Sodium Vapor</u>	<u>Low Pressure Sodium Vapor</u>	<u>Metal Halide</u>	<u>Other Lamps</u>	
	All Night Service						
Multiple Service*	345.0	345.0	345.0	345.0	345.0	345.0	(N)
Series Service***	393.7	413.4	480.4	475.0	N/A	N/A	(N)
Midnight or Equivalent Service							
Multiple Service**	180.9	180.9	180.9	180.9	180.9	180.9	(N)
Series Service***	206.5	216.9	252.1	249.2	N/A	N/A	(N)

kWh Per Lamp Per Month=Hours Per Month Per kW of Lamp Load x kW Per Lamp (including ballast/driver/generator if applicable)

* All Night Service Multiple Service Hours Per Month Per kW of Lamp Load = (4,140 hours/12 months) = 345 hours
 ** Midnight Service Multiple Service Hours Per Month Per kW of Lamp Load = (2,170 hours/12 months) = 180.9 hours
 *** Series Services Hours Per Month Per kW of Lamp Load applies the same formula as Multiple Service except that it is adjusted for Line Loss Factor. (N)

(Continued)

(To be inserted by utility)

Advice 2360-E
Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Jul 17, 2009
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Schedule LS-2

Sheet 14

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

13. Charges for Nonstandard Lamps: Nonstandard Lamps are lamps for which a monthly charge is not listed in this Schedule. Where a lamp is not listed in this Schedule, the monthly charge is computed by first computing the applicable kWh for the lamp. The kWhs are computed by applying the method provided in Special Condition 12 for Other Lamps. Where manufacturer's information is not available for rated wattage consumption, the customer must provide third party documentation before SCE will accept lamps for this Schedule. The Energy Charge is calculated using the rates shown in the RATES section, above. The total monthly lamp charge for nonstandard lamps is the sum of the monthly lamp charge as shown in the RATES section for all other lamps, plus the Energy Charge. For Series Service Lamps, the Energy Charge is adjusted for Voltage Discount, and the total lamp charge increased for Series Service Power Factor.
14. Energy Efficient Street Lights – Where Customers permanently install energy efficient streetlights under the terms of this Schedule and the total energy use cannot be verified through industry standards or other documentation acceptable to SCE, the customer may be required to provide verifiable documentation to SCE's satisfaction regarding the total energy consumption of the lamp and driver. All fixtures that include the capability of adjustable light wattage settings will be billed at the maximum wattage setting.
15. Limited testing of emerging Streetlight technologies will be allowed under this Schedule. Such test installations are subject to approval by SCE. Testing is limited to existing streetlight fixtures and the total energy consumption per fixture must not exceed current energy use per fixture. Additional energy efficient streetlight fixtures installed will also be subject to billing under the current rate upon the approval of SCE. The test period will not exceed 12 months.
16. Series Service Power Factor: The kVAR losses for the Series Service Power Factor charge shall be calculated by multiplying the applicable series service kW lamp load from Special Condition 10 by the applicable kVAR demand loss factor shown below:

kVAR Demand Loss Factor (kVAR Loss/kW load)

<u>Incandescent</u>	<u>Mercury Vapor</u>	<u>High Pressure Sodium Vapor</u>	<u>Low Pressure Sodium Vapor</u>
2.133	2.953	5.270	7.067

17. Voltage Discount: Bundled Service, CCA Service, and Direct Access customers will have the Distribution rate component of the applicable Delivery Charges reduced by the corresponding Voltage Discount amount for service metered and delivered at the applicable voltage level as shown in the RATES section above. In addition, Bundled Service Customers will have the Utility Generation (UG) rate component of the applicable Generation charges reduced by the corresponding Voltage Discount amount for service metered and delivered at the applicable voltage level as shown in the RATES section. (T)

(Continued)

(To be inserted by utility)

Advice 2861-E
Decision _____

14C11

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Vice President

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Responsible _____
ATTACHMENT 1



Schedule LS-2

Sheet 15

LIGHTING - STREET AND HIGHWAY
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

18. Billing Calculation: A customer's bill is calculated according to the rates and conditions above.

The charges listed in the RATES section are calculated by multiplying the Total Delivery Service rates and the Generation rates, when applicable, by the billing determinants (e.g., per kilowatt [kW], kilowatthour [kWh], kilovar [kVa] etc.). (T)

As of January 1, 2012, all generation supplied to Bundled Service Customers is provided by SCE. The DWR Energy Credit provided to Bundled Service Customers is determined by multiplying the DWR Energy Credit rate component by the customer's total kWhs. (N)

a. Bundled Service Customers receive Delivery Service and Generation service from SCE. The customer's bill is the sum of the charges for Delivery Service and Generation service determined, as described in this Special Condition, and subject to applicable discounts or adjustments provided under SCE's tariff schedules. (T)

b. Direct Access Customers receive Delivery Service from SCE and purchase energy from an Energy Service Provider. The customer's bill is the sum of the charges for Delivery Service determined as described in this Special Condition except that the DWRBC rate component is subtracted from the Total Delivery Service rates before the billing determinants are multiplied by such resulting Total rates; plus the applicable charges as shown in Schedule DA-CRS and subject to applicable discounts or adjustments provided under SCE's tariff schedules. (D)

c. CCA Service Customers receive Delivery Service from SCE and purchase energy from their Community Choice Aggregator (CCA). SCE will read the meters and present the bill for both Delivery and Generation Services to the CCA Service Customer. The customer's bill is the sum of the charges for Delivery Service as displayed in this Rate Schedule and Generation charges determined by the CCA plus the applicable charges as shown in Schedule CCA-CRS, and subject to applicable discounts or adjustments provided under SCE's tariff schedules. (N)

(To be inserted by utility)
Advice 2648-E-A
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Akbar Jazayeri
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ATTACHMENT B - SCE Street Light Valuation

ATTACHMENT 1

The City of Rialto LS-1 Streetlight System Valuation

March 6, 2015

Overview of the Total LS-1 Streetlight System

Type	Qty	Type	Overhead	Underground
Non-Wood	3,463	73%	441	3,022
Wood	1,291	27%	1,278	13
	<u>4,754</u>	<u>100%</u>	<u>1,719</u>	<u>3,035</u>
			36%	64%
1990-2013	1,668			
1970-1989	1,938			
Prior to 1970	1,148			

Valuation of the Sellable LS-1 Streetlight System

		Qty	RCNLD	With Ad-hoc
	Non-Wood	3,463	\$1,383,206	\$1,557,181
27%	* Wood	350	\$346,898	\$390,530
	Total:	3,813	\$1,730,104	\$1,947,710
	2%	Ad Hoc Replacements	\$183,004	Included
		Omissions and Exclusions	\$34,602	Included
		Subtotal	\$1,947,710	\$1,947,710
		Tax Neutral Adjustment	\$50,609	
		Tax Neutral Price	\$1,998,319	
		Transition Cost	\$114,390	
		Valuation Price	\$2,112,709	

*Note: 27% Sellable Wood Poles (streetlights attached to distribution or transmission poles are excluded)

Ad Hoc Replacements represent 2% of the quantity of poles replaced without developer's contribution

Omissions and Exclusions include other asset components relevant to the sale (i.e. riser poles, insulators, down guy, etc.)

Tax Neutral Adjustment is needed to recover any tax implication

Transition Cost is the severance cost to transfer ownership of the asset

SCE CONFIDENTIAL

ATTACHMENT C - Material Specification Data Sheets

GE
Lighting

Evolve™ LED Roadway Lighting

LED Roadway Luminaire (ERL1-ERLH-ERS1-ERS2)



imagination at work

ATTACHMENT 1

Product Features

The Evolve™ LED Roadway Luminaire is optimized for customers requiring a LED solution for local, collector and major roadways. GE's unique reflective optics are designed to optimize application efficiency and minimize glare. The modern design incorporates the heat sink directly into the unit for heat transfer to prolong LED life. This reliable unit has a 100,000 hour design life, significantly reducing maintenance needs and expense over the life of the fixture. This efficient solution lowers energy consumption compared to traditional HID fixture for additional operating cost savings.

Applications

- Designed to meet recommended luminance and illuminance requirements for local, collector and major roadway/street classifications.

Housing

- The modern design incorporates Casting-integral heatsink for maximum heat transfer.
- Meets 3G vibration per ANSI C136.31-2010.
- Die Cast Enclosure.

LED & Optical Assembly

- Evolve™ light engine consisting of reflective technology designed to optimize application efficiency and minimize glare.
- Utilizes high brightness LEDs, 70 CRI at 3000K and 4000K typical.
- LM-79 tests and reports in accordance with IESNA standards.

Lumen Maintenance

- Lumen Maintenance per TM21.

Ratings

- /  listed, suitable for wet locations per UL 1598.
- Std. Optical enclosure rated per ANSI C136.25-2009: ERL1 = IP65, ERS1-2 = IP66, ERLH = IP65.
- Upward Light Output Ratio (ULOR) = 0.
- Compliant with the material restriction requirements of RoHS.

Product ID	Lumen Output	Ambient Rating
ERL1	02-09	-40°C to 50°C
ERLH	10-11	-40°C to 50°C
ERLH	13-15	-40°C to 40°C
ERS1	10-15	-40°C to 50°C
ERS2	16-23	-40°C to 50°C
ERS2	25-28	-40°C to 40°C

Delayed start may be experienced <-35°C.

Mounting

- Slipfitter with +/- 5 degree of adjustment for leveling.
- Integral die cast mounting pipe stop.
- Adjustable for 1.25 in. or 2 in. mounting pipe.

Finish

- Corrosion resistant polyester powder paint, minimum 2.0 mil. thickness.
- Standard colors: Black, Gray and Dark Bronze.
- RAL & custom colors available.
- Optional coastal finish available.

Electrical

- 120-277 VAC and 347-480 VAC.
- System power factor is >90% and THD <20%.*
- Class "A" Sound rating.
- 0-10V dimming standard or DALI dimming available upon request for 120V-277V.
- Surge Protection per ANSI C136.2-2015:
 - Standard: 6kV/3kA "Basic: (120 Strikes)"
 - Optional Secondary: 10kV/5kA "Enhanced: (40 Strikes)"
- EMI: Title 47 CFR Part 15 Class A
- Photo electric sensors (PE) available.

* System power factor and THD is tested and specified at 120V input and maximum load conditions. THD<26% for 347/480V supply with 03 power level.

Warranty

- 5 Year Standard
- 10 Year Optional

Suggested HID Replacement Lumen Levels

- ~4,000–5,000 lumens to replace 100W HPS Cobra-head
- ~7,000–8,800 lumens to replace 150W HPS Cobra-head
- ~8,500–11,500 lumens to replace 200W HPS Cobra-head
- ~11,500–14,000 lumens to replace 250W HPS Cobra-head
- ~21,000–28,000 lumens to replace 400W HPS Cobra-head

Note: Actual replacement lumens may vary based upon mounting height, pole spacing, design criteria, etc.

ATTACHMENT 1

Ordering Number Logic Evolve™ LED Streetlight (ERL1)



ERL1

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	CCT	CONTROLS	COLOR	OPTIONS
E = Evolve R = Roadway L = Local 1 = Single Module	0 = 120-277* 1 = 120 2 = 208 3 = 240 4 = 277 5 = 480 D = 347 H = 347-480*	02* 03 04 05 06 07 08 09	A1 = Extra Narrow Asymmetric B1 = Narrow Asymmetric (Medium) C1 = Asymmetric (Short) D1 = Asymmetric Forward E1 = Asymmetric (Medium) F1 = Asymmetric (Wide) G1 = Asymmetric (Extra Wide)	30 = 3000K 40 = 4000K	A = ANSI C136.41 7-pin D = ANSI C136.41 7-pin receptacle with Shorting Cap E = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.*	GRAY = Gray BLCK = Black DKBZ = Dark Bronze	A = 4 Bolt Slipfitter † F = Fusing G = Internal Bubble Level I = IP66 Optical L = Tool-Less Entry R = Optional Secondary Enhanced Surge Protection (10kV/5kA) U = Universal DALI Programmable +^ X = Single Package # Y = Coastal Finish * XXX = Special Options
	* Not available with Fusing. Must choose a discreet voltage with F option.	See Data Table for more information. *120V only, not compatible with 0-10V dimming.	See Data Table for more information		* PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete. NOTE: Dimming controls wired for 0-10V standard unless DALI option "U" requested.		† Contact manufacturer for Lead-Time. # Std Packaging = 20 units per container. * Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time. + Compatible with LightGrid 2.0 nodes. ^ Not available in 347V, 480V or 347-480V for Lumen Level 07 and 08.

PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE		BUG RATING		IES FILE NUMBER							
			4000K	3000K	120-277V	347-480V	4000K	3000K	4000K		3000K					
									120-277V	347-480V	120-277V	347-480V				
ERL1	02	A1	1900	1800	15	N/A	B1-U0-G1	B1-U0-G1	ERL1_02A140	-120VIES	N/A	ERL1_02A130	-120VIES	N/A		
ERL1		B1	1900	1800			B1-U0-G0	B1-U0-G0	ERL1_02B140	-120VIES	N/A	ERL1_02B130	-120VIES	N/A		
ERL1		C1	2000	1900			B1-U0-G1	B1-U0-G1	ERL1_02C140	-120VIES	N/A	ERL1_02C130	-120VIES	N/A		
ERL1		D1	1900	1800			B1-U0-G0	B1-U0-G0	ERL1_02D140	-120VIES	N/A	ERL1_02D130	-120VIES	N/A		
ERL1		E1	2000	1900			B1-U0-G0	B1-U0-G0	ERL1_02E140	-120VIES	N/A	ERL1_02E130	-120VIES	N/A		
ERL1		F1	2000	1900			B1-U0-G1	B1-U0-G1	ERL1_02F140	-120VIES	N/A	ERL1_02F130	-120VIES	N/A		
ERL1		G1	2000	1900			B1-U0-G1	B1-U0-G1	ERL1_02G140	-120VIES	N/A	ERL1_02G130	-120VIES	N/A		
ERL1	03	A1	2800	2700	25	28	B1-U0-G1	B1-U0-G1	ERL1_03A140	-120-277VIES	ERL1_03A140	-347-480VIES	ERL1_03A130	-120-277VIES	ERL1_03A130	-347-480VIES
ERL1		B1	2900	2800			B1-U0-G1	B1-U0-G1	ERL1_03B140	-120-277VIES	ERL1_03B140	-347-480VIES	ERL1_03B130	-120-277VIES	ERL1_03B130	-347-480VIES
ERL1		C1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03C140	-120-277VIES	ERL1_03C140	-347-480VIES	ERL1_03C130	-120-277VIES	ERL1_03C130	-347-480VIES
ERL1		D1	2900	2800			B1-U0-G1	B1-U0-G1	ERL1_03D140	-120-277VIES	ERL1_03D140	-347-480VIES	ERL1_03D130	-120-277VIES	ERL1_03D130	-347-480VIES
ERL1		E1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03E140	-120-277VIES	ERL1_03E140	-347-480VIES	ERL1_03E130	-120-277VIES	ERL1_03E130	-347-480VIES
ERL1		F1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03F140	-120-277VIES	ERL1_03F140	-347-480VIES	ERL1_03F130	-120-277VIES	ERL1_03F130	-347-480VIES
ERL1		G1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03G140	-120-277VIES	ERL1_03G140	-347-480VIES	ERL1_03G130	-120-277VIES	ERL1_03G130	-347-480VIES
ERL1	04	A1	3800	3700	32	35	B1-U0-G1	B1-U0-G1	ERL1_04A140	-120-277VIES	ERL1_04A140	-347-480VIES	ERL1_04A130	-120-277VIES	ERL1_04A130	-347-480VIES
ERL1		B1	3900	3800			B1-U0-G1	B1-U0-G1	ERL1_04B140	-120-277VIES	ERL1_04B140	-347-480VIES	ERL1_04B130	-120-277VIES	ERL1_04B130	-347-480VIES
ERL1		C1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04C140	-120-277VIES	ERL1_04C140	-347-480VIES	ERL1_04C130	-120-277VIES	ERL1_04C130	-347-480VIES
ERL1		D1	3900	3800			B1-U0-G1	B1-U0-G1	ERL1_04D140	-120-277VIES	ERL1_04D140	-347-480VIES	ERL1_04D130	-120-277VIES	ERL1_04D130	-347-480VIES
ERL1		E1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04E140	-120-277VIES	ERL1_04E140	-347-480VIES	ERL1_04E130	-120-277VIES	ERL1_04E130	-347-480VIES
ERL1		F1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04F140	-120-277VIES	ERL1_04F140	-347-480VIES	ERL1_04F130	-120-277VIES	ERL1_04F130	-347-480VIES
ERL1		G1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04G140	-120-277VIES	ERL1_04G140	-347-480VIES	ERL1_04G130	-120-277VIES	ERL1_04G130	-347-480VIES
ERL1	05	A1	4800	4600	41	45	B2-U0-G1	B2-U0-G1	ERL1_05A140	-120-277VIES	ERL1_05A140	-347-480VIES	ERL1_05A130	-120-277VIES	ERL1_05A130	-347-480VIES
ERL1		B1	4800	4600			B2-U0-G1	B2-U0-G1	ERL1_05B140	-120-277VIES	ERL1_05B140	-347-480VIES	ERL1_05B130	-120-277VIES	ERL1_05B130	-347-480VIES
ERL1		C1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05C140	-120-277VIES	ERL1_05C140	-347-480VIES	ERL1_05C130	-120-277VIES	ERL1_05C130	-347-480VIES
ERL1		D1	4800	4600			B1-U0-G1	B1-U0-G1	ERL1_05D140	-120-277VIES	ERL1_05D140	-347-480VIES	ERL1_05D130	-120-277VIES	ERL1_05D130	-347-480VIES
ERL1		E1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05E140	-120-277VIES	ERL1_05E140	-347-480VIES	ERL1_05E130	-120-277VIES	ERL1_05E130	-347-480VIES
ERL1		F1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05F140	-120-277VIES	ERL1_05F140	-347-480VIES	ERL1_05F130	-120-277VIES	ERL1_05F130	-347-480VIES
ERL1		G1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05G140	-120-277VIES	ERL1_05G140	-347-480VIES	ERL1_05G130	-120-277VIES	ERL1_05G130	-347-480VIES
ERL1	06	A1	5700	5500	53	58	B2-U0-G1	B2-U0-G1	ERL1_06A140	-120-277VIES	ERL1_06A140	-347-480VIES	ERL1_06A130	-120-277VIES	ERL1_06A130	-347-480VIES
ERL1		B1	5800	5600			B2-U0-G1	B2-U0-G1	ERL1_06B140	-120-277VIES	ERL1_06B140	-347-480VIES	ERL1_06B130	-120-277VIES	ERL1_06B130	-347-480VIES
ERL1		C1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06C140	-120-277VIES	ERL1_06C140	-347-480VIES	ERL1_06C130	-120-277VIES	ERL1_06C130	-347-480VIES
ERL1		D1	5800	5600			B1-U0-G1	B1-U0-G1	ERL1_06D140	-120-277VIES	ERL1_06D140	-347-480VIES	ERL1_06D130	-120-277VIES	ERL1_06D130	-347-480VIES
ERL1		E1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06E140	-120-277VIES	ERL1_06E140	-347-480VIES	ERL1_06E130	-120-277VIES	ERL1_06E130	-347-480VIES
ERL1		F1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06F140	-120-277VIES	ERL1_06F140	-347-480VIES	ERL1_06F130	-120-277VIES	ERL1_06F130	-347-480VIES
ERL1		G1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06G140	-120-277VIES	ERL1_06G140	-347-480VIES	ERL1_06G130	-120-277VIES	ERL1_06G130	-347-480VIES
ERL1	07	A1	6700	6500	67		B2-U0-G2	B2-U0-G2		ERL1_07A140	_IES		ERL1_07A130	_IES		
ERL1		B1	6800	6600			B2-U0-G1	B2-U0-G1		ERL1_07B140	_IES		ERL1_07B130	_IES		
ERL1		C1	7000	6800			B2-U0-G1	B2-U0-G1		ERL1_07C140	_IES		ERL1_07C130	_IES		
ERL1		D1	6800	6600			B2-U0-G1	B2-U0-G1		ERL1_07D140	_IES		ERL1_07D130	_IES		
ERL1		E1	7000	6800			B2-U0-G1	B2-U0-G1		ERL1_07E140	_IES		ERL1_07E130	_IES		
ERL1		F1	7000	6800			B2-U0-G2	B2-U0-G2		ERL1_07F140	_IES		ERL1_07F130	_IES		
ERL1		G1	7000	6800			B2-U0-G2	B2-U0-G2		ERL1_07G140	_IES		ERL1_07G130	_IES		
ERL1	08	A1	8200	8000	88		B2-U0-G2	B2-U0-G2		ERL1_08A140	_IES		ERL1_08A130	_IES		
ERL1		B1	8300	8100			B2-U0-G1	B2-U0-G1		ERL1_08B140	_IES		ERL1_08B130	_IES		
ERL1		C1	8500	8200			B2-U0-G1	B2-U0-G1		ERL1_08C140	_IES		ERL1_08C130	_IES		
ERL1		D1	8300	8100			B2-U0-G1	B2-U0-G1		ERL1_08D140	_IES		ERL1_08D130	_IES		
ERL1		E1	8500	8200			B2-U0-G1	B2-U0-G1		ERL1_08E140	_IES		ERL1_08E130	_IES		
ERL1		F1	8500	8200			B2-U0-G2	B2-U0-G2		ERL1_08F140	_IES		ERL1_08F130	_IES		
ERL1		G1	8500	8200			B2-U0-G2	B2-U0-G2		ERL1_08G140	_IES		ERL1_08G130	_IES		
ERL1	09	A1	8400	8100	90		B2-U0-G2	B2-U0-G2		ERL1_09A140	_IES		ERL1_09A130	_IES		
ERL1		B1	8500	8200			B2-U0-G1	B2-U0-G1		ERL1_09B140	_IES		ERL1_09B130	_IES		
ERL1		C1	8800	8400			B2-U0-G1	B2-U0-G1		ERL1_09C140	_IES		ERL1_09C130	_IES		
ERL1		D1	8500	8200			B2-U0-G2	B2-U0-G2		ERL1_09D140	_IES		ERL1_09D130	_IES		
ERL1		E1	8800	8400			B2-U0-G1	B2-U0-G1		ERL1_09E140	_IES		ERL1_09E130	_IES		
ERL1		F1	8800	8400			B2-U0-G2	B2-U0-G2		ERL1_09F140	_IES		ERL1_09F130	_IES		
ERL1		G1	8800	8400			B2-U0-G2	B2-U0-G2		ERL1_09G140	_IES		ERL1_09G130	_IES		

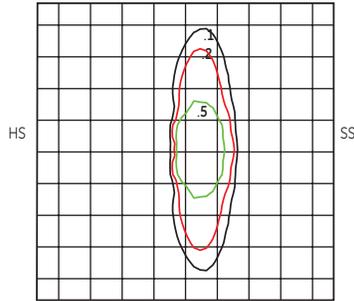
ATTACHMENT 1

Photometrics

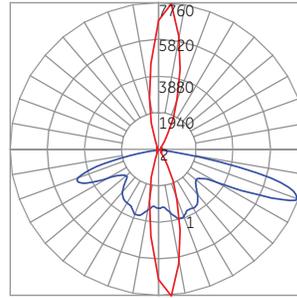
Evolve™ LED Streetlight (ERL1)

ERL1 Extra Narrow Asymmetric (08A1)

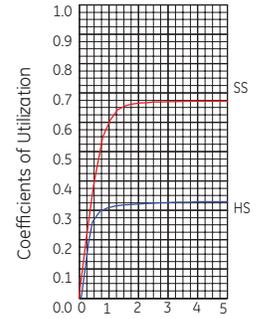
8,200 Lumens
4000K
ERL1_08A140____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



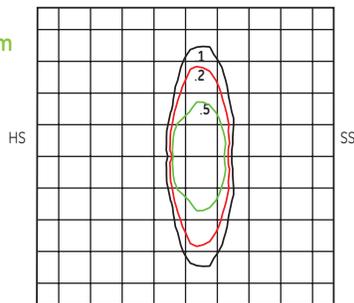
— Vertical plane through horizontal angle of maximum candlepower at 85°
— Vertical plane through horizontal angle of 70°



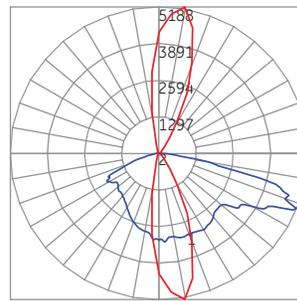
Coefficients of Utilization
Street Width/Mounting Height

ERL1 Narrow Asymmetric Medium (08B1)

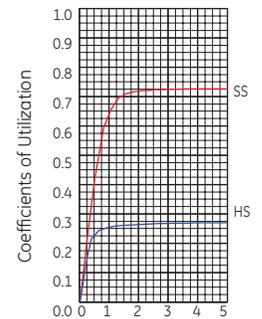
8,300 Lumens
4000K
ERL1_08B140____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



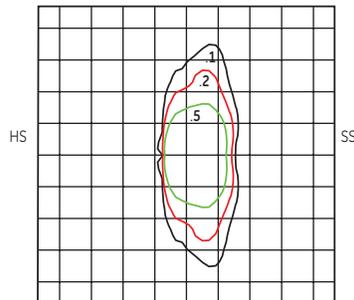
— Vertical plane through horizontal angle of maximum candlepower at 80°
— Vertical plane through horizontal angle of 68°



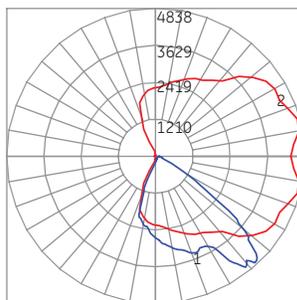
Coefficients of Utilization
Street Width/Mounting Height

ERL1 Asymmetric Short (08C1)

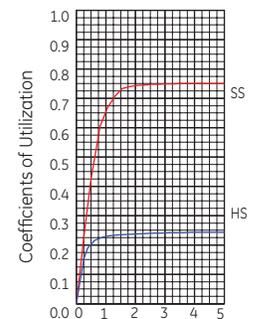
8,500 Lumens
4000K
ERL1_08C140____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



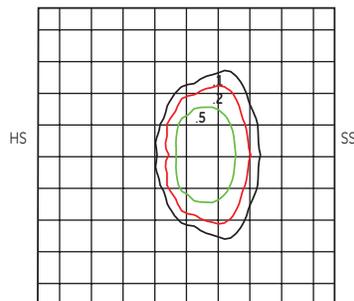
— Vertical plane through horizontal angle of maximum candlepower at 15°
— Vertical plane through horizontal angle of 42°



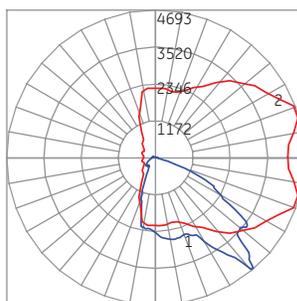
Coefficients of Utilization
Street Width/Mounting Height

ERL1 Asymmetric Forward (08D1)

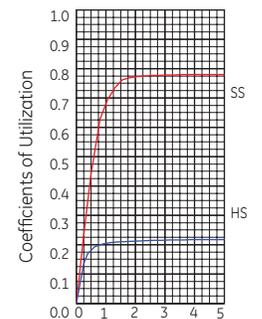
8,300 Lumens
4000K
ERL1_08D140____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



— Vertical plane through horizontal angle of maximum candlepower at 15°
— Vertical plane through horizontal angle of 42°



Coefficients of Utilization
Street Width/Mounting Height

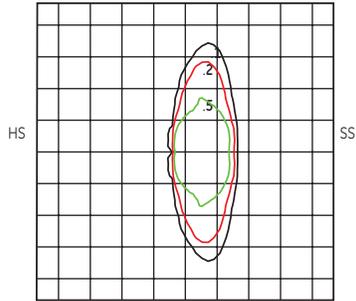
ATTACHMENT 1

Photometrics

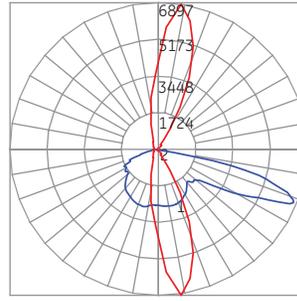
Evolve™ LED Streetlight (ERL1)

ERL1 Asymmetric Medium (08E1)

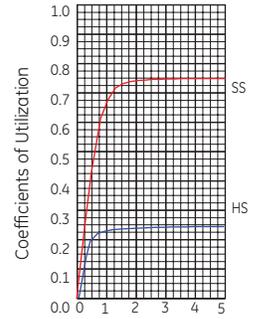
8,500 Lumens
4000K
ERL1_08E140____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



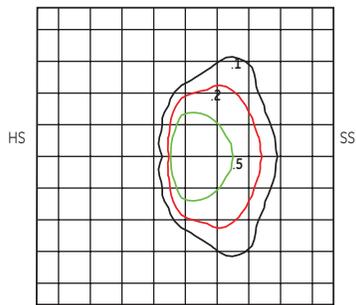
— Vertical plane through horizontal angle of maximum candlepower at 80°
— Vertical plane through horizontal angle of 69°



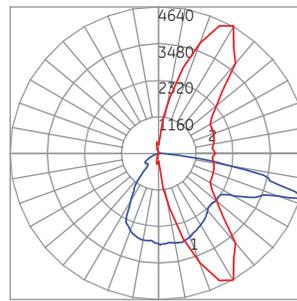
Street Width/Mounting Height

ERL1 Asymmetric Wide (08F1)

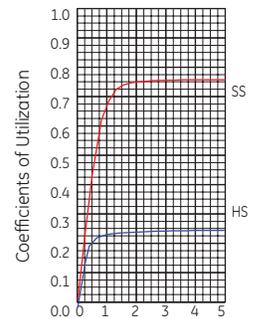
8,500 Lumens
4000K
ERL1_08F140____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



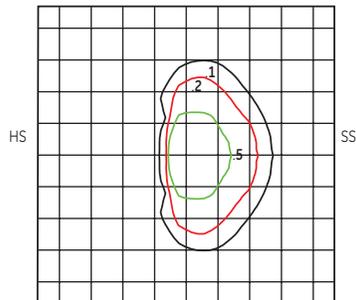
— Vertical plane through horizontal angle of maximum candlepower at 60°
— Vertical plane through horizontal angle of 73°



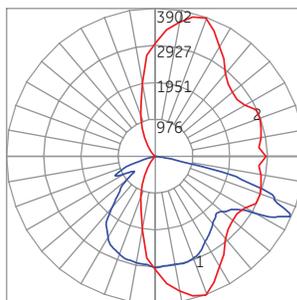
Street Width/Mounting Height

ERL1 Asymmetric Extra Wide (08G1)

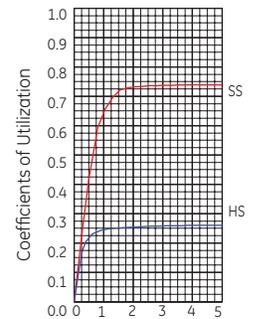
8,500 Lumens
4000K
ERL1_08G140____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



— Vertical plane through horizontal angle of maximum candlepower at 70°
— Vertical plane through horizontal angle of 66°



Street Width/Mounting Height

ATTACHMENT 1

Ordering Number Logic Evolve™ LED Streetlight (ERLH)



ERLH

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	CCT	CONTROLS	COLOR	OPTIONS
E = Evolve R = Roadway L = Local H = High Output	0 = 120-277* 1 = 120 2 = 208 3 = 240 4 = 277 5 = 480 D = 347 H = 347-480* * Not available with Fusing. Must choose a discreet voltage with F option.	10 11 13 14 15 See Data Table for more information.	A1 = Extra Narrow Asymmetric B1 = Narrow Asymmetric (Medium) C1 = Asymmetric (Short) D1 = Asymmetric Forward E1 = Asymmetric (Medium) F1 = Asymmetric (Wide) G1 = Asymmetric (Extra Wide) See Data Table for more information	30 = 3000K 40 = 4000K	A = ANSI C136.41 7-pin D = ANSI C136.41 7-pin receptacle with Shorting Cap E = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.* * PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete. NOTE: Dimming controls wired for 0-10V standard unless DALI option "U" requested.	GRAY = Gray BLCK = Black DKBZ = Dark Bronze	A = 4 Bolt Slipfitter † F = Fusing G = Internal Bubble Level I = IP66 Optical L = Tool-Less Entry R = Optional Secondary Enhanced Surge Protection (10kV/5kA) U = Universal DALI Programmable +^ X = Single Package # Y = Coastal Finish * XXX = Special Options † Contact manufacturer for Lead-Time. # Std Packaging = 20 units per container. * Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time. + Compatible with LightGrid 2.0 nodes. ^ Not available at 347V, 480V or 347-480V.

PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	BUG RATING		IES FILE NUMBER	
			4000K	3000K		4000K	3000K	4000K	3000K
ERLH	10	A1	9500	9100	90	B3-U0-G2	B3-U0-G2	ERLH_10A140_IES	ERLH_10A130_IES
ERLH		B1	9800	9500		B3-U0-G1	B2-U0-G1	ERLH_10B140_IES	ERLH_10B130_IES
ERLH		C1	10000	9600		B2-U0-G1	B2-U0-G1	ERLH_10C140_IES	ERLH_10C130_IES
ERLH		D1	9800	9500		B2-U0-G2	B2-U0-G2	ERLH_10D140_IES	ERLH_10D130_IES
ERLH		E1	10000	9600		B2-U0-G2	B2-U0-G2	ERLH_10E140_IES	ERLH_10E130_IES
ERLH		F1	10000	9600		B2-U0-G2	B2-U0-G2	ERLH_10F140_IES	ERLH_10F130_IES
ERLH		G1	10000	9600		B2-U0-G2	B2-U0-G2	ERLH_10G140_IES	ERLH_10G130_IES
ERLH	11	A1	10900	10500	108	B3-U0-G2	B3-U0-G2	ERLH_11A140_IES	ERLH_11A130_IES
ERLH		B1	11200	10800		B3-U0-G2	B3-U0-G1	ERLH_11B140_IES	ERLH_11B130_IES
ERLH		C1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11C140_IES	ERLH_11C130_IES
ERLH		D1	11200	10800		B2-U0-G2	B2-U0-G2	ERLH_11D140_IES	ERLH_11D130_IES
ERLH		E1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11E140_IES	ERLH_11E130_IES
ERLH		F1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11F140_IES	ERLH_11F130_IES
ERLH		G1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11G140_IES	ERLH_11G130_IES
ERLH	13	A1	12300	11900	125	B3-U0-G2	B3-U0-G2	ERLH_13A140_IES	ERLH_13A130_IES
ERLH		B1	12700	12200		B3-U0-G2	B3-U0-G2	ERLH_13B140_IES	ERLH_13B130_IES
ERLH		C1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13C140_IES	ERLH_13C130_IES
ERLH		D1	12700	12200		B3-U0-G2	B2-U0-G2	ERLH_13D140_IES	ERLH_13D130_IES
ERLH		E1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13E140_IES	ERLH_13E130_IES
ERLH		F1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13F140_IES	ERLH_13F130_IES
ERLH		G1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13G140_IES	ERLH_13G130_IES
ERLH	14	A1	13300	12800	139	B3-U0-G3	B3-U0-G3	ERLH_14A140_IES	ERLH_14A130_IES
ERLH		B1	13700	13200		B3-U0-G2	B3-U0-G2	ERLH_14B140_IES	ERLH_14B130_IES
ERLH		C1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14C140_IES	ERLH_14C130_IES
ERLH		D1	13700	13200		B3-U0-G2	B3-U0-G2	ERLH_14D140_IES	ERLH_14D130_IES
ERLH		E1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14E140_IES	ERLH_14E130_IES
ERLH		F1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14F140_IES	ERLH_14F130_IES
ERLH		G1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14G140_IES	ERLH_14G130_IES
ERLH	15	A1	14200	13700	161	B3-U0-G3	B3-U0-G3	ERLH_15A140_IES	ERLH_15A130_IES
ERLH		B1	14700	14200		B3-U0-G2	B3-U0-G2	ERLH_15B140_IES	ERLH_15B130_IES
ERLH		C1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15C140_IES	ERLH_15C130_IES
ERLH		D1	14700	14200		B3-U0-G2	B3-U0-G2	ERLH_15D140_IES	ERLH_15D130_IES
ERLH		E1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15E140_IES	ERLH_15E130_IES
ERLH		F1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15F140_IES	ERLH_15F130_IES
ERLH		G1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15G140_IES	ERLH_15G130_IES

ATTACHMENT 1

Ordering Number Logic Evolve™ LED Streetlight (ERS1)



ERS1

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	DRIVE CURRENT	CCT	CONTROLS	COLOR	OPTIONS
E = Evolve R = Roadway S = Scalable 1 = Single Module	0 = 120-277* 1 = 120 2 = 208 3 = 240 4 = 277 5 = 480 D = 347 H = 347-480* * Not available with Fusing. Must choose a discreet voltage with F option.	10 11 13 14 15 See Data Table for more information.	A1 = Extra Narrow Asymmetric B1 = Narrow Asymmetric (Medium) C1 = Asymmetric (Short) D1 = Asymmetric Forward E1 = Asymmetric (Medium) F1 = Asymmetric (Wide) G1 = Asymmetric (Extra Wide) See Data Table for more information	X = Not Applicable	30 = 3000K 40 = 4000K	A = ANSI C136.41 7-pin receptacle with Shorting Cap D = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.* E = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.* * PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete. NOTE: Dimming controls wired for 0-10V standard unless DALI option "U" requested.	GRAY = Gray BLCK = Black DKBZ = Dark Bronze	F = Fusing G = Internal Bubble Level L = Tool-Less Entry R = Optional Secondary Enhanced Surge Protection (10kV/5kA) T = 20kV/10kA Surge Protection per IEEE/ANSI C62.41.2-2002 † U = Universal DALI Programmable+^ Y = Coastal Finish* XXX = Special Options * Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time. + Compatible with LightGrid 2.0 nodes. ^Not available at 347V, 480V or 347-480V.

PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	BUG RATING		IES FILE NUMBER	
			4000K	3000K		4000K	3000K	4000K	3000K
ERS1	10	A1	9500	9200	90	B3-U0-G2	B3-U0-G2	ERS1_10A1X40_IES	ERS1_10A1X30_IES
ERS1		B1	9800	9500		B3-U0-G1	B2-U0-G1	ERS1_10B1X40_IES	ERS1_10B1X30_IES
ERS1		C1	10000	9600		B2-U0-G1	B2-U0-G1	ERS1_10C1X40_IES	ERS1_10C1X30_IES
ERS1		D1	9800	9500		B2-U0-G2	B2-U0-G2	ERS1_10D1X40_IES	ERS1_10D1X30_IES
ERS1		E1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10E1X40_IES	ERS1_10E1X30_IES
ERS1		F1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10F1X40_IES	ERS1_10F1X30_IES
ERS1		G1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10G1X40_IES	ERS1_10G1X30_IES
ERS1	11	A1	10900	10500	108	B3-U0-G2	B3-U0-G2	ERS1_11A1X40_IES	ERS1_11A1X30_IES
ERS1		B1	11200	10800		B3-U0-G2	B3-U0-G1	ERS1_11B1X40_IES	ERS1_11B1X30_IES
ERS1		C1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11C1X40_IES	ERS1_11C1X30_IES
ERS1		D1	11200	10800		B2-U0-G2	B2-U0-G2	ERS1_11D1X40_IES	ERS1_11D1X30_IES
ERS1		E1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11E1X40_IES	ERS1_11E1X30_IES
ERS1		F1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11F1X40_IES	ERS1_11F1X30_IES
ERS1		G1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11G1X40_IES	ERS1_11G1X30_IES
ERS1	13	A1	12300	11900	125	B3-U0-G2	B3-U0-G2	ERS1_13A1X40_IES	ERS1_13A1X30_IES
ERS1		B1	12700	12200		B3-U0-G2	B3-U0-G2	ERS1_13B1X40_IES	ERS1_13B1X30_IES
ERS1		C1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13C1X40_IES	ERS1_13C1X30_IES
ERS1		D1	12700	12200		B3-U0-G2	B2-U0-G2	ERS1_13D1X40_IES	ERS1_13D1X30_IES
ERS1		E1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13E1X40_IES	ERS1_13E1X30_IES
ERS1		F1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13F1X40_IES	ERS1_13F1X30_IES
ERS1		G1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13G1X40_IES	ERS1_13G1X30_IES
ERS1	14	A1	13300	12800	139	B3-U0-G3	B3-U0-G3	ERS1_14A1X40_IES	ERS1_14A1X30_IES
ERS1		B1	13700	13200		B3-U0-G2	B3-U0-G2	ERS1_14B1X40_IES	ERS1_14B1X30_IES
ERS1		C1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14C1X40_IES	ERS1_14C1X30_IES
ERS1		D1	13700	13200		B3-U0-G2	B3-U0-G2	ERS1_14D1X40_IES	ERS1_14D1X30_IES
ERS1		E1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14E1X40_IES	ERS1_14E1X30_IES
ERS1		F1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14F1X40_IES	ERS1_14F1X30_IES
ERS1		G1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14G1X40_IES	ERS1_14G1X30_IES
ERS1	15	A1	14200	13700	161	B3-U0-G3	B3-U0-G3	ERS1_15A1X40_IES	ERS1_15A1X30_IES
ERS1		B1	14700	14200		B3-U0-G2	B3-U0-G2	ERS1_15B1X40_IES	ERS1_15B1X30_IES
ERS1		C1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15C1X40_IES	ERS1_15C1X30_IES
ERS1		D1	14700	14200		B3-U0-G2	B3-U0-G2	ERS1_15D1X40_IES	ERS1_15D1X30_IES
ERS1		E1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15E1X40_IES	ERS1_15E1X30_IES
ERS1		F1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15F1X40_IES	ERS1_15F1X30_IES
ERS1		G1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15G1X40_IES	ERS1_15G1X30_IES

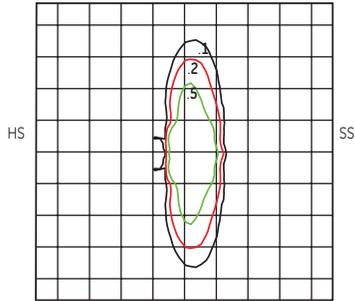
ATTACHMENT 1

Photometrics

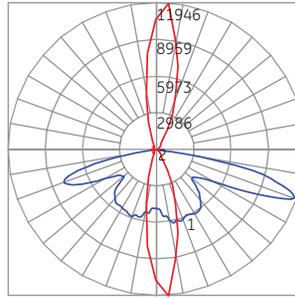
Evolve™ LED Streetlight (ERLH and ERS1)

ERLH and ERS1 Extra Narrow Asymmetric (15A1)

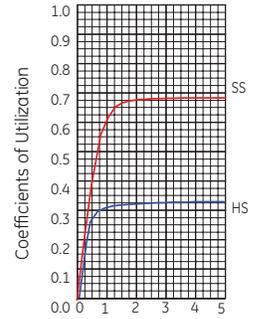
14,200 Lumens
4000K



Grid Distance in Units of
Mounting Height at 30' Initial
Footcandle Values at Grade



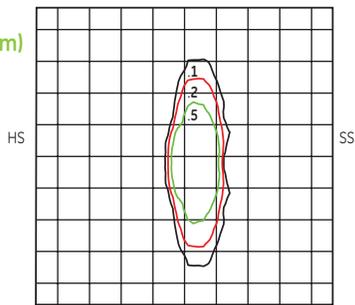
— Vertical plane through horizontal angle
of maximum candlepower at 85°
— Vertical plane through horizontal angle of 71°



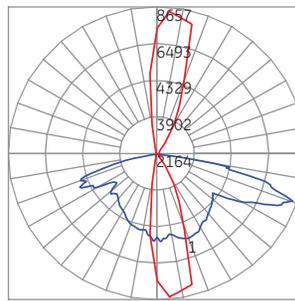
Coefficients of Utilization
Street Width/Mounting Height

ERLH and ERS1 Narrow Asymmetric (Medium) (15B1)

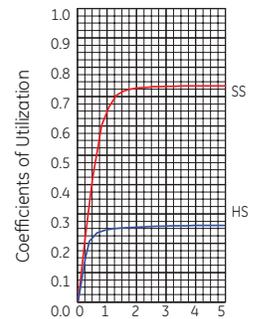
14,700 Lumens
4000K



Grid Distance in Units of
Mounting Height at 30' Initial
Footcandle Values at Grade



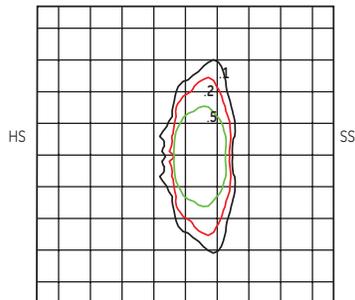
— Vertical plane through horizontal angle
of maximum candlepower at 85°
— Vertical plane through horizontal angle of 71°



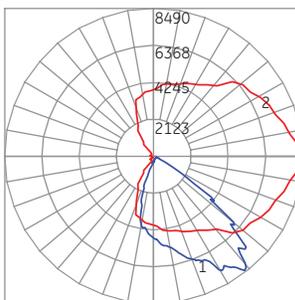
Coefficients of Utilization
Street Width/Mounting Height

ERLH and ERS1 Asymmetric Short (15C1)

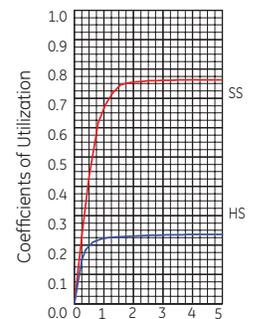
15,000 Lumens
4000K



Grid Distance in Units of
Mounting Height at 30' Initial
Footcandle Values at Grade



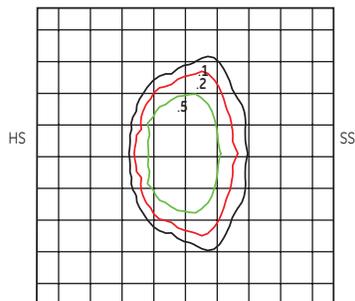
— Vertical plane through horizontal angle
of maximum candlepower at 0°
— Vertical plane through horizontal angle of 38°



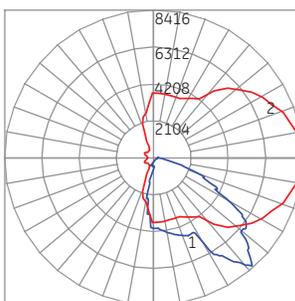
Coefficients of Utilization
Street Width/Mounting Height

ERLH and ERS1 Asymmetric Forward (15D1)

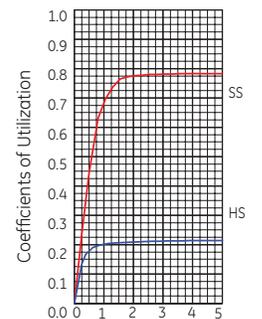
14,700 Lumens
4000K



Grid Distance in Units of
Mounting Height at 30' Initial
Footcandle Values at Grade



— Vertical plane through horizontal angle
of maximum candlepower at 5°
— Vertical plane through horizontal angle of 41°



Coefficients of Utilization
Street Width/Mounting Height

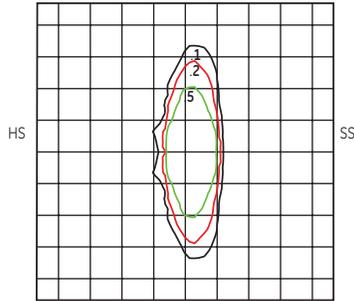
ATTACHMENT 1

Photometrics

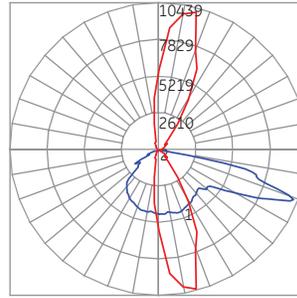
Evolve™ LED Streetlight (ERLH and ERS1)

ERLH and ERS1 Asymmetric Medium (15E1)

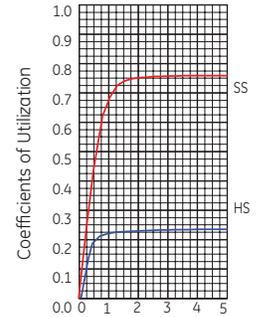
15,000 Lumens
4000K



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



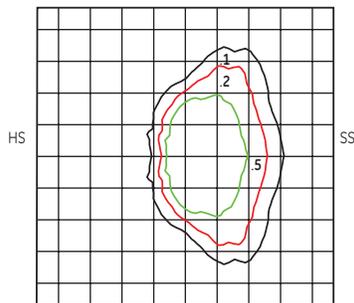
— Vertical plane through horizontal angle of maximum candlepower at 75°
— Vertical plane through horizontal angle of 70°



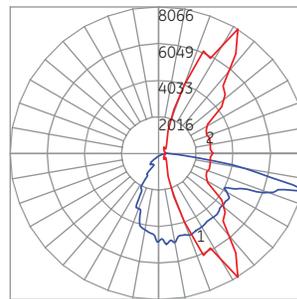
Street Width/Mounting Height

ERLH and ERS1 Asymmetric Wide (15F1)

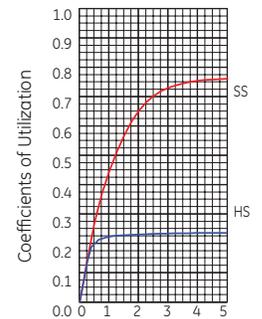
15,000 Lumens
4000K



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



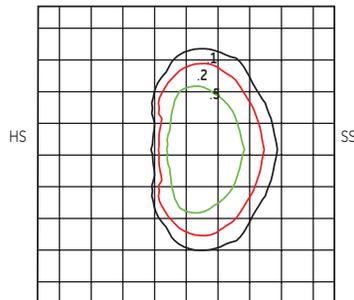
— Vertical plane through horizontal angle of maximum candlepower at 60°
— Vertical plane through horizontal angle of 75°



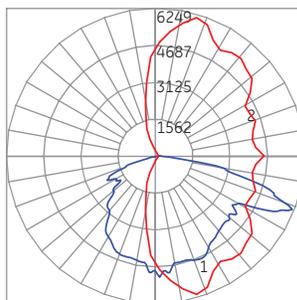
Street Width/Mounting Height

ERLH and ERS1 Asymmetric Extra Wide (15G1)

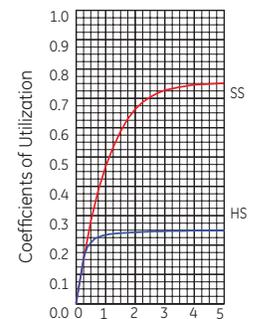
15,000 Lumens
4000K



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



— Vertical plane through horizontal angle of maximum candlepower at 75°
— Vertical plane through horizontal angle of 68°



Street Width/Mounting Height

ATTACHMENT 1

Ordering Number Logic Evolve™ LED Streetlight (ERS2)



ERS2

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	DRIVE CURRENT	CCT	CONTROLS	COLOR	OPTIONS
E = Evolve	0 = 120-277*	16	A1 = Extra Narrow Asymmetric	X = Not Applicable	30 = 3000K 40 = 4000K	A = ANSI C136.41 7-pin D = ANSI C136.41 7-pin receptacle with Shorting Cap E = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.*	GRAY = Gray BLCK = Black DKBZ = Dark Bronze	A = 4 Bolt Slipfitter † F = Fusing G = Internal Bubble Level L = Tool-Less Entry R = Optional Secondary Enhanced Surge Protection (10kV/5kA) T = 20kV/10kA Surge Protection per IEEE/ANSI C62.41.2-2002 † U = Universal DALI Programmable + ^ Y = Coastal Finish* XXX = Special Options
R = Roadway	1 = 120	18	B1 = Narrow Asymmetric (Medium)					† Contact manufacturer for Lead-Time.
S = Scalable	2 = 208	19	C1 = Asymmetric (Short)					* Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time.
2 = Double Module	3 = 240	21	D1 = Asymmetric Forward					+ Compatible with LightGrid 2.0 nodes.
	4 = 277	23	E1 = Asymmetric (Medium)					^ Not available at 347V, 480V or 347-480V.
	5 = 480	25	F1 = Asymmetric (Wide)					
	D = 347	27	G1 = Asymmetric (Extra Wide)					
	H = 347-480*	28						
	* Not available with Fusing. Must choose a discreet voltage with F option.	See Data Table for more information.	See Data Table for more information.			* PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete.		
						NOTE: Dimming controls wired for 0-10V standard unless DALI option "U" requested.		

PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	BUG RATING		IES FILE NUMBER	
			4000K	3000K		4000K	3000K	4000K	3000K
ERS2	16	A1	15200	14700	132	B3-U0-G3	B3-U0-G3	ERS2_16A1X40	ERS2_16A1X30
ERS2		B1	15700	15100		B3-U0-G2	B3-U0-G2	ERS2_16B1X40	ERS2_16B1X30
ERS2		C1	16000	15400		B3-U0-G2	B3-U0-G2	ERS2_16C1X40	ERS2_16C1X30
ERS2		D1	15700	15100		B3-U0-G2	B3-U0-G2	ERS2_16D1X40	ERS2_16D1X30
ERS2		E1	16000	15400		B3-U0-G2	B3-U0-G2	ERS2_16E1X40	ERS2_16E1X30
ERS2		F1	16000	15400		B3-U0-G2	B3-U0-G2	ERS2_16F1X40	ERS2_16F1X30
ERS2		G1	16000	15400		B3-U0-G2	B3-U0-G2	ERS2_16G1X40	ERS2_16G1X30
ERS2		18	A1	17100		16500	157	B3-U0-G3	B3-U0-G3
ERS2	B1		17600	17000	B3-U0-G2	B3-U0-G2		ERS2_18B1X40	ERS2_18B1X30
ERS2	C1		18000	17400	B3-U0-G2	B3-U0-G2		ERS2_18C1X40	ERS2_18C1X30
ERS2	D1		17600	17000	B3-U0-G2	B3-U0-G2		ERS2_18D1X40	ERS2_18D1X30
ERS2	E1		18000	17400	B3-U0-G2	B3-U0-G2		ERS2_18E1X40	ERS2_18E1X30
ERS2	F1		18000	17400	B3-U0-G3	B3-U0-G2		ERS2_18F1X40	ERS2_18F1X30
ERS2	G1		18000	17400	B3-U0-G2	B3-U0-G2		ERS2_18G1X40	ERS2_18G1X30
ERS2	19		A1	18000	17400	162		B3-U0-G3	B3-U0-G3
ERS2		B1	18600	17900	B3-U0-G2		B3-U0-G2	ERS2_19B1X40	ERS2_19B1X30
ERS2		C1	19000	18300	B3-U0-G2		B3-U0-G2	ERS2_19C1X40	ERS2_19C1X30
ERS2		D1	18600	17900	B3-U0-G2		B3-U0-G2	ERS2_19D1X40	ERS2_19D1X30
ERS2		E1	19000	18300	B3-U0-G2		B3-U0-G2	ERS2_19E1X40	ERS2_19E1X30
ERS2		F1	19000	18300	B3-U0-G3		B3-U0-G3	ERS2_19F1X40	ERS2_19F1X30
ERS2		G1	19000	18300	B3-U0-G3		B3-U0-G2	ERS2_19G1X40	ERS2_19G1X30
ERS2		21	A1	20000	19300		193	B3-U0-G3	B3-U0-G3
ERS2	B1		20600	19900	B3-U0-G2	B3-U0-G2		ERS2_21B1X40	ERS2_21B1X30
ERS2	C1		21000	20300	B3-U0-G2	B3-U0-G2		ERS2_21C1X40	ERS2_21C1X30
ERS2	D1		20600	19900	B3-U0-G2	B3-U0-G2		ERS2_21D1X40	ERS2_21D1X30
ERS2	E1		21000	20300	B3-U0-G2	B3-U0-G2		ERS2_21E1X40	ERS2_21E1X30
ERS2	F1		21000	20300	B3-U0-G3	B3-U0-G3		ERS2_21F1X40	ERS2_21F1X30
ERS2	G1		21000	20300	B3-U0-G3	B3-U0-G3		ERS2_21G1X40	ERS2_21G1X30
ERS2	23		A1	21900	21100	219		B4-U0-G3	B3-U0-G3
ERS2		B1	22500	21700	B3-U0-G3		B3-U0-G2	ERS2_23B1X40	ERS2_23B1X30
ERS2		C1	23000	22200	B3-U0-G2		B3-U0-G2	ERS2_23C1X40	ERS2_23C1X30
ERS2		D1	22500	21700	B3-U0-G2		B3-U0-G2	ERS2_23D1X40	ERS2_23D1X30
ERS2		E1	23000	22200	B3-U0-G2		B3-U0-G2	ERS2_23E1X40	ERS2_23E1X30
ERS2		F1	23000	22200	B3-U0-G3		B3-U0-G3	ERS2_23F1X40	ERS2_23F1X30
ERS2		G1	23000	22200	B3-U0-G3		B3-U0-G3	ERS2_23G1X40	ERS2_23G1X30
ERS2		25	A1	23800	23000		243	B4-U0-G3	B4-U0-G3
ERS2	B1		24500	23600	B4-U0-G3	B3-U0-G3		ERS2_25B1X40	ERS2_25B1X30
ERS2	C1		25000	24100	B3-U0-G2	B3-U0-G2		ERS2_25C1X40	ERS2_25C1X30
ERS2	D1		24500	23600	B3-U0-G3	B3-U0-G3		ERS2_25D1X40	ERS2_25D1X30
ERS2	E1		25000	24100	B3-U0-G3	B3-U0-G3		ERS2_25E1X40	ERS2_25E1X30
ERS2	F1		25000	24100	B3-U0-G3	B3-U0-G3		ERS2_25F1X40	ERS2_25F1X30
ERS2	G1		25000	24100	B3-U0-G3	B3-U0-G3		ERS2_25G1X40	ERS2_25G1X30
ERS2	27		A1	25700	24800	275		B4-U0-G3	B4-U0-G3
ERS2		B1	26500	25600	B4-U0-G3		B4-U0-G3	ERS2_27B1X40	ERS2_27B1X30
ERS2		C1	27000	26000	B4-U0-G3		B4-U0-G3	ERS2_27C1X40	ERS2_27C1X30
ERS2		D1	26500	25600	B3-U0-G3		B3-U0-G3	ERS2_27D1X40	ERS2_27D1X30
ERS2		E1	27000	26000	B4-U0-G3		B4-U0-G3	ERS2_27E1X40	ERS2_27E1X30
ERS2		F1	27000	26000	B4-U0-G4		B4-U0-G3	ERS2_27F1X40	ERS2_27F1X30
ERS2		G1	27000	26000	B4-U0-G3		B4-U0-G3	ERS2_27G1X40	ERS2_27G1X30
ERS2		28	A1	26600	25600		280	B4-U0-G3	B4-U0-G3
ERS2	B1		27400	26400	B4-U0-G3	B4-U0-G3		ERS2_28B1X40	ERS2_28B1X30
ERS2	C1		28000	26900	B4-U0-G3	B4-U0-G3		ERS2_28C1X40	ERS2_28C1X30
ERS2	D1		27400	26400	B3-U0-G3	B3-U0-G3		ERS2_28D1X40	ERS2_28D1X30
ERS2	E1		28000	26900	B4-U0-G3	B4-U0-G3		ERS2_28E1X40	ERS2_28E1X30
ERS2	F1		28000	26900	B4-U0-G4	B4-U0-G3		ERS2_28F1X40	ERS2_28F1X30
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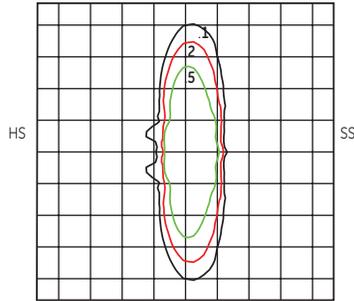
ATTACHMENT 1

Photometrics

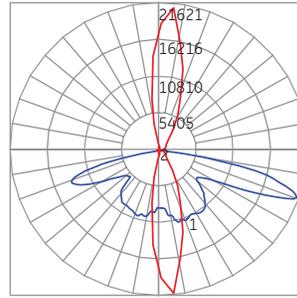
Evolve™ LED Streetlight (ERS2)

ERS2 Extra Narrow Asymmetric (27A1)

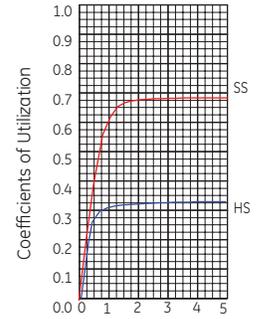
25,700 Lumens
4000K
ERS2_27A1X40____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



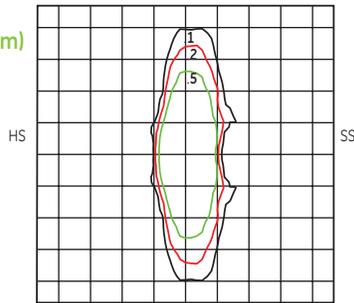
— Vertical plane through horizontal angle of maximum candlepower at 85°
— Vertical plane through horizontal angle of 71°



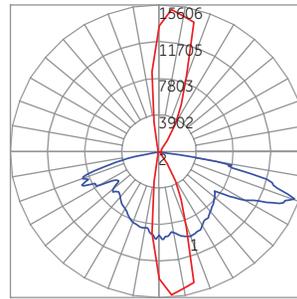
Street Width/Mounting Height

ERS2 Narrow Asymmetric (Medium) (27B1)

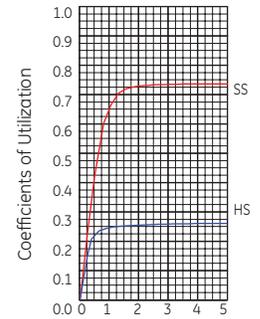
26,500 Lumens
4000K
ERS2_27B1X40____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



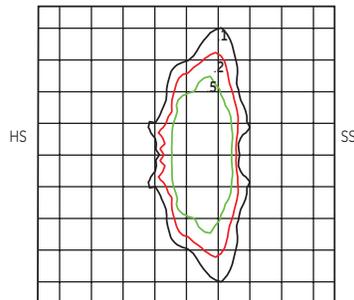
— Vertical plane through horizontal angle of maximum candlepower at 85°
— Vertical plane through horizontal angle of 71°



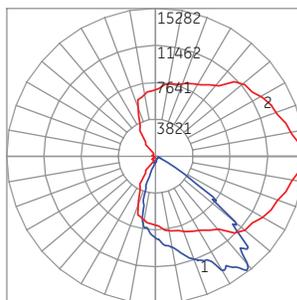
Street Width/Mounting Height

ERS2 Asymmetric Short (27C1)

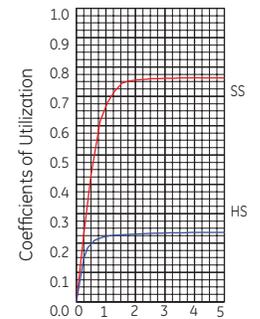
27,000 Lumens
4000K
ERS2_27C1X40____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



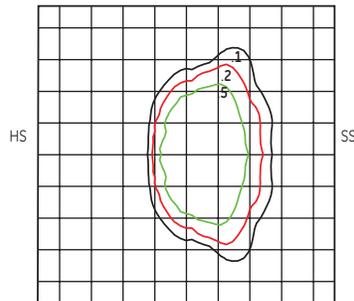
— Vertical plane through horizontal angle of maximum candlepower at 0°
— Vertical plane through horizontal angle of 38°



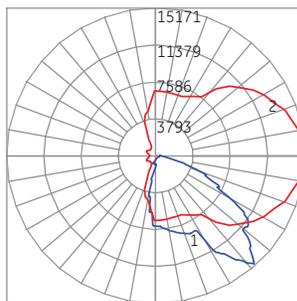
Street Width/Mounting Height

ERS2 Asymmetric Forward (27D1)

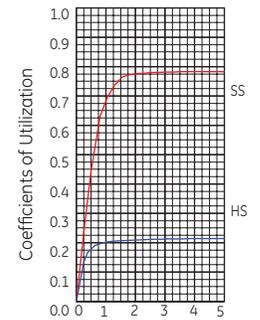
26,500 Lumens
4000K
ERS2_27D1X40____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



— Vertical plane through horizontal angle of maximum candlepower at 5°
— Vertical plane through horizontal angle of 41°



Street Width/Mounting Height

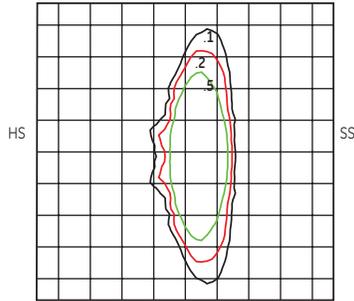
ATTACHMENT 1

Photometrics

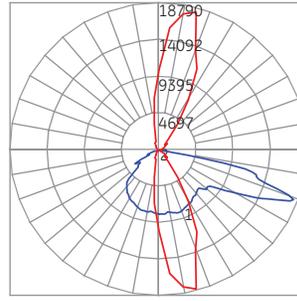
Evolve™ LED Streetlight (ERS2)

ERS2 Asymmetric Medium (27E1)

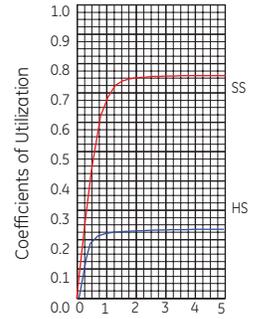
27,000 Lumens
4000K
ERS2_27E1X40____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



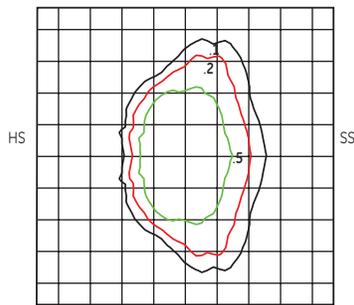
— Vertical plane through horizontal angle of maximum candlepower at 75°
— Vertical plane through horizontal angle of 70°



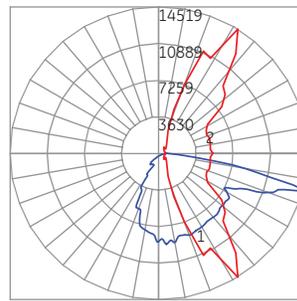
Street Width/Mounting Height

ERS2 Asymmetric Wide (27F1)

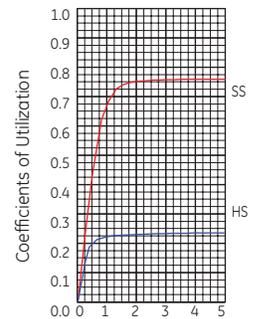
27,000 Lumens
4000K
ERS2_27F1X40____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



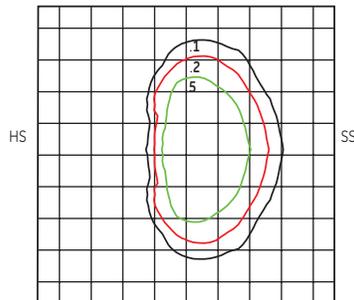
— Vertical plane through horizontal angle of maximum candlepower at 60°
— Vertical plane through horizontal angle of 75°



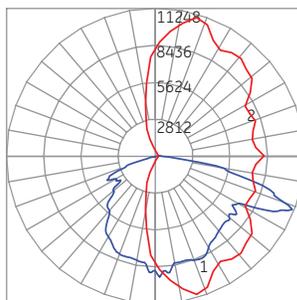
Street Width/Mounting Height

ERS2 Asymmetric Extra Wide (27G1)

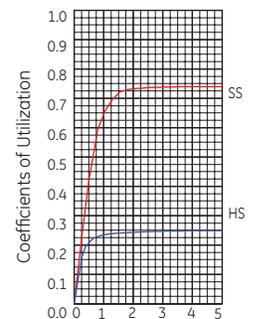
27,000 Lumens
4000K
ERS2_27G1X40____.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



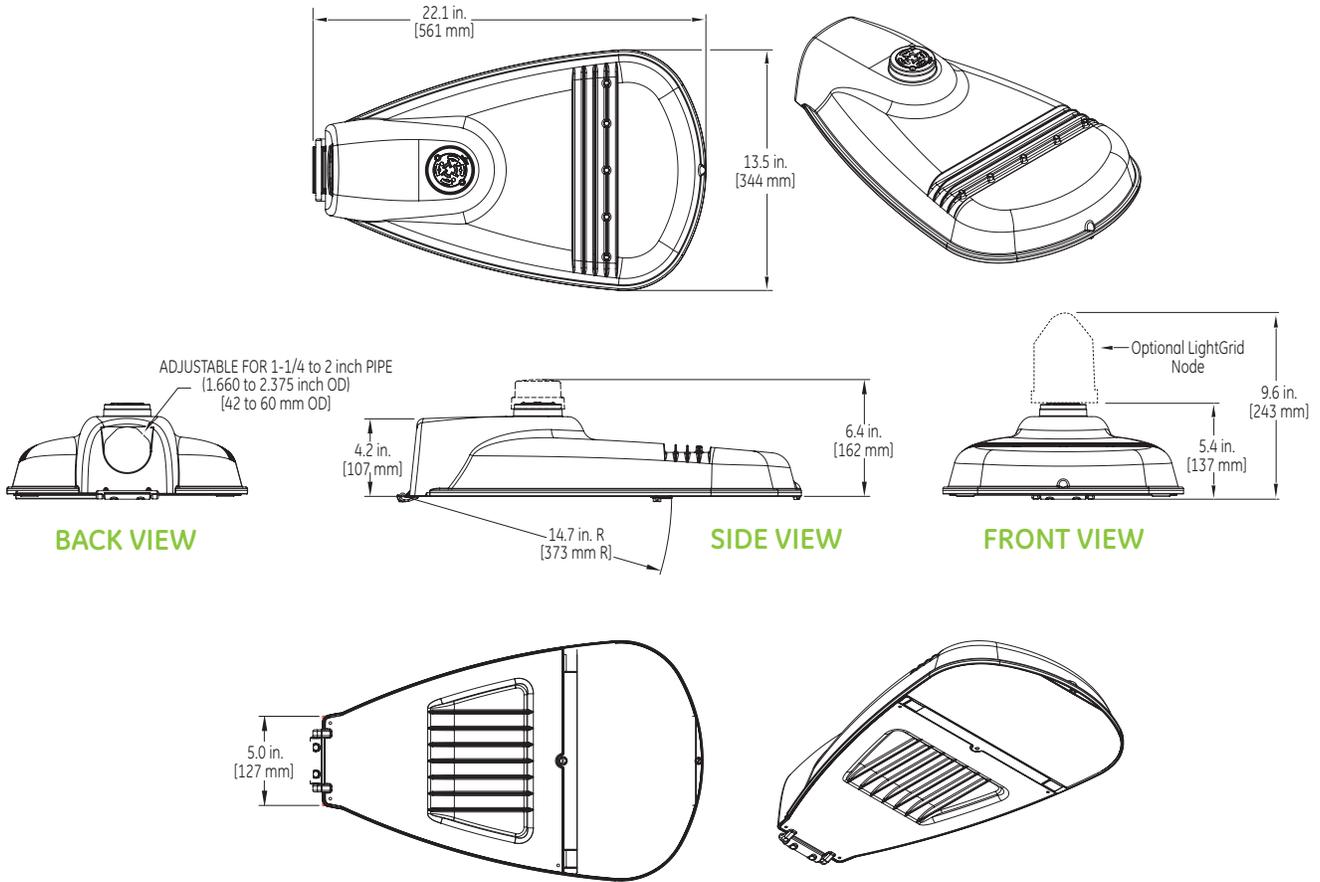
— Vertical plane through horizontal angle of maximum candlepower at 75°
— Vertical plane through horizontal angle of 68°



Street Width/Mounting Height

ATTACHMENT 1

Product Dimensions Evolve™ LED Streetlight (ERL1)

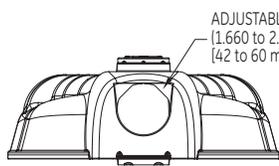
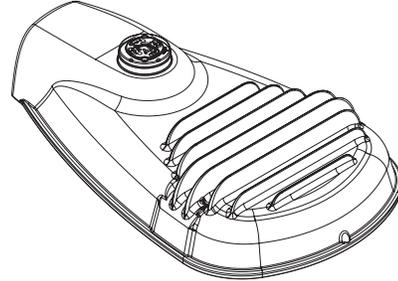
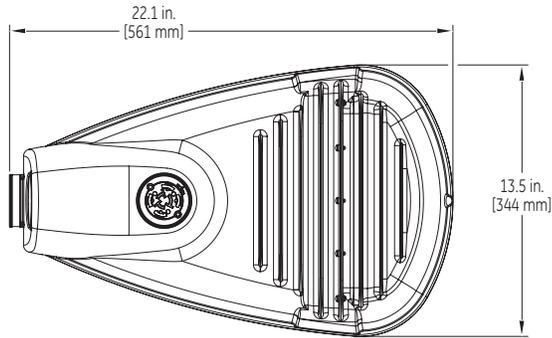


DATA

- Approximate net weight: 12.4 lbs (5.6 kgs) - Without XFMR
- Approximate net weight: 15.5 lbs (7 kgs) - With XFMR
- Effective Projected Area (EPA): 0.5 sq ft max (0.046 sq m)

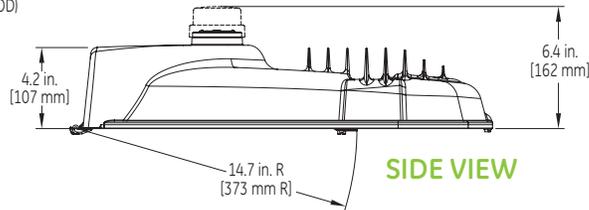
ATTACHMENT 1

Product Dimensions Evolve™ LED Streetlight (ERLH)

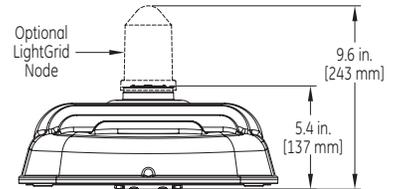


BACK VIEW

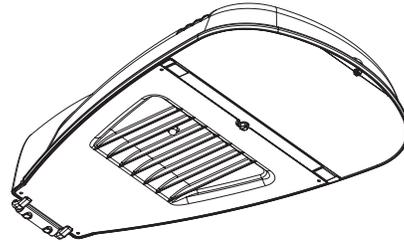
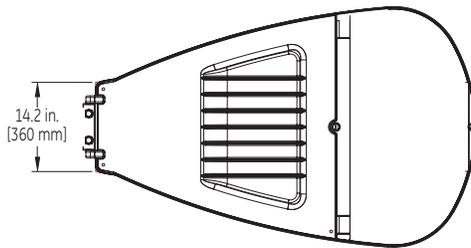
ADJUSTABLE FOR 1-1/4 to 2 inch PIPE
(1.660 to 2.375 inch OD)
(42 to 60 mm OD)



SIDE VIEW



FRONT VIEW



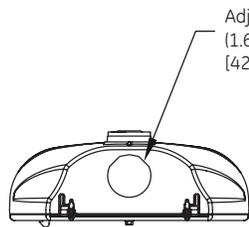
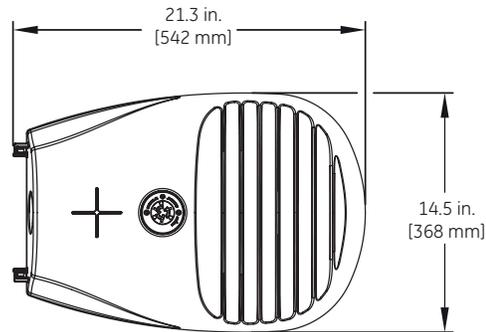
DATA

- Approximate net weight: 15.15 lbs (6.9 kgs) - 2 Bolt Slipfitter
- Approximate net weight: 15.85 lbs (7.2 kgs) - 4 Bolt Slipfitter
- Effective Projected Area (EPA): 0.5 sq ft max (0.046 sq m)

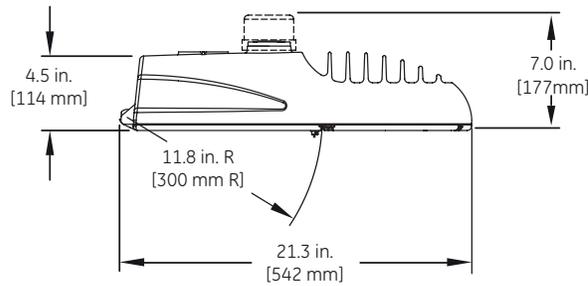
ATTACHMENT 1

Product Dimensions

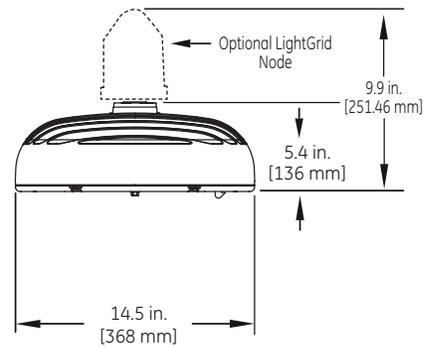
Evolve™ LED Streetlight (ERS1)



BACK VIEW



SIDE VIEW



FRONT VIEW

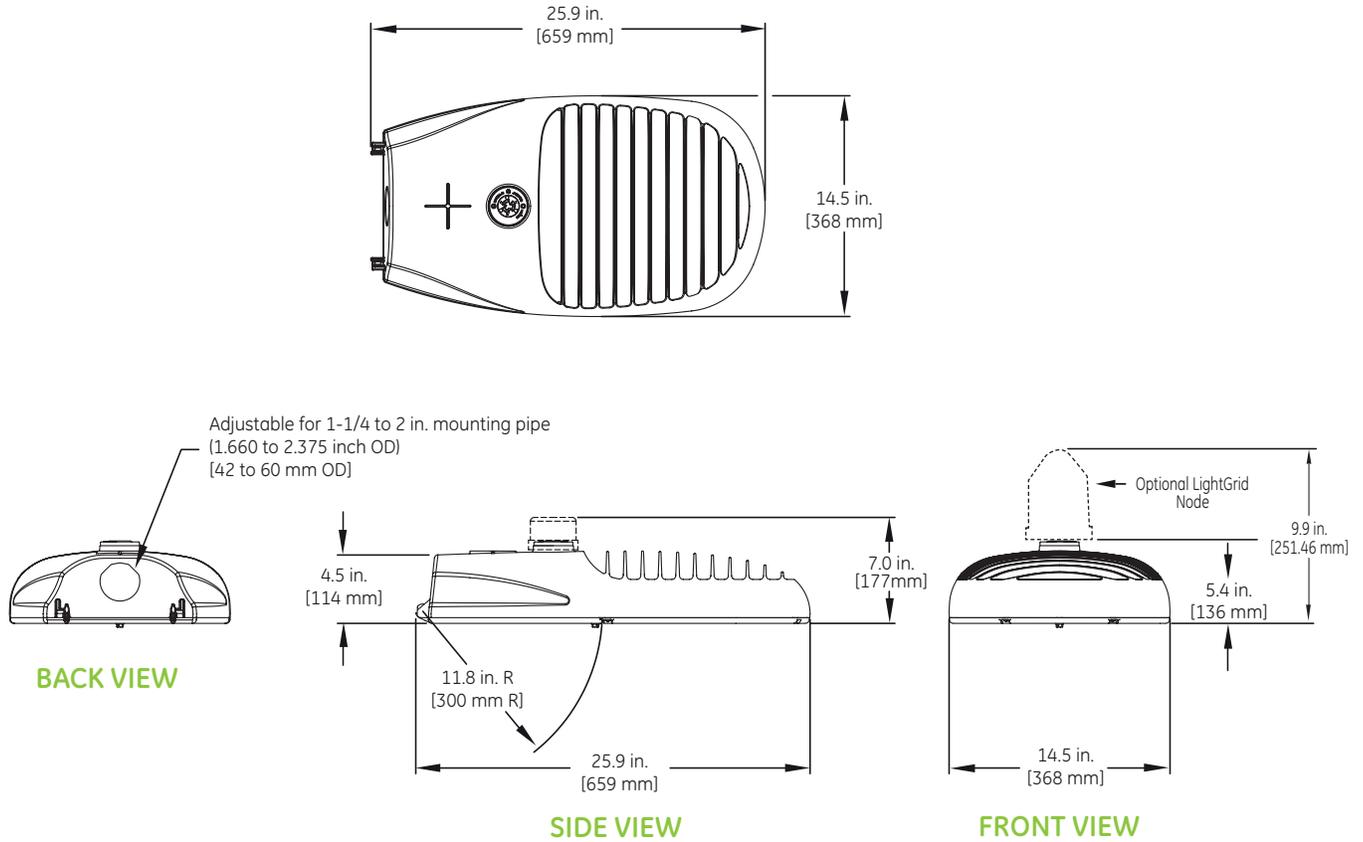
DATA

- Approximate net weight: 20 lbs (9.1 kgs) to 25 lbs (11.4 kgs)
- Effective Projected Area (EPA): 0.5 sq ft max (0.046 sq m)

ATTACHMENT 1

Product Dimensions

Evolve™ LED Streetlight (ERS2)



DATA

- Approximate net weight: 25 lbs (11.4 kgs) to 29 lbs (13.2 kgs)
- Effective Projected Area (EPA): 0.7 sq ft max (0.065 sq m)



www.gelighting.com

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OLP3105 (Rev 04/22/16)



Project Date

Catalog # Prepared by

Luminaire Type

Comments

LEDioc® - Hardwired LED Lamp Retrofit Engineered Solution

Applications include: Street/Area, Historic Districts, City Parks & Recreation, Campuses, Glass Lens Post Tops, Plastic Lens Post Tops, Teardrop Pendants

Specification Features

Construction

The LED retrofit kit includes a separate LED light source, LED driver and transient immunity device (TID). All three components are individually replaceable. The LED retrofit kit is capable of field adjusting the light center length of the LED light source to match the photometric light center length of the original luminaire.

Mounting

LED lampholder is hardwire mounted on a clamp assembly and can be field adjustable. Medium and Mogul base designs are available.

Optics

Designed for use in the existing HID post top and pendant mount luminaire optics. House-Friendly™ versions available with reduced house side lumens.

Electrical

Constant Current Driver is 120-277V input, with 0-10V dimming capability, and the operating temperature is -30° to +60° C. The 25W lamp (28 system watts) along with the 37W lamp (41.5 system watts) driver has a 300mA output and the 57W lamp (63 system watts) driver has a 350mA output. Electrical components are mounted separately to allow for easy serviceability. Transient immunity device (TID) or surge protector supplied per system requirements.

Reliability

The LEDioc lamp features cast aluminum passive thermal management, which allows air circulation around each LED module to ensure optimal lighting performance and long life.

Warranty

See the EYE Lighting full Warranty and Terms and Conditions of Sale at www.eyelighting.com.

Order Guide

CATALOG NUMBER	DESCRIPTION
LEH - 25WH323 - 830 - HWD - XXXX - UNV - 1*	25W House-Friendly, 3-Sides, 2-Sides Populated, 3000K, 85 CRI, Hardwired, 120-277V, standard TID
LEH - 25WH323 - 840 - HWD - XXXX - UNV - 1*	25W House-Friendly, 3-Sides, 2-Sides Populated, 4000K, 83 CRI, Hardwired, 120-277V, standard TID
LEH - 25WH323 - 750 - HWD - XXXX - UNV - 1*	25W House-Friendly, 3-Sides, 2-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID
LES - 37W333 - 830 - HWD - XXXX - UNV - 1*	37W, 3-Sides, 3-Sides Populated, 3000K, 85 CRI, Hardwired, 120-277V, standard TID
LES - 37W333 - 840 - HWD - XXXX - UNV - 1*	37W, 3-Sides, 3-Sides Populated, 4000K, 83 CRI, Hardwired, 120-277V, standard TID
LES - 37W333 - 750 - HWD - XXXX - UNV - 1*	37W, 3-Sides, 3-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID
LEH - 37WH433 - 830 - HWD - XXXX - UNV - 1*	37W, House-Friendly, 4-Sides, 3-Sides Populated, 3000K, 85 CRI, Hardwired, 120-277V, standard TID
LEH - 37WH433 - 840 - HWD - XXXX - UNV - 1*	37W, House-Friendly, 4-Sides, 3-Sides Populated, 4000K, 83 CRI, Hardwired, 120-277V, standard TID
LEH - 37WH433 - 750 - HWD - XXXX - UNV - 1*	37W, House-Friendly, 4-Sides, 3-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID
LES - 57W443 - 830 - HWD - XXXX - UNV - 1*	57W, 4-Sides, 4-Sides Populated, 3000K, 84 CRI, Hardwired, 120-277V, standard TID
LES - 57W443 - 840 - HWD - XXXX - UNV - 1*	57W, 4-Sides, 4-Sides Populated, 4000K, 85 CRI, Hardwired, 120-277V, standard TID
LES - 57W443 - 750 - HWD - XXXX - UNV - 1*	57W, 4-Sides, 4-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID



Check the latest update at www.DesignLights.org for listed product catalog numbers. Hardwired versions are listed. Contact company for solution availability.

* PLEASE NOTE

- Luminaire description "XXXX" to be completed by factory.

- Surge protector "-1*" indicates a standard 3-wire unit rated 10KA with indicator light. Options are "-2*" (a 2-wire unit rated 10KA with indicator light) or "-3*" (a 3-wire unit rated 10KA with indicator light).

LEDioc® - Hardwired LED Lamp Retrofit Engineered Solution

The complete LEDioc component kit includes: the exclusive patent pending EYE LEDioc lamp, driver, TID and mounting bracket for the specific luminaire. Installation is easy, thermal/mechanical compatibility is assured and lamp LCL is maintained, preserving the optics and photometric performance of the existing luminaire. Each solution includes luminaire-specific installation instructions for the installer. Other solutions available, contact the factory or visit eyelighting.com for other solutions.

GE Town and Country
Model# T10C Series



King Luminaire
Model # K118 series

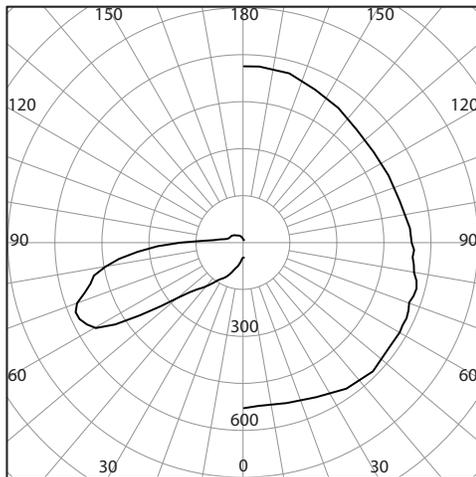


Hadco
Model # R52 series

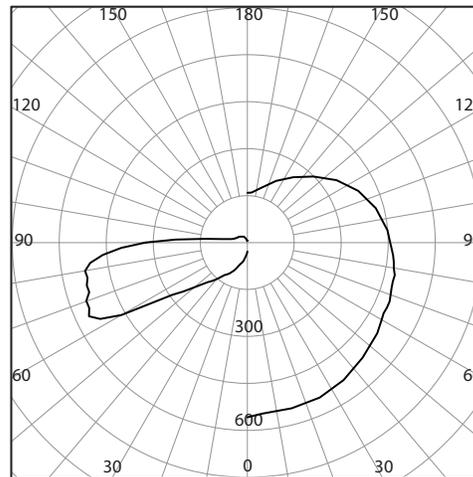


Hardwire Photometrics

37W STANDARD



25W HOUSE-FRIENDLY™



* Photometric distribution is based on Lexalite Lindy 424 per DLC specifications in a Type V distribution.

NOTES:

- 1) Applications are subject to project performance evaluation and may be subject to thermal validation prior to installation.
- 2) Actual design will vary based on specific luminaire mounting requirements.
- 3) Lexalite Lindy 424, GE Town and Country, King Luminaire, and Hadco are trademarks owned by their respective company.

EYE Lighting International of North America, Inc.

a division of Iwasaki Electric of Japan

9150 Hendricks Road
Mentor, Ohio 44060

Tel: (888) 665-2677
Fax: (440) 350-7001

ATTACHMENT D - Twenty Year Cash Flow Scenario

Street Light Acquisition and Retrofit Project Cashflow

City of Rialto Finance Program of 20 Years

Year	1	2	3	4	5	6	7	8	9	10	11-20*	Totals	
A	Pre-Acquisition SCE Cost	\$ 523,248	\$ 537,760	\$ 552,683	\$ 568,030	\$ 583,812	\$ 600,043	\$ 616,735	\$ 633,901	\$ 651,556	\$ 669,713	\$ 7,817,269	\$ 13,754,750
B	Post-Acquisition SCE Cost (LED)	\$ 148,451	\$ 162,548	\$ 156,761	\$ 161,093	\$ 165,548	\$ 170,128	\$ 174,839	\$ 179,682	\$ 184,663	\$ 189,786	\$ 2,213,730	\$ 3,897,230
C	Street Light Maintenance Cost (LED)	\$ 15,224	\$ 15,528	\$ 15,839	\$ 16,156	\$ 16,479	\$ 16,809	\$ 17,145	\$ 17,489	\$ 17,837	\$ 18,194	\$ 380,650	\$ 547,348
D	Knockdown Maintenance Cost (20 poles/year)	\$ 130,000	\$ 132,600	\$ 135,232	\$ 137,897	\$ 140,716	\$ 143,531	\$ 146,401	\$ 149,329	\$ 152,316	\$ 155,362	\$ 1,735,194	\$ 3,158,658
E	Knockdown Insurance Recovery (13 poles/year)	\$ (95,000)	\$ (86,700)	\$ (86,434)	\$ (90,203)	\$ (92,007)	\$ (93,847)	\$ (95,724)	\$ (97,638)	\$ (99,591)	\$ (101,583)	\$ (1,134,550)	\$ (2,065,276)
F	Project Finance Payment (City Finance @ 1%)	\$ 200,199	\$ 200,199	\$ 200,199	\$ 200,199	\$ 200,199	\$ 200,199	\$ 200,199	\$ 200,199	\$ 200,199	\$ 200,199	\$ 2,001,994	\$ 4,003,988
G	Post Acquisition Total Annual Cost	\$ 408,874	\$ 414,176	\$ 413,617	\$ 425,203	\$ 430,935	\$ 436,820	\$ 442,880	\$ 448,060	\$ 455,425	\$ 461,958	\$ 5,197,018	\$ 9,541,948
H	Total Cash Flow (Pre-Acquisition less Post-Acquisition)	\$ 114,374	\$ 123,584	\$ 133,065	\$ 142,827	\$ 152,877	\$ 163,223	\$ 173,875	\$ 184,841	\$ 196,131	\$ 207,755	\$ 2,620,251	\$ 4,212,802
I	Cumulative Cash Flow	\$ 114,374	\$ 237,957	\$ 371,023	\$ 513,849	\$ 666,726	\$ 829,949	\$ 1,003,824	\$ 1,188,665	\$ 1,384,796	\$ 1,592,551	\$ 4,622,525	\$ 4,212,802

Footnotes

Line	Detail
A	Annual cost of operation and maintenance of SCE owned HPS street lights
B	Annual cost of energy and distribution charges from SCE with LED street lights
C	Annual cost of City street light maintenance program with LED street lights
D	Maintenance costs in years 1-20 include fixture costs as warranty concludes in year 10.
E	Estimated annual cost for pole knockdowns. Based on local averages.
F	Estimated annual cost recovery from insurance claims. Based on local averages.
G	Annual finance payment considering City finance of 1%
H	Annual cost of operation and maintenance of City owned LED street lights
I	Annual cost savings from street light acquisition and LED retrofit program
I	Cumulative cost savings from street light acquisition and LED retrofit program

Potential SCE Rebate

Annual Energy Savings (MWh)	1,160,411
Rebate Rate per kWh	\$ 0.08
Total Rebate*	\$ 92,833

*SCE Rebates are not factored in to cash flow

Finance Detail

Finance Amount	\$ 3,612,709
Interest Rate (assumed)	1.00%
Finance Term (years)	20
Payments per year	1
Annual Finance Payment	\$ 200,199
Total Finance Cost	\$ 4,003,988
Energy Charge Cost Escalation	2%
Distribution Charge Cost Escalation	3%
Inflation Rate	2%

Project Costs

SCE IS-1 Asset Purchase	\$ 2,112,709
Asset Out Over	\$ 150,000
LED Conversion	\$ 1,350,000
Total	\$ 3,612,709

This document is confidential and includes budgetary pricing and is non-binding.

ATTACHMENT 2

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of _____, 2016 ("Effective Date"), by and between SOUTHERN CALIFORNIA EDISON, a California corporation ("SCE"), and the City of Rialto, a California general law city and Municipal Corporation ("Buyer"). SCE and Buyer are referred to herein individually as a "Party," and together as "Parties".

RECITALS

- A. SCE currently owns _____ (_____) LS-1 electric streetlight facilities located in the City of Rialto, of which, _____ (_____) are to be purchased by Buyer.
- B. Buyer has expressed a desire to purchase the Facilities (defined below) from SCE, and SCE is willing to sell the Facilities to Buyer, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective covenants and agreements contained in this Agreement, SCE and Buyer each agree as follows:

1. **DEFINITIONS.** The following terms shall have the meanings ascribed to them below for purposes of this Agreement.

"**Agreement**" has the meaning given in the first paragraph.

"**Applicable Requirements**" means all laws, statutes, ordinances, rules, regulations, requirements or orders of any Governmental Authority now in force or that may later be in force, and the terms and conditions of any permit, certificate, license or other requirement.

"**Bill of Sale**" means a document setting forth the Purchase Price and Severance Costs as well as any Taxes for which Buyer is responsible with respect to the Facilities specified to be transferred to Buyer in each Phase (including Reconfigured Facilities in the final Phase), which document shall be substantially in the form of **Exhibit B** attached hereto.

"**Business Day**" means a day other than Saturday, Sunday or a day on which (i) banks are legally closed for business in the State of California; or (ii) SCE is closed for business.

"**Buyer**" has the meaning given in the preamble paragraph.

"**CEQA**" has the meaning given in Section 5.2.

ATTACHMENT 2

“**Claims**” has the meaning given in Section 7.1.

“**Commencement**” has the meaning given in Section 6.2.

“**Commencement Date**” has the meaning in Section 6.1.

“**CPUC**” means the California Public Utilities Commission, or its regulatory successor, as applicable.

“**CPUC Approval**” means a final, unconditional and unappealable decision of the CPUC under Section 851 of the Public Utilities Code (including exhaustion of all administrative and judicial remedies or the running of time periods and statutes of limitation for rehearing and judicial review without rehearing or judicial review being sought) approving this Agreement and the transactions contemplated hereby on terms and conditions acceptable to SCE and Buyer, in their good faith discretion, including approval of SCE’s proposed accounting and rate making treatment of the sale in accordance with CPUC’s decisions.

“**CPUC Approval Date**” means the date on which the CPUC Approval occurs.

“**Effective Date**” has the meaning given in the preamble paragraph.

“**Environmental Requirements**” means any applicable federal, state and local statutes, regulations or ordinances now in force or that may later be in force relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or ground water, including federal, state and local laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into air, surface water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Environmental Requirements include without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.); and the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.)

“**Excluded Taxes**” means (a) taxes (other than any sales, use, gross receipts, or any taxes in the nature of sales, use or gross receipts taxes) imposed on SCE that are capital gains taxes, minimum or alternative minimum taxes, accumulated earnings taxes, franchise taxes or taxes on or measured by gross or net income, capital or net worth of SCE; and (b) personal property taxes to the extent the payment is addressed in Section 3.3(b), and is not required to be reimbursed to SCE by Buyer.

“**Facilities**” has the meaning given in Section 2.2 and further described in Exhibit A.

“Governmental Authority” means any federal, state, local or other governmental, regulatory or administrative agency, commission, department, board, subdivision, court, tribunal, or other governmental arbitrator, arbitral body or other authority, but excluding Buyer.

“Hazardous Substances” means any hazardous or toxic material or waste, which is or becomes regulated by Environmental Requirement. Without limiting the generality of the foregoing, Hazardous Substances includes any material or substance: (a) now or hereafter defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substance” or words of similar import under any applicable Environmental Requirements; or (b) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof, or which cause or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or (c) the presence of which poses or threatens to pose a hazard to the health or safety of persons or the environment; or (d) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (e) which contains lead-based paint or other lead contamination, polychlorinated biphenyls (“**PCBs**”), or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or (f) which contains radon gas; or (g) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and (h) other potentially hazardous substances, materials, products or conditions.

“Inventory, Planning and Inspection Activities” means the activities referenced in Section 6.2(a) and set forth in Exhibit D to be performed by Buyer and SCE during the Inventory, Planning and Inspection Period.

“Inventory, Planning and Inspection Period” has the meaning set forth in Section 6.2(a). ”

“Land” means the real property on which the Facilities are located, together with any other real property that is encumbered by Land Rights.

“Land Rights” means the easements, leases, permits, franchise agreements or other agreements that grant SCE the right to locate the Facilities on the Land and/or permit access to the Facilities by SCE.

“Local Service Planning Office” means SCE’s local service planning office located at _____.

“Phase” means the ____ () periods of ____ () months each, during which the Parties will undertake certain activities as set forth in this Agreement with regard to the Facilities identified in each such Phase in Exhibit C. The Parties may mutually agree at any time to change the Phase Commencement Date and/or the Phase Closing Date for any or all Phases.

ATTACHMENT 2

“Phase Commencement Date” means the first day of each Phase as set forth in Exhibit C.

“Phase Completion” means the completion of all activities for each Phase as set forth in Sections 6.2 and 6.4 of this Agreement.

“Phase Closing Date” means the last day of each Phase as set forth in Exhibit C on which the closing of the purchase and sale of the Facilities in such Phase shall occur.

“Potential Environmental Hazards” means electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise.

“Purchase Price” has the meaning given in Section 3.1.

“Reconfigured Facilities” means any additional facilities the Parties identify during the Inventory, Planning and Inspection Period of any Phase which serve purposes in addition to street lighting, which the Parties agree that SCE will reconfigure to remove such other (non-street light) uses, and which will be purchased by Buyer from SCE in the final Phase. Buyer shall coordinate all activities relating to Reconfigured Facilities with SCE’s Local Service Planning Office.

“SCE Parties” means SCE, its affiliates, and each of their respective past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors and assigns.

“Severance Activities” means the activities referenced in Section 6.2(a) and set forth in Exhibit D to be performed by SCE and Buyer during each Phase (after the applicable Inventory, Planning and Inspection Period expires) with respect to the Facilities to be transferred from SCE to Buyer in such Phase.

“Severance Costs” has the meaning in Section 3.1.

“Tax Claim” has the meaning given in Section 3.3(e).

“Taxes” mean all federal, state, local or foreign income, ad valorem, gross receipts, license, payroll, employment, excise, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property including assessments, special assessments, special district assessments, escape assessments, benefit assessments and maintenance assessments, fees or other charges or surcharges of any nature based on the use or ownership of real property), personal property, sales, use, documentary transfer, registration, value added, alternative and add-on minimum, estimated taxes, and all other taxes of any kind whatsoever, including all

interest, penalties, fines and additions thereto, whether disputed or not, including all items for which liability arises as a transferee or successor-in-interest.

2. PURCHASE AND SALES OF FACILITIES.

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, SCE agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and acquire from SCE, all of SCE's right, title and interest in the Facilities.

2.2 Description of Facilities. The "Facilities" consist of _____ (_____) electric streetlight facilities owned by SCE and located within the Buyer's service territory. A detailed description and listing of the Facilities to be purchased and sold is provided **Exhibit A**. The Parties believe that **Exhibit A** contains a reasonably accurate inventory and map of the LS-1 streetlight facilities owned by SCE within the Buyer's service territory that are considered for sale.

3. PURCHASE PRICE AND OTHER COSTS.

3.1 Purchase Price. Subject to adjustment as provided in this Section 3.1, the total purchase price for all Facilities described in **Exhibit A** ("**Purchase Price**") is _____ Dollars (\$_____).

(a) The Parties shall mutually agree on the Purchase Price, Severance Costs and any additional costs for any Reconfigured Facilities transferred to Buyer in the final Phase in accordance with Section 6.2(b).

(b) If, within thirty (30) days after the Phase Closing Date for the final Phase, the Parties determine that the number of Facilities that have been transferred to Buyer pursuant to this Agreement does not equal [insert # of Facilities the first Recital of the Agreement says are to be transferred] then, within sixty (60) days after the Phase Closing Date for the final Phase, the Parties will amend the Bill of Sale for the final Phase to increase or decrease the Purchase Price, as appropriate, using the dollar amount of SCE's average price for each type of streetlight facility in the Buyer's municipality (concrete poles will be valued at SCE's average price for concrete poles, steel poles will be valued at SCE's average price for steel poles, wood poles will be valued at SCE's average price for wood poles, and fiberglass poles will be valued at SCE's average price for fiberglass poles).

3.2 Severance Costs. In addition to the Purchase Price, Buyer shall pay to SCE, SCE's good faith estimate of the cost of SCE's Severance Activities with respect to the Facilities, which the parties agree is equal to a total amount of \$_____ ("**Severance Costs**"). Buyer shall pay the Severance Costs in nine (9) equal installments, as invoiced by SCE in each Phase.

3.3 Taxes.

ATTACHMENT 2

(a) Except for any Excluded Taxes for which Buyer will have no liability, Buyer shall pay all Taxes, except sales taxes, arising in connection with the sale and transfer of the Facilities, this Agreement or the transactions contemplated herein, or the receipt of the Purchase Price or other amounts hereunder, which Taxes are levied or imposed on or with respect to SCE, Buyer or all or any part of the Facilities or any use thereof on or after the applicable Phase Closing Date.

Commented [FG1]: The City is a tax exempt entity and this is a tax that is payable by the seller since it is presumably based on appreciation of the value of SCE's assets upon sale. Seems inequitable to shift the liability to the City.

SCE Response: See separate tax memo that John King will provide.

(b) State and local personal property Taxes relating to the Facilities for the tax year (ending June 30) will be prorated between Buyer and SCE on the following basis: SCE is to be responsible for all such Taxes for the period up to the Phase Closing Date for such Facilities; and Buyer is responsible for all such Taxes for the period on and after the Phase Closing Date for such Facilities. All Taxes assessed on an annual basis will be prorated on the assumption that an equal amount of Taxes applies to each day of the year, regardless of how many payments are billed or made, except that Buyer will bear all supplemental or other state and local personal property Taxes which arise out of change in ownership of the Facilities. In addition, Buyer acknowledges that the Facilities are assessed by the California State Board of Equalization as of January 1 of each year, and, if the Phase Closing Date occurs between January 1 and June 30, SCE must pay personal property taxes arising out of the ownership of the Facilities for the subsequent fiscal year. If the Phase Closing Date occurs between January 1 and June 30, Buyer will deposit with SCE the full amount to pay personal property taxes for the tax year beginning on July 1, in addition to the prorated amount of personal property taxes for the current tax year (ending June 30), and SCE will pay the personal property taxes for these tax years before they become delinquent; provided however, SCE may pay such taxes in installments as permitted by law. If the personal property tax amounts owing for the tax year beginning on July 1 are not available as of the Phase Closing Date, then the amount due from Buyer to SCE for such tax year will be estimated on the basis of the prior year's personal property taxes and such amount will be subject to adjustment after the Phase Closing Date. If the Phase Closing Date occurs between July 1 and December 31, Buyer will deposit with SCE the prorated amount of personal property taxes for the tax year in which the Phase Closing Date occurs and SCE will pay the personal property taxes for such tax year before they become delinquent; provided however, SCE may pay such taxes in installments as permitted by law.

(c) SCE will be entitled to any refunds or credits of Taxes relating to the Facilities that are allocable to the period prior to the Phase Closing Date. Buyer will promptly notify and forward to SCE the amounts of any such refunds or credits to SCE within five (5) Business Days after receipt thereof. Buyer will be entitled to any refund or credit of Taxes relating to the Facilities that are allocable to the period on and after the Phase Closing Date. SCE agrees to reasonably cooperate with Buyer's efforts to obtain such refund or credit.

(d) After each Phase Closing Date, Buyer will notify SCE in writing, within five (5) Business Days after Buyer's receipt of any correspondence, notice or other

communication from a taxing authority or any representative thereof, of any pending or threatened tax audit, or any pending or threatened judicial or administrative proceeding that involves Taxes relating to the Facilities for the period prior to the Phase Closing Date, and furnish SCE with copies of all correspondence received from any taxing authority in connection with any audit or information request with respect to any such Taxes relating to the Facilities for the period prior to the Phase Closing Date.

(e) Notwithstanding any provision of this Agreement to the contrary, with respect to any claim for refund, audit, examination, notice of deficiency or assessment or any judicial or administrative proceeding that involves Taxes relating to the Facilities for the period either entirely prior to the Phase Closing Date or both prior to and after the Phase Closing Date (collectively, "**Tax Claim**"), the Parties will reasonably cooperate with each other in contesting any Tax Claim, including making available original books, records, documents and information for inspection, copying and, if necessary, introduction as evidence to any such Tax Claim contest and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder with respect to such Tax Claim or to testify at proceedings relating to such Tax Claim. SCE will control all proceedings taken in connection with any Tax Claim that pertains entirely to the period prior to the Phase Closing Date, and SCE and Buyer will jointly control all proceedings taken in connection with any Tax Claim pertaining to the period both prior to and after the Phase Closing Date. Buyer has no right to settle or otherwise compromise any Tax Claim which pertains entirely to the period prior to the Phase Closing Date; and neither Party has the right to settle or otherwise compromise any Tax Claim which pertains to the periods both prior to and after the Phase Closing Date without the other Party's prior written consent.

(f) The obligations of the Parties pursuant to the Section 3.3 shall survive the termination of this Agreement.

4. CONDITIONS PRECEDENT

4.1 Conditions to Buyer's Obligations. Buyer's obligation under this Agreement to purchase the Facilities is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) SCE shall have performed or complied in all material respects with all covenants, agreements and conditions contained in this Agreement to be performed or complied with by SCE at or prior to the Commencement Date and each Phase Closing Date.

(b) No suit, action or other proceeding shall be pending before any court or Governmental Authority which seeks to restrain or prohibit any of the transactions

contemplated by this Agreement or to obtain material damages or other material relief in connection with this Agreement or the transactions contemplated hereby.

4.2 Conditions to SCE's Obligations SCE's obligation under this Agreement to sell the Facilities to Buyer is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Buyer shall have performed or complied in all material respects with all covenants, agreements and conditions contained in this Agreement to be performed by Buyer at or prior to the Commencement and each Phase Closing.

(b) No suit, action or other proceeding shall be pending before any court or Governmental Authority which seeks to restrain or prohibit any of the transactions contemplated by this Agreement or to obtain material damages or other material relief in connection with this Agreement or the transactions contemplated hereby.

4.3 CPUC Approval. The obligation of each Party to consummate the purchase and the sale of the Facilities is conditioned upon obtaining CPUC Approval. SCE agrees to make reasonable efforts to draft and file an application seeking CPUC approval within ninety (90) days following the Effective Date of this Agreement. Buyer agrees to cooperate with SCE's efforts to obtain CPUC Approval, including by promptly reviewing and commenting on the application for CPUC Approval. Buyer acknowledges and agrees that SCE makes no representation or warranty with respect to the likelihood of obtaining CPUC Approval, and Buyer hereby waives all Claims against SCE that may arise as a result of the need for CPUC Approval or SCE's failure to obtain CPUC Approval.

4.4 Satisfaction or Waiver of Conditions Precedent. Buyer may waive in writing any of the conditions precedent set forth in Section 4.1, and SCE may waive in writing any of the conditions precedent set forth in Section 4.2. Neither Party shall have the right to waive the condition precedent set forth in Section 4.3. Subject to the foregoing, in the event that any of the conditions precedent set forth in this Section 4.1 or Section 4.2 have not been satisfied or waived on or before the Commencement Date or any Phase Closing Date (as the same may be extended), then the Party whose obligations are subject to such condition precedent shall have the right to rescind this Agreement ab initio upon written notice to the other Party, and SCE and Buyer shall thereupon return to the other Party all performances received from the other Party (except for the Severance Costs actually paid), and each Party shall be released from all other obligations under this Agreement, except those which expressly survive termination.

5. CONDITION OF FACILITIES AND LAND RIGHTS

5.1 Compliance with Applicable Requirements and Governmental Approvals. Except for CPUC Approval, Buyer is solely responsible for complying, at Buyer's sole expense, with all Applicable Requirements and obtaining all authorizations,

consents, licenses, permits and approvals of Governmental Authorities and third persons in connection with the consummation of the transactions contemplated by this Agreement and with Buyer's operation of the Facilities, whether as result of the PCB content or otherwise. Without limiting the foregoing, Buyer is responsible for any costs of complying with the California Environmental Quality Act ("CEQA"), if and to the extent applicable to the sale and transfer of the Facilities, and satisfying, at Buyer's sole expense, any and all mitigation measures under CEQA that may apply to Buyer's acquisition or operation of the Facilities. Buyer shall promptly notify SCE of any and all mitigation measures that may affect SCE. If SCE determines in good faith that any such mitigation measures may adversely affect SCE, SCE shall have the right without liability to Buyer to terminate this Agreement upon written notice to Buyer. In the event of such termination, SCE and Buyer shall each be released from all obligations under this Agreement, except those that expressly survive termination. Buyer's obligations under this Section 5.2 shall survive the termination of this Agreement.

5.2 Disclosure Regarding Hazardous Substances. SCE hereby discloses to Buyer that Potential Environmental Hazards and Hazardous Substances, including PCBs, may be present at, in, on, under, about, contained in, or incorporated in the Facilities. Buyer represents that it is purchasing the Facilities for Buyer's own use, and not for resale (provided that Buyer contemplates that Buyer may transfer title to the Facilities in connection with financing and/or refinancing of the Facilities). If Buyer sells the Facilities, or any part thereof, it shall disclose, in writing, to all potential Buyers, prior to the sale, that Potential Environmental Hazards and Hazardous Substances, including PCBs, may be present at, in, on, under, about, contained in, or incorporated in the Facilities, or portions thereof. Further, in the event the Facilities (or any portion thereof) are sold, conveyed or transferred in any manner to a person other than SCE, Buyer shall incorporate in the agreement effectuating such transfer, language substantially in the same form as this paragraph. Buyer's obligations under this Section 5.3 shall survive the termination of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, SCE approval shall not be required for any conveyance of the Facilities, whether or not such conveyance is made in connection with a financing or refinancing of the Facilities or any part thereof.

5.3 Disclaimers Regarding the Facilities and the Land. BUYER ACKNOWLEDGES THAT IT IS RELYING UPON ITS OWN INDEPENDENT INVESTIGATION IN DECIDING TO PURCHASE THE FACILITIES. BUYER EXPRESSLY DISCLAIMS RELIANCE ON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES, EITHER EXPRESS OR IMPLIED, BY SCE, ITS OFFICERS, DIRECTORS, COUNSEL, REPRESENTATIVES OR AGENTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE FACILITIES, THE PROSPECTS (FINANCIAL AND OTHERWISE) OF THE FACILITIES, THE QUALITY OF WORKMANSHIP OF THE

FACILITIES, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. SCE FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING POTENTIAL ENVIRONMENTAL HAZARDS, THE PRESENCE OF HAZARDOUS SUBSTANCES, COMPLIANCE OF THE FACILITIES OR THE LAND WHERE THE FACILITIES ARE LOCATED WITH ENVIRONMENTAL REQUIREMENTS, OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL REQUIREMENTS. NO SCHEDULE OR EXHIBIT TO THIS AGREEMENT, NOR ANY OTHER MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATIONS MADE BY SCE, WILL CAUSE OR CREATE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCE EXPRESSLY DISCLAIMS: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR MATERIALS.

- 5.4 **“AS IS” SALE.** THE FACILITIES ARE BEING TRANSFERRED “AS IS, WHERE IS, AND WITH ALL FAULTS” IN THEIR EXISTING CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND BY SCE, EXPRESS, IMPLIED OR STATUTORY, AND WITHOUT RECOURSE AGAINST SCE.
- 5.5 **Specific Disclaimer Regarding Land Rights.** BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SCE IS NOT ASSIGNING OR OTHERWISE TRANSFERRING ITS RIGHT, TITLE AND INTEREST IN AND TO ANY LAND RIGHTS (OR ANY CLAIM, RIGHT OR BENEFIT ARISING UNDER OR RESULTING FROM SUCH LAND RIGHTS) IN CONNECTION WITH ITS SALE OF THE FACILITIES TO BUYER, AND BUYER ASSUMES ANY AND ALL RISKS AND LIABILITIES IN CONNECTION WITH THE ABSENCE OF ADEQUATE OR APPROPRIATE LAND RIGHTS.
- 5.6 **Maintenance of Facilities Pending Commencement.** From the Effective Date until the Phase Closing Date, SCE will, at its expense, operate and maintain the Facilities in accordance with SCE’s rate “Schedule LS-1 LIGHTING - STREET AND HIGHWAY - UNMETERED SERVICE COMPANY-OWNED SYSTEM,” and consistent with SCE’s custom and past practices.
- 5.7 **New Facilities.** Until the Commencement Date, SCE may continue to install new streetlights in the City of Rialto in accordance with SCE’s standard practices and tariffs and CPUC rules and regulations.
6. **COMMENCEMENT AND POST-COMMENCEMENT ACTIVITIES.**
- 6.1 **Commencement Date.** The “**Commencement Date**” shall be the date that is sixty (60) days after the CPUC Approval Date. The application seeking CPUC Approval will request such approval within six months of the date the application is filed.

ATTACHMENT 2

SCE makes no representations as to when or in what manner the CPUC will act on the application.

6.2 The Phases. The first Phase shall commence on the Commencement Date (“**Commencement**”), and each successive Phase shall follow consecutively thereafter or on such earlier date as mutually agreed by the Parties as to the Facilities identified for each Phase in **Exhibit C**. The Parties shall take the following actions during each Phase for the Facilities to be transferred to Buyer in such Phase:

- (a) For a period not to exceed four (4) months following the commencement of each Phase (each, an “**Inventory, Planning and Inspection Period**”), the Parties will perform their respective Inventory, Planning and Inspection Activities set forth in **Exhibit D**, including identifying any Reconfigured Facilities. For each Phase, SCE’s Local Service Planning office shall provide written notice to Buyer before the expiration of the Inventory, Planning and Inspection Period identifying any potential Reconfigured Facilities and stating the work necessary to reconfigure such facilities for sale to Buyer and the estimated time and cost to complete the work (“Reconfigured Facilities Notice”).
- (b) For a period of ten (10) Business Days following Buyer’s receipt of the Reconfigured Facilities Notice, Buyer shall have the right to accept or reject the Reconfigured Facilities described in the Reconfigured Facilities Notice, which acceptance or rejection shall be evidenced by a written notice delivered to SCE’s Local Service Planning Office.
- (c) At any time prior to the applicable Phase Closing, each Party shall perform and complete its respective Severance Activities for all Facilities in the applicable Phase, excepting only the Reconfigured Facilities identified in the Reconfigured Facilities Notice for that Phase, which Reconfigured Facilities shall be added to the final Phase. Prior to or during the final Phase, each Party shall perform and complete its respective Severance Activities for any Reconfigured Facilities.
- (d) Not later than thirty (30) days prior to each Phase Closing Date, SCE shall deliver to Buyer an original Bill of Sale duly executed by SCE. The Parties agree that delivery of the Bill of Sale shall be effective upon the earlier of (i) delivery to Buyer by hand of an original Bill of Sale or (ii) Buyer’s receipt of a facsimile or other electronic transmission of the Bill of Sale. If delivery is made by facsimile or other electronic transmission, SCE shall concurrently send the original Bill of Sale to Buyer by registered or certified mail or overnight courier.
- (e) At any time prior to any Phase Closing, Buyer may elect at its sole and absolute discretion to remove any of the Facilities (except for Reconfigured Facilities) from any Phase and deduct on a pro rata basis the value of such Facilities from the Purchase Price.

- (f) By each Phase Closing Date, Buyer shall pay to SCE in U.S. dollars the Purchase Price, Severance Costs, and the Taxes (but not Excluded Taxes) for the Facilities to be transferred to Buyer in such Phase.
- (g) After completion of the final Phase, SCE's Local Service Planning Office will invoice Buyer separately for any Reconfigured Facilities.

6.3 Assumption of Liabilities. On each Phase Closing Date, Buyer will assume all obligations and liabilities of any kind or nature whatsoever related to, arising from, or associated with ownership or possession of the Facilities transferred to Buyer in such Phase.

6.4 Post-Phase Activities.

- (a) Within ninety (90) days after each Phase Closing Date, but effective as of each such Phase Closing Date, SCE will change the charge for electricity furnished to the Facilities transferred to Buyer in such Phase from the Streetlight Rate Schedule LS-1 to the Streetlight Rate Schedule "LS-2 LIGHTING - STREET AND HIGHWAY CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE" Multiple Service – Rate B and provide written notice to Buyer of such change ("Notice of Rate Change").
- (b) Within ninety (90) days after each Phase Closing Date, SCE shall provide an updated map and inventory of the Facilities transferred pursuant to such Phase to Buyer.

6.5 Prohibition on Connecting Non-Conforming Load. Buyer acknowledges and agrees that Buyer's purchase of the Facilities does not entitle Buyer to connect non-conforming load to the Facilities or supporting circuits beyond SCE's initial point of connection. If Buyer wishes to connect such non-conforming load, Buyer agrees to comply with SCE's applicable filed tariffs.

7. RELEASE.

7.1 Release. Buyer, for itself, and for any future owners of all or a part of the Facilities, and each of their respective predecessors, successors, assigns, licensees, officers, directors, employees, agents, partners, shareholders, transferees, parent and subsidiary corporations, legal representatives, heirs, beneficiaries, executors and administrators hereby fully and forever releases, discharges and covenants not to sue the SCE Parties of, from or for any and all losses (including diminution in the value of the Land) and all other costs, claims, demands, actions, suits, orders, causes of action, obligations, controversies, debts, expenses, accounts, damages (including consequential or direct damages), judgments and liabilities of whatever kind or nature (including fines and civil penalties), and by whomsoever asserted, in law, equity or otherwise, whether known or unknown, (each a "Claim" and, collectively, "Claims") arising from or in any way connected with the Facilities, including without limitation any Claims relating to SCE's maintenance of the

Facilities prior to each Phase Closing Date, Claims relating to Potential Environmental Hazards, and Claims relating to the presence of PCBs or any other Hazardous Substances in the Facilities, and/or in, on or about the Land.

7.2 Waiver of Civil Code § 1542. With respect to the matters being released in Paragraph 7, and as to those matters only, Buyer does knowingly, after having first obtained the advice of its attorneys, waive all of the provisions of California Civil Code § 1542 (“Section 1542”). Section 1542 reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Buyer acknowledges and agrees that: (a) the releases set forth in Paragraph 7 are intended to extend to and extinguish all claims, causes of action, etc. that are encompassed within the terms of the releases, including those that are not presently known to or suspected by Buyer and (b) it may hereafter discover facts in addition to or different from those which it now believes concerning the subject matter of this Agreement, and that notwithstanding any such new or different facts, the releases contained herein will remain effective. Buyer further acknowledges and agrees that the foregoing waiver of Section 1542 is an essential and material term of this Agreement, without which said consideration would not have been given. Buyer has been advised by its legal counsel regarding this release and waiver and understands and acknowledges the significance and consequences of this release and waiver of Section 1542.

8. INDEMNITY. Buyer shall, at its sole cost and expense, indemnify, protect, defend and hold the SCE Parties harmless, to the fullest extent permitted by law, from and against any and all Claims (including the payments of damages, both actual and consequential, the payment of penalties and fines, the payment of the actual fees and expenses of experts, attorneys and others, and the payment of the cost of environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work and other “response costs” under CERCLA or any other Environmental Requirements) arising from or in any way connected with: (a) any activities or failures to act in connection with this Agreement by Buyer, its employees, agents, or contractors; or (b) the ownership, possession, use or operation of the Facilities transferred to Buyer from and after the Phase Closing Date applicable to such Facilities; or (c) Potential Environmental Hazards relating to the Facilities or the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of PCBs or any other Hazardous Substances in connection with the Facilities, to the extent such Hazardous Substances were present or affecting the Facilities and/or in, on, or about the Land as of the applicable Phase Closing Date; or (d) the failure of the Facilities to comply with any Applicable Requirements; or (e) Buyer’s breach of any of its obligations under this Agreement. If any action or proceeding is brought against any one or more SCE Parties for any Claim against which Buyer is obligated to indemnify or provide a defense hereunder, Buyer, upon written notice from SCE, shall defend the SCE Parties. Buyer’s obligation to defend

ATTACHMENT 2

includes the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. The indemnity, defense and other obligations of Buyer in this Section 8 shall survive the termination of this Agreement.

9. **MISCELLANEOUS.**

- 9.1 Time of Essence.** Time is of the essence of this Agreement and each and every provision hereof.
- 9.2 Force Majeure.** Except for the payment of money when due, performance by either Party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to force majeure events beyond the control of such Party, including, without limitation, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, government imposed moratorium legislation, actions of failures to act by any regulatory authority with jurisdiction over SCE (including the CPUC), freight embargoes, lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, that are not attributable to the fault of the Party claiming an extension of time. An extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the Party claiming the existence of the delay first provides the other party with written notice of the occurrence of the delay, within ten (10) days of the commencement of such occurrence of a force majeure event and, thereafter, takes prompt and reasonable action within its control to remedy such force majeure event.
- 9.3 Further Assurances.** Each Party hereto agrees to execute and deliver to the other Party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the Parties as contained in this Agreement.
- 9.4 Binding Effect; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign this Agreement or any of its rights or obligations under this Agreement.
- 9.5 Severability.** If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and the provisions of this Agreement are intended to be and shall be severable.
- 9.6 Survival.** The covenants, agreements, obligations, indemnities and releases contained in Sections 3.3, 5, 6.3, 6.4, 6.5, 7 and 8 of this Agreement shall survive the termination of this Agreement.

ATTACHMENT 2

9.7 **Governing Laws.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without reference to its conflicts of laws provisions.

9.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.9 **Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or Airborne Express, addressed to the Parties as follows:

If to SCE:

If to Buyer:

City of Rialto
150 S. Palm Avenue
Rialto, CA 92376
Attn: City Administrator

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any Party may change its address for notice by giving notice to the other Party in accordance with this Section 9.7.

9.10 **Attorneys' Fees.** In the event that either Party shall bring an action to enforce its rights under this Agreement, the prevailing Party in any such proceeding shall be entitled to recover its reasonable attorneys' fees, investigation expenses and all other out of pocket expenses, including in connection with any appeal thereof. Any such attorneys' fees, costs and expenses incurred by either Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be recoverable from the other provision of this Agreement and to survive and not be merged into any such judgment. For purposes hereof, the reasonable fees of each Party's in-house attorneys are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of Los Angeles with approximately the same number of attorneys as are employed by the Party's law department. The covenants of SCE and Buyer contained in this Section 9.8 shall survive the termination of this Agreement

9.11 **Limitation on Liability.** Buyer expressly agrees that the obligations and liabilities of SCE under this Agreement and any document referenced herein shall not

ATTACHMENT 2

constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals or representatives of SCE. SCE expressly agrees that the obligations and liabilities of Buyer under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals or representatives of Buyer. The limitations contained in this Section 9.9 shall survive the termination of this Agreement.

9.12 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement.

Exhibit A	Description of the Facilities
Exhibit B	Form of Bill of Sale
Exhibit C	Phases
Exhibit D	Inventory, Planning and Inspection Activities
Exhibit E	Communications Equipment
Exhibit F	Pole Attachment License Agreement

9.13 Dispute Resolution. In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, the Parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the Parties not settle such claims or disputes within thirty (30) days of the date of mailing of such notice or within such additional time period to which the Parties agree in writing (the "Negotiation Period"), the Parties may mutually agree to submit any such claim or dispute to mediation. In such case, the Parties will select an independent mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in San Bernardino County, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the Parties or the American Arbitration Association. Except as provided herein or by written agreement of the Parties, the mediation shall be conducted in San Bernardino County pursuant to the rules of the American Arbitration Association. If the Parties are unable to settle the dispute through discussions or in mediation, each Party shall have the right to pursue all of its remedies at law or in equity. The covenants of Buyer and SCE contained in this Section 9.13 shall survive the termination of this Agreement.

9.14 Communications Equipment. Buyer acknowledges that the Facilities have certain SCE-owned and operated radio equipment attached to them as identified in Exhibit E ("Communications Equipment"). Concurrently with each Phase Closing Date, Buyer shall grant to SCE a cost-free license to leave in place, operate, maintain, replace and remove any Communications Equipment attached to Facilities included in such Phase pursuant to the Pole Attachment License

Agreement attached hereto as **Exhibit F**. Buyer also agrees to enter into future Pole Attachment License Agreements to grant SCE a cost-free license to operate, maintain, replace and remove new and additional Communications Equipment on the Facilities as reasonably requested by SCE.

9.15 Interpretation. The language in all parts of this Agreement shall be construed according to its normal and usual meaning and not strictly for or against either SCE or Buyer. The headings of the paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any terms or provisions hereof. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

9.16 Authority. Each Party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by such Party and each person signing this Agreement on its behalf is duly and validly authorized to do so.

9.17 Prior Agreements. This Agreement and the exhibits hereto contain the entire agreement and understating of the Parties relating to the subject matter hereto and shall supersede any prior written or oral agreements or communications between the Parties pertaining to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed as of the date and year first written above.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SCE:

SOUTHERN CALIFORNIA EDISON,
a California corporation

By: _____

Its: _____

BUYER:

CITY OF RIALTO,
a California general law city and municipal
corporation

By: _____
Deborah Robertson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, Esq., City Attorney

Exhibit A-1

Exhibit A
Description of Facilities

DRAFT

Exhibit A-2

ATTACHMENT 2

Exhibit B **Form of Bill of Sale**

BILL OF SALE

Pursuant to that certain Purchase And Sale Agreement, dated _____, 2016 ("Agreement"), by and between Southern California Edison, a California corporation ("SCE"), and the City of Rialto, a California general law city and municipal corporation ("Buyer"), effective as of _____, 20____ **[Insert Phase Closing Date]**, SCE hereby sells, assigns, transfers and delivers to Buyer all of SCE's right, title and interest in and to the property described in Attachment A ("Facilities"), attached hereto and hereby incorporated herein by this reference. All capitalized terms not defined in this Bill of Sale shall have the meanings given them in the Agreement.

THE FACILITIES ARE BEING TRANSFERRED "AS IS, WHERE IS, AND WITH ALL FAULTS" IN THEIR EXISTING CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND BY SCE, EXPRESS, IMPLIED OR STATUTORY, AND WITHOUT RECOURSE AGAINST SCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE FACILITIES, THE PROSPECTS (FINANCIAL AND OTHERWISE) OF THE FACILITIES, THE QUALITY OF WORKMANSHIP OF THE FACILITIES, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. SCE FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING POTENTIAL ENVIRONMENTAL HAZARDS, THE PRESENCE OF HAZARDOUS SUBSTANCES, COMPLIANCE OF THE FACILITIES OR THE LAND WHERE THE FACILITIES ARE LOCATED WITH ENVIRONMENTAL REQUIREMENTS, OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL REQUIREMENTS. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SCE IS NOT ASSIGNING OR OTHERWISE TRANSFERRING ITS RIGHT, TITLE AND INTEREST IN AND TO ANY LAND RIGHTS (OR ANY CLAIM, RIGHT OR BENEFIT ARISING UNDER OR RESULTING FROM SUCH LAND RIGHTS) IN CONNECTION WITH ITS SALE OF THE FACILITIES TO BUYER, AND BUYER ASSUMES ANY AND ALL RISKS AND LIABILITIES IN CONNECTION WITH THE ABSENCE OF ADEQUATE OR APPROPRIATE LAND RIGHTS.

This Bill of Sale is executed pursuant to the authorization contained in the order of the California Public Utilities Commission in its Decision No. _____, dated _____, and is subject to all the terms and conditions of the Agreement, including the provisions set forth above.

Exhibit B-1

The parties represent that they are duly authorized to execute this Bill of Sale.

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation

By: _____
(Name of Business Unit VP)
(Title of VP)

Accepted and Agreed:

BUYER:

(CUSTOMER NAME),
a California corporation

By: _____

Name: _____

Title: _____

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Exhibit B-2

Exhibit C
Phases

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Exhibit D
Planning, Inspection and Severance Activities

Section Reference	Activity	SCE Responsibility	City Responsibility
2.2	Provide Buyer with draft phase maps	X	
6.2(a)	Field validation to identify applicable LS-1 Streetlights	X	
6.2(a)	Identify/Confirm Points of Demarcation (POD)	X	
6.2(a)	Confirm every pole in the City has been accounted for	X	
6.2(a)	Confirm actual phase maps and transition timelines	X	X
6.2(a)	Communicate with the Buyer any additional relocation/reconfiguration costs (assets and operational)	X	
6.2(b)	Buyer accepts or refuses any additional relocation/reconfiguration costs (assets and operational)- please see above		X
6.2 (c)	Update the inventory (if applicable)	X	
3.1(c)	Update the Purchase Price for the Final Phase (as applicable if pole count varies by 5% or more)	X	
6.2(a)	Provide revised maps and inventory list to Buyer (if applicable)	X	
6.2(b)	Buyer signs off on updated inventory list (if applicable)		X
6.2(d)	Bill of Sale to Buyer for current Phase	X	
6.2(a)	SCE Pole tag removal	X	
6.2(a)	Buyer installs its pole tags		X
6.2(e)	Buyer payment		X
6.4(a)	Convert from LS-1 to LS-2B rate at completion of each Phase	X	
6.4(b)	Provide updated LS-2 B maps and inventory list to Buyer	X	
6.4(c)	Buyer confirms rate change has gone into effect		X
6.4(d)	Phase is complete	X	X

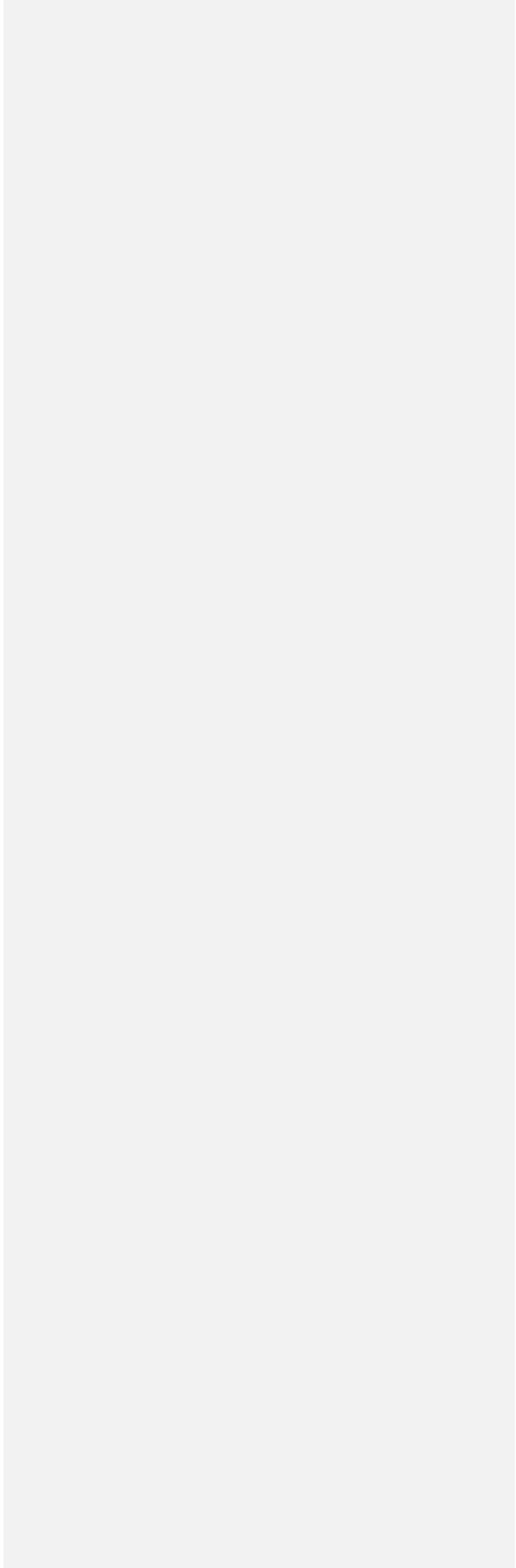
Exhibit E
Communications Equipment

DRAFT

Exhibit E

Exhibit F
Pole License Attachment Agreement

DRAFT



ATTACHMENT 3

**NO-FEE
LIGHT POLE LICENSE AGREEMENT
FOR WIRELESS ATTACHMENT
BETWEEN
THE CITY OF RIALTO
AND
SOUTHERN CALIFORNIA EDISON**

This No-Fee Light Pole License Agreement (“Agreement”) is made as of _____, 2016 (“Effective Date”), by and between the City Of Rialto, a Municipal Corporation (“Licensor”), and Southern California Edison Company, a California corporation (“Licensee”), individually “Party” and collectively “Parties.”

Licensor herein provides Licensee a no-fee license to attach certain wireless communication equipment to light poles that are owned by Licensor and used by Licensor to provide street lighting services to customers.

The terms and conditions of this Agreement are as follows:

1. DEFINITIONS

Terms with the initial letter or letters capitalized, whether in the singular or plural, shall have the following meanings:

a. Applicable Requirement: Any law, code, regulation, ordinance, statute or requirement of a governmental or quasi-governmental authority, regulatory agency or any other similar authority with jurisdiction or control over access to or use of the Light Pole, an Attachment, Work on a Light Pole or operation of an Attachment.

b. Attachment: A wireless communicating device and all of its associated ancillary equipment which are owned by Licensee and serve the purpose(s) presently served by those fixtures identified in Exhibit A hereto.

c. Custom Light Pole: A specialized light pole, owned and installed by Licensor and paid for by Licensee, for the purposes of accommodating Licensee’s Attachment and for Licensor to provide street lighting services.

d. Equipment: All ancillary equipment owned and utilized by Licensee in connection with an Attachment, and installed on third party property.

e. Light Pole: A Licensor Light Pole or a Custom Light Pole.

f. Licensor Light Pole: A standard light pole owned by Licensor used to provide street lighting services.

ATTACHMENT 3

g. Work: Any work performed by Licensee relating to an Attachment, including the installation, repair, removal or replacement of the Attachment or Equipment.

2. TERM

The initial term of this Agreement shall be ten (10) years, with automatic renewal terms of ten (10) years each, provided, however, that either Party may terminate this Agreement by written notice to the other Party given not more than one year and not less than ninety (90) days prior to the expiration of the initial term or any succeeding term ("Termination Notice"). Upon the issuance of a Termination Notice by either Party, only Licensee's rights to install Future Attachments as described in this Agreement shall terminate, but Licensee's rights under this Agreement with regard to then-installed Attachments and Upgraded Attachments shall not terminate.

3. ATTACHMENTS

The installed Attachments are listed in Exhibit A hereto. During the term hereof, Licensee shall have the right (i) to upgrade Attachments to new technology that serves the same purpose as the Attachments listed on Exhibit A ("Upgraded Attachments"), and (ii) to install new Attachments that are not listed in Exhibit A ("Future Attachments"), so long as such Upgraded Attachments and Future Attachments serve the same purpose as the Attachments listed on Exhibit A and do not interfere in any manner with any then-existing Licensor equipment. All installations of Upgraded Attachments and Future Attachments shall be performed in a good and workmanlike manner.

4. LICENSEE'S ATTACHMENT RIGHTS

Licensee shall have a no-fee license to use the Attachment for wireless communications, and to maintain, remove, repair or replace the Attachment, as described herein (collectively, the "Attachment Rights"). All costs and expenses incurred by Licensee as a result of Licensee's exercise of its Attachment rights hereunder shall be the sole responsibility of Licensee.

5. CONDITIONS AND RESTRICTIONS ON LICENSE RIGHTS

In addition to the other terms and conditions of this Agreement, Licensee's exercise of its Attachment Rights shall be subject to the following conditions and restrictions:

- a. Licensee shall operate its Attachment for wireless communication equipment.
- b. Licensee shall be solely responsible for separately obtaining any electric utility or other services required for operation of its Attachment, if secondary power from the streetlight is inaccessible.
- c. Licensor shall not be required to modify the Light Pole to accommodate use by the Licensee.

ATTACHMENT 3

d. Licensor shall not install any Equipment for the Licensee, Licensee shall be solely responsible for the installation of any Equipment.

e. Licensee's rights regarding Upgraded Attachments and/or Future Attachments shall not interfere with Licensor's street-lighting operations. If an Attachment made under this Agreement interferes with Licensor's ability to use a Light Pole for street-lighting purposes, then Licensor will inform the Licensee and Licensee shall remedy the interference in a reasonably prompt period of time after receiving notice of the interference from Licensor.

f. Licensor shall not install any devices, and Licensor shall not allow third parties to install any devices that interfere with Licensee's Attachment. If Licensor interferes with Licensee's wireless communication, then Licensor shall immediately remedy the interference.

g. Prior to commencing any work or activity affecting any Light Pole, Licensee shall provide Licensor with not less than three (3) City business days (Monday through Thursday) prior notice, except when due to an emergency or the need to make immediate repairs to the Attachment or any Equipment. Licensee shall address any vehicle or pedestrian traffic safety measures imposed by Licensor prior to commencing such work or activity.

6. ATTACHMENT

a. Licensee shall be allowed to install Future Attachments at additional locations under this Agreement upon reasonable prior notice to Licensor; provided, however, Licensor may disapprove proposed Future Attachments in the event Licensor reasonably determines the proposed Future Attachments may interfere with any municipal operations, Licensor equipment or third party devices authorized by Licensor. Licensee shall provide Licensor the structure number and address or location description where the Attachment will be installed.

b. Licensee shall use commercially reasonable efforts to perform any Work in a manner which will not cause any interruption of Licensor's street-lighting services or other equipment.

c. All Work shall be performed at Licensee's sole risk and cost and shall be performed in a good and workmanlike manner and Licensee shall indemnify, defend and hold harmless Licensor, its elected officials, staff, directors, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising out of or pertaining to any Work, or any act or failure to act by any of Licensee's employees, agents, or contractors in relation to the Upgraded Attachments and Future Attachments.

ATTACHMENT 3

d. The performance of any Work shall comply with the requirements for such Work as contained in applicable industry standards, specific work requirements imposed by Licensor or a third party, or in any Applicable Requirements associated with the Work, or as required in this Agreement. Failure by Licensee to comply with such requirements or other provisions of this Agreement as to any Attachment shall authorize Licensor to require Licensee to remove the Attachment at issue.

e. Upon written notification from Licensor or a government authority that the Attachment or any Equipment is out of compliance with any Applicable Requirement or is unsafe or hazardous, Licensee shall promptly take whatever actions are necessary to come into full compliance with such Applicable Requirements or to remedy the unsafe or hazardous condition, as the case may be. Notwithstanding any other provision of this Agreement, if at any time, in Licensor's sole judgment, an unsafe or dangerous condition exists, Licensor shall immediately notify Licensee and Licensee shall have twenty-four (24) hours from such notice to remedy the unsafe or dangerous condition. If Licensee does not remedy the unsafe or dangerous condition within such twenty-four (24) hour period, then Licensor may correct such condition and notify Licensee of such correction within three (3) business days. If at any time, in Licensor's sole judgment, an imminent threat to human life or safety exists, Licensor may correct such condition and notify Licensee of such correction within three (3) business days.

f. Licensee shall not drill, burn or punch any holes in a Light Pole, without first obtaining written consent from Licensor, which consent shall not be unreasonably withheld. Licensee shall reimburse Licensor for any damage to any Licensor Light Pole in connection with the use, repair, restoration or replacement of a Light Pole by Licensee.

g. Licensee shall follow Licensor's established procedures to request Licensor to replace a Licensor Light Pole with a Custom Light Pole in accordance with Licensor's standards, and Licensee shall be solely responsible for all costs of such request and any resulting replacement.

7. REMOVAL OF AN ATTACHMENT FROM A LIGHT POLE

a. Licensee may at any time remove an Attachment from any Light Pole .

b. Nothing in this Agreement shall be construed to limit Licensor's rights, at any time, to remove a Light Pole from service or to require Licensee to remove its Attachment from a Light Pole that is being removed from service. In the event Licensor requires Licensee to remove its Attachment from a Light Pole that is being removed from service, then Licensor will notify Licensee ninety (90) days prior to the removal and use reasonable efforts to supply Licensee with an alternative Light Pole for such Attachment. Licensee shall complete removal of its Attachment within ninety (90) days of Licensor's request to do so.

c. Whenever Licensee removes an Attachment, Licensee shall restore the Light Pole to its original condition, reasonable wear and tear excepted, except where Licensor

ATTACHMENT 3

notifies Licensee that restoration is unnecessary because the Light Pole is being removed from service or Licensor agrees otherwise.

d. When a Light Pole that contains an existing Attachment is relocated or replaced by Licensor, and there is a suitable other location for a new Light Pole or an existing Light Pole which could be used by Licensee for its Attachment, then Licensor and the Licensee may agree that Licensee may so use the other location or Light Pole and amend Exhibit A to reflect the transfer of Licensee's Attachment Rights. Except in emergency situations, Licensor will notify Licensee ninety (90) days prior to relocation or replacement of Light Pole.

8. RISK OF LOSS; RESTORATION OR REPAIR OF LIGHT POLE

In the event a Light Pole is damaged or destroyed, restoration of Licensor's use of a Light Pole shall take priority over Licensee's restoration of its use; provided, however, that Licensor shall not unreasonably delay Licensee's opportunity to restore the use of its Attachment. Licensor shall permit Licensee to make repairs to restore use of the Attachment, as long as such restoration efforts do not interfere with Licensor's restoration activities. In addition, Licensee shall fully cooperate with Licensor if Licensor performs any repairs or other work on the Light Pole, which work may require a temporary shutdown of Licensee's Attachment. The Licensor shall notify the Licensee at least 48 hours prior to planned repairs that will require a shutdown of the Licensee's Attachment.

9. REGULATORY MATTERS

To the extent that this Agreement is subject to the jurisdiction of any regulatory authority, Licensor and Licensee acknowledge that this Agreement may be subject to such changes, modifications or termination as that regulatory authority may direct from time to time in the exercise of its jurisdiction.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

a. Licensee shall indemnify, defend and hold harmless Licensor, its elected officials, staff, directors, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising from any negligent act or omission by Licensee, or by any of Licensee's employees, agents, or contractors in performing this Agreement.

b. ~~Licensor shall indemnify, defend and hold harmless Licensee, its affiliates and each of their directors, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising from any negligent act or omission by Licensor, or by any of Licensor's employees, agents, or contractors in performing this Agreement~~Intentionally Omitted.

ATTACHMENT 3

c. The ~~indemnified Party~~Licensor shall promptly notify the ~~indemnifying Party~~Licensee of the existence of any matters to which indemnifying Party's indemnity obligations apply. Upon demand by indemnified Party, the indemnifying Party shall defend at its own expense with mutually acceptable counsel any such matter; provided that indemnified Party shall at all times also have the right to fully participate in the defense and consent to any settlement or compromise.

d. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF THE OTHER PARTY'S CUSTOMERS OR GOOD WILL, OR LOST REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON -PERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.

11. TITLE AND RISK OF LOSS

a. Licensor shall have and retain sole and exclusive ownership of all Light Poles, and Licensor's ownership shall not be affected by Licensee's Attachment to the Light Pole.

b. Except as otherwise provided for herein, Licensee shall retain its ownership of the Attachment and any Equipment at all times.

12. INSURANCE

At all times during the term of this Agreement, Licensee shall maintain and shall require its subcontractors that perform any Work pursuant to this Agreement to maintain insurance coverage as described below:

a. Worker's Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000). Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees.

b. Comprehensive Bodily Injury and Property Damage Liability Insurance, including owner's and contractor's protective liability, product/completed operations liability, contractual liability and automobile liability, with a combined single limit of not less than two million dollars (\$2,000,000) for each occurrence. Such insurance shall (i) name Licensor, its officers, agents, and employees as additional insureds, but only for Licensee's acts or omissions; (ii) be primary for all purposes; and (iii) contain standard cross-liability provisions.

Written proof of compliance with the requirements of this Section, consisting of Certificates of Insurance and a copy of the Additional Insured Endorsement to Licensee's insurance policy(s), in a form acceptable to Licensor, shall be provided to and approved by Licensor prior to any Attachment or the installation of any Equipment upon an Light Pole

and prior to the expiration of each policy year thereafter. The Certificates of Insurance shall provide that this insurance shall not be terminated, canceled or reduced except on thirty days' prior written notice to Licensor. Failure to provide and maintain such insurance shall constitute a default under this Agreement.

13. REMEDIES IN THE EVENT OF DEFAULT

If either Party fails to comply with a material term or condition of this Agreement, the non-breaching party shall provide written notice to the defaulting party of such non-compliance. The breaching party shall then have thirty (30) days (except in the case of health and safety issues, which shall require cure within forty-eight (48) hours) from receipt of such notice to reasonably cure such non-compliance. If such a cure is not completed within the thirty (30) day period (or 48 hour period as provided above), or if a cure is not possible within such period and the breaching party has not taken steps to effect such cure, then the non-breaching party may pursue its legal remedies relating to such non-compliance.

14. DISPUTE RESOLUTION

a. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 14. To be eligible for resolution under this Section 14, all disputes concerning payments must be invoked within sixty (60) business days of the payment due date.

b. Licensor and Licensee shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between an authorized representative of each of the Parties. Any dispute which cannot be resolved between the authorized representative shall be referred to an officer or designee of Licensee and Licensor. Licensor or Licensee shall give the other Party written notice of any dispute following expiration of the applicable cure period pursuant to Section 13. Within twenty (20) days after delivery of such notice, the designated parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, the Parties will consider and decide whether the dispute should be submitted to an arbitration service mutually selected by the parties, or its successor, for mediation.

c. All negotiations and any mediation conducted pursuant to this Section 18 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, which section is incorporated in this Agreement by reference.

d. Notwithstanding the foregoing provisions, either Licensor or Licensee may seek immediate equitable relief, a preliminary injunction or other provisional judicial remedy.

e. Licensor and Licensee shall continue to perform their obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

f. If Licensor and Licensee, after good faith efforts to resolve a dispute under the terms of this Agreement (as provided in Subpart b above), cannot agree to a resolution of the dispute, either party may pursue whatever legal remedies may be available to such party, at law or in equity, before a court of competent jurisdiction and with venue in San Bernardino County, California.

15. TAXES AND LIENS

Licensee shall pay when due any and all taxes or assessment resulting from any Attachment on any Light Pole including, but not limited to, special assessments and governmental fees of any kind whatsoever which may be levied or assessed upon any personal property which Licensee has caused to be placed or maintained upon Licensor's facilities, or against Licensee's business and shall keep Licensor's property and facilities, including any Light Poles, free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use, occupancy, or maintenance of Licensor's facilities or property by Licensee or by any person claiming under Licensee. It is further agreed that in the event Licensee fails to pay the above-mentioned taxes, assessments, or liens when due, Licensor shall have the right to pay the same and invoice Licensee for the amount thereof and Licensee shall pay the same upon demand together with interest at the maximum rate allowed by law from the date of such expenditure by Licensor.

16. NOTICES

Notices hereunder must be in writing and transmitted by United States mail or by personal delivery to Licensor. Such notices shall be deemed given: (a) upon receipt in the case of personal delivery or confirmed facsimile transmittal; (b) two (2) days after it is sent by certified mail, with a return receipt requested, (c) three (3) days after deposit in the mail, or the next day in the event of overnight delivery.

If to Licensor: City of Rialto
150 S. Palm Ave.
Rialto, CA 92376
Attn: City Administrator

If to Licensee:

17. DISCLAIMER

LICENSOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER CONCERNING THE SUITABILITY OR CONDITION OF ANY LIGHT POLE. FURTHERMORE, IT IS SPECIFICALLY UNDERSTOOD AND HEREBY ACKNOWLEDGED BY LICENSEE THAT ANY LIGHT POLE MADE AVAILABLE HEREUNDER, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, WILL BE PROVIDED BY LICENSOR ONLY ON AN "AS-IS" BASIS AND WITHOUT ANY WARRANTY BY LICENSOR ABOUT THE CONDITION OF THE LIGHT POLE OR ITS SUITABILITY FOR LICENSEE'S PURPOSES. FURTHER, LICENSEE'S RIGHTS HEREUNDER SHALL BE SUBORDINATE TO LICENSOR'S USE OF THE LIGHT POLE FOR LICENSOR'S PURPOSES.

18. GENERAL PROVISIONS

a. California Law. This Agreement, and performance pursuant to it, shall be governed, interpreted, construed, and regulated by the laws of the State of California, without reference to its conflicts of laws provisions.

b. Assignment. Neither Party may assign, transfer, sublease, or sublet any right, obligation, or privilege given to it hereunder without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto.

c. Interpretation. The language of each part of this Agreement shall be construed simply and according to its fair meaning, and shall never be construed either for or against either Party, regardless of which Party may have drafted the provision.

d. Nature of Rights. Nothing in this Agreement shall preclude Licensor from granting any third-party permission to use available capacity on a Light Pole in ways that do not interfere with the rights granted to Licensee under this Agreement.

e. Invalidity of Provisions. To the extent that any terms or provisions of this Agreement shall be finally determined by a court of competent jurisdiction to be invalid, (i) such invalidity shall not affect, release or modify any other terms or provisions, and (ii) in lieu of each such provision which is invalid, illegal or unenforceable, there shall be substituted or added as part of this Agreement a legal, valid and enforceable provision which shall be selected to be as similar as possible, in achieving the economic and business objectives of the Parties, to such illegal, invalid or unenforceable provision.

f. Waiver. The failure of either Party to enforce any provision of this Agreement or the waiver thereof in any instance, including but not limited to the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect.

ATTACHMENT 3

g. Incorporation Clause. This Agreement, including attached Exhibits, incorporate all the covenants and understandings between Licensor and Licensee regarding the subject matter of this Agreement. No other verbal agreements or understandings exist between the Parties nor shall any be binding upon either Licensor or Licensee unless reduced to writing and signed by the Parties. Any addition, variation or modification to this or any other Agreement shall be ineffective unless made in writing and signed by the Parties.

h. Radio Frequency Emission (“RFE”) Compliance. Licensee shall be responsible, at its sole cost and expense, for ensuring compliance with all regulations relating to RFE. Licensor will cooperate with Licensee, where possible, to allow Licensee to place required signage on a Light Pole where this is necessary to comply with RFE regulations. In addition, Licensee shall use its best efforts to minimize the RFE impact on health of workers and on future uses of the Light Pole.

i. Exhibits. Exhibits referenced herein are incorporated by said reference. Licensee shall provide any updates of Exhibit A to Licensor within thirty (30) days of Licensor’s written request, delivered pursuant to Section 16 of this Agreement, but not more often than once each calendar quarter. Specifically included as exhibits to this Agreement hereto are:

Exhibit A: List of Installed Attachments

j. Confidentiality. Notwithstanding any language to the contrary in any applicable non-disclosure or confidentiality agreement between the Parties, Licensor may, without the prior consent of the Licensee, provide confidential or proprietary information related to this Agreement to a governmental or regulatory entity that requests such information.

SIGNATURES

By signing below, the signatories hereto represent and warrant that they have been duly authorized to sign this Agreement on behalf of the Party for whom they sign.

**CITY OF _____,
a Municipal corporation**

**SOUTHERN CALIFORNIA EDISON
COMPANY, a California corporation**

By: _____
Print
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

|

DRAFT

EXHIBIT A

List of Attachments

SmartConnect Installed Devices

NetComm Installed Devices

DRAFT

CITY OF RIALTO
ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT

For the Meeting of July 20, 2016

TO:	Honorable Economic Development Committee Members
VIA:	 Robb R. Steel, Assistant CA/Director of Development Services
FROM:	Greg Lantz, Economic Development Manager 
SUBJECT:	City's Planning and Development Goals for Proposed Development Agreement with Fernando Acosta for the Development of Approximately 8 Acres of Property Located at the Northeast Corner of Ayala Drive and Renaissance Parkway.
DATE:	July 13, 2016

BACKGROUND:

On October 13, 2015, the City Council approved an Exclusive Right to Negotiate Agreement (ERN) with Fernando Acosta (Developer) for the acquisition and development of approximately 8 acres of property located at the northeast corner of Ayala Drive and Renaissance Parkway (**Exhibit A**). The term of the ERN was for a period of six months, ending on April 1, 2016. On March 22, 2016, the City Council approved Amendment No. 1 to the ERN, which extended the term of the ERN for a period of six months until October 1, 2016, to finalize negotiations and enter into a Development Agreement for the Site.

The 8 acre development site consists of approximately 3.3 acres of land owned by the City of Rialto and the Rialto Successor Agency. The RSA currently oversees the disposition of the former Redevelopment Agency parcel, which was a surplus parcel acquired from Caltrans in 2008 as part of a settlement agreement. The City of Rialto also controls an inactive well site on a small portion of Site adjacent eastbound freeway on-ramp to the 210 Freeway. The remainder of the Site is owned by the San Bernardino County Flood Control District and is immediately adjacent to the City and RSA properties. The County parcel is encumbered by an easement for roadway purposes that affects the value of the County parcel. The Site and its component parcels are illustrated in **Exhibit B**.

The City has begun the formal process to acquire the County property. The City has filed an application for the County to declare the County Parcel as surplus so the City may negotiate the acquisition of the parcel at fair market value.

ANALYSIS/DISCUSSION:

Under the terms of the ERN, the Developer was to complete the following:

1. Prepare site plans, land use entitlement applications, and complete preliminary engineering assessments to determine the economic feasibility of development.
2. Submit proposed site plan(s) for preliminary development review to establish expected conditions of approval.
3. Market the Site to potential users approved by the City and submit letters of interest to City for review and approval
4. Participate in negotiations for acquisition of County and RSA properties.

The Developer has been aggressively marketing the Site to a variety of potential retail users and tenants and has received Letters of Interest (LOI) from several prospective retail tenants, including Norms, Sonic Burgers, Five-Guys Burgers and Chic-fil-a, as well as interest from a wide variety of other tenants. A summary of the interested tenants and users is attached as **Exhibit C**. Based upon the tenant interest, the Developer has prepared two site plans for review and consideration. These two site plans are attached hereto as **Exhibit D** and **Exhibit E**. The Developer has requested that the City review the proposed site plans and list of tenants and provide him direction as to whether the City would approve or disapprove the various tenants or uses for the Site.

City Planning Goals:

Exhibit A to the ERN contained a generic summary of the City's basic goals and objective in developing the Site as denoted below:

The City encourages redevelopment of the Site into a high quality commercial development that will maximize tax revenues to the City, create a significant number of job opportunities, and provide goods and services currently lacking in the community. The Project shall be of highest quality of design and must or exceed all current City development and design standards.

The proposed development should consist of complementary freeway oriented commercial uses consistent with the Freeway Incubator land use designation in the Renaissance Specific Plan including but not limited to the following:

1. Full and limited service restaurants that may include coffee shops, buffets, dinner houses, and similar establishments. The City and Developer shall collectively determine the appropriate restaurant uses.
2. Other fast casual, or drive thru restaurants that are underrepresented in Rialto.
3. Retail uses allowed by the Renaissance Specific Plan and complementary to the proposed shopping center.

4. Hotels of approximately 100 rooms operated by a national chain such as Hampton Suites, Holiday Inn Express, Hyatt Place, or equivalent.

Site development may be phased and include commercial pads that are structured for sale or for lease.

Staff Review of Site Plans/Uses:

The two proposed site plans (**Exhibit D and Exhibit E**) both contain a variety of retail and restaurant uses on the Site. Both site plans contain one (1) full service sit-down restaurant with four (4) fast food drive through restaurants and other fast casual food and general retail uses. Neither of the site plans depict a Hotel.

Based upon a cursory review, staff would recommend that the Developer revise the Site plan to include at least one hotel development that will accommodate at least 100 rooms, at least one full service restaurant that will be located on the corner parcel(s) along Ayala Drive, and reduce the number of drive-through fast food restaurants and replace them with other retail uses.

RECOMMENDATION:

Staff recommends that the Economic Development Committee give specific direction to Developer and staff regarding site plan layouts, types of uses, user and tenants the City will approve for the Site.

Attachments

- Exhibit A – Acosta ERN
- Exhibit B – Site Maps
- Exhibit C – Developer's Tenant Interest List
- Exhibit D – Site Plan 1 – 9000 SF
- Exhibit E – Site Plan 2 – Norms/Chic-fil-la

EXHIBIT A

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

between

**THE CITY OF RIALTO
a municipal corporation**

and

Fernando Acosta R. E. , Inc.

[Dated as of October 13, 2015 for reference purposes only]

EXHIBIT A

1. PARTIES AND EFFECTIVE DATE.

1.1 Parties. This Exclusive Right to Negotiate Agreement (“Agreement”) is made this 13th day of October 2015, by and between the **City of Rialto**, a municipal corporation, (“City”), and **Fernando Acosta R.E., Inc.**, a California corporation (“Developer”). For purposes of this Agreement, City’s principal address is 150 South Palm Avenue, Rialto, California, 92376. Developer’s principal address is 1130 N. Yucca Avenue, Rialto, CA 92376. City and Developer are sometimes referred to individually as “Party” and collectively as “Parties” throughout this Agreement.

1.2 Effective Date. This Agreement shall become effective on the date when it has been approved by City’s governing board and executed by the authorized representatives of City and Developer (“Effective Date”). The term of this Agreement shall commence on the Effective Date and shall continue thereafter until terminated pursuant to Section 3.5 below.

2. RECITALS.

2.1 The City is a municipal corporation exercising powers and organized and existing under the California Constitution.

2.3 The Rialto Successor Agency (“RSA”) owns approximately 3 acres of land located on the easterly of the northeast corner of Ayala Drive and Easton Avenue (“Parcel A”). The land is designated for disposition “for the benefit of taxing entities” in the RSA’s Long Range Property Management Plan approved by the State of California Department of Finance.

2.4 The County of San Bernardino owns (or will eventually own) approximately 5 acres of land located on the northeast corner of Ayala Drive and Easton Avenue (“Parcel B”). The County and Caltrans are concluding an eminent domain proceeding that is expected to vest title to Parcel B with the County of San Bernardino.

2.5 The Site consisting of Parcel A and Parcel B is illustrated in Exhibit A attached hereto and incorporated herein by reference. Whenever reference is made to “Site”, it shall be interpreted to mean some or all of the area illustrated in Exhibit A.

2.6 Developer expressed an interest in developing the Site and City desires to

EXHIBIT A

encourage comprehensive planning and development of various commercial uses on the Site that are beneficial to the City of Rialto.

2.7 Subject to the terms of this Agreement, City and Developer desire to enter into a period of exclusive negotiation concerning the acquisition of the Site (by the City and or Developer) for the subsequent resale to the Developer for development in accordance with the Renaissance Specific Plan. City and Developer agree that the object of their negotiations is the preparation of a Disposition and Development Agreement (hereinafter “DDA”) which would provide for, among other things, the development of the Site into retail, restaurants, hotel or other commercially viable uses as more particularly described in Exhibit B attached hereto.

2.8 Developer represents and warrants to City that the Developer has expertise to acquire the Site and to develop the Project as generally described in this Agreement.

3. TERMS.

3.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date, and shall continue thereafter until terminated pursuant to Section 3.5 below.

3.2 Good Faith Negotiations; Fulfillment of Disposition and Development Agreement Obligations. City and Developer agree, for the term of this Agreement, to negotiate diligently and in good faith the terms of a DDA for Developer’s acquisition and development of the Site. During the term of this Agreement, City may not negotiate with any other person or entity for acquisition and development of the Site, except as hereinafter set forth. The term “negotiate” as used in this Section 3.2 shall preclude City from accepting proposals to acquire and develop the Site from the City by any persons or entities other than Developer.

Developer acknowledges that the City obtained a conditional release from Lewis-Hillwood Rialto LLC (“LHR”) pursuant to the Second Amended and Restated Contract of Sale by and between the City of Rialto and Lewis-Hillwood Rialto LLC dated September 25, 2012. LHR granted a waiver of its exclusive rights (if any) regarding the Site until April 1, 2016.

City shall not be precluded by anything in this Agreement from furnishing to other persons or entities unrelated to Developer information related to the Specific Plan for the Site. City may also furnish any information concerning the Project or the Site, with the exception of confidential personal or financial information of the Developer pursuant to Section 3.4.3, which

EXHIBIT A

it is required by law to furnish or which it would otherwise normally furnish to persons requesting information from the City concerning its activities, goals or matters of a similar nature.

3.3 Negotiation of a DDA; Obligations during the Negotiating Period. During the term of this Agreement, the Parties shall cooperate and work in good faith towards the goal of negotiating a mutually acceptable DDA concerning the disposition and development of the Site. The exact terms and conditions of the DDA, if any, shall be determined during the course of these negotiations. Nothing herein shall be deemed to be a representation by either City or Developer that a mutually acceptable DDA will be produced. Nothing herein shall be deemed to be a guarantee or representation that any proposed DDA which may be negotiated by City staff and Developer will be approved by the City Council. Developer acknowledges that City's approval of the DDA is subject to the appropriate public hearing, notices and factual findings required by Law, including compliance with the California Environmental Quality Act ("CEQA") and other relevant legal provisions.

By its execution of this Agreement, the City is not committing itself to or agreeing to undertake (a) any acquisition and disposition of land to the Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by the City, the City, or any City or department thereof. This Agreement does not constitute a disposition of property or exercise of control over property by the City or the City and does not require a public hearing. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City and City as to any DDA and all proceedings and decisions in connection therewith.

3.4 Scope of Negotiations/Schedule of Performance. City and Developer acknowledge that the basic scope of negotiations and schedule of performance which shall control the negotiation of the DDA is described in Exhibit B attached hereto.

EXHIBIT A

3.4.1 Parties to DDA. City and Developer acknowledge and agree that the qualifications and identity of Developer are of particular concern to City, and it is because of such qualifications and identity that the City is negotiating a DDA with the Developer. For the purposes of this Agreement, the Developer shall be Fernando Acosta. No voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. The Developer may not assign or transfer all or any part of this Agreement without the prior written approval of City, which may be given or withheld in City's sole and absolute discretion.

3.4.2 Environmental Review, Analysis and Documentation. Any environmental review, analysis or documentation necessary to adequately assess the environmental effects of the proposed Project in accordance with CEQA, including the preparation of proposed mitigation measures for any such effects, shall be prepared at the direction of the City by persons or entities selected solely by the City, and City shall pay for all costs associated therewith using funds deposited by Developer.

3.4.3 Developer Financial Disclosures. The Developer acknowledges that it may be requested to make certain confidential financial disclosures to the City, its staff or legal counsel, as part of the financial due diligence investigations of the City relating to the potential disposition of the Site to the Developer. The parties recognize that such financial disclosures may contain sensitive information relating to other business transactions of the Developer, that the disclosure of such information to third parties could impose commercially unreasonable and/or anti-competitive burdens on the Developer and, correspondingly, diminish the value or fiscal benefit that may accrue to the City upon the disposition of the Site to the Developer, if terms for such disposition are mutually agreed upon. Accordingly, the City agrees to maintain the confidentiality of any business records described in Government Code Section 6254.15, as may be provided by the Developer to the City or its consultants, to the maximum extent permitted by law. The City shall not provide a copy of any business record protected from disclosure under Government Code Section 6254.15 to a third party, unless the Developer first consents to such disclosure in writing or, unless a court of competent jurisdiction compels disclosure.

EXHIBIT A

3.4.4 Project Financing and Commitment. City does not intend to provide construction or development financing for the Project. Developer shall arrange for its own construction and development financing. During negotiations, Developer shall prepare such studies, reports and analysis as shall be necessary to permit Developer to determine the feasibility of acquisition and development of the Site. As part of the DDA negotiations, and prior to the termination of this Agreement, Developer shall demonstrate to City that Developer will have appropriate and adequate financing in place prior to the Site conveyance.

Developer shall disclose to City, in writing, any and all methods of financing the Project proposed by Developer including, but not limited to, the terms and conditions of any construction or permanent financing. Developer shall also submit to City any and all financing documents when available, including but not limited to, land acquisition financing documents, applicable to the Project. Developer shall also fully disclose to City all information necessary to show tenant availability and interest, the nature of the proposed tenants, and the financial strength and resources of the tenants.

3.4.5 Entitlements. Prior to the disposition of the Site to the Developer under the terms of a DDA, the Developer shall prepare and process all necessary development applications, including but not limited to a Conditional Development Permit(s), Precise Plan(s) of Design, an Initial Study or other environmental analysis to comply with CEQA, and any boundary surveys, soils tests and other studies necessary to receive approvals, entitlements, and permits to construct the Project in accordance with City development standards and requirements at Developer's sole expense.

3.4.6 Other Documents Related to Site. Notwithstanding any provision herein to the contrary, copies of any and all studies, reports, analyses or Site appraisals obtained by any Party hereunder shall promptly be submitted by the Party at whose direction they were prepared to the other Party and may thereafter be used by such Party for any purpose as if it were the Site of such other Party, on condition that such use does not violate any agreement with the applicable consultant or contractor.

3.5 Termination. This Agreement shall terminate upon the earliest to occur of the following:

(i) On April 1, 2016, unless a DDA, acceptable in form and content to both the City staff and Developer is approved by the City's governing board and the City Council of the City of Rialto; or

EXHIBIT A

(ii) At any time, upon written notice to the other party by the party electing to terminate, upon the terminating party's good faith determination that further negotiations would be unproductive; or

(iii) At any time, upon written notice to the other party by the party electing to terminate, upon the terminating party's good faith determination that the other party has failed to negotiate in good faith in accordance with the terms of this Agreement or has otherwise materially breached any term of this Agreement; or

(iv) The City terminates this Agreement pursuant to Section 3.6(b) because the City's eligible Third Party Costs exceed Ten Thousand Dollars (\$10,000) and Developer fails to provide sufficient additional deposits to fully satisfy the Third Party Costs incurred by City.

3.6 Good Faith Deposit. Concurrently with the execution of this Agreement, Developer shall submit to City a good faith deposit in the amount of Ten Thousand Dollars (\$10,000) ("Good Faith Deposit") to insure that Developer will proceed diligently and in good faith to fulfill its obligations under this Agreement and as consideration for City to enter into this Agreement and forego negotiations with parties unrelated to Developer for the term hereof. The Good Faith Deposit shall be deposited in general City accounts and any interest earned shall not be added to the Good Faith Deposit, but may be retained and expended by City.

(a) The Good Faith Deposit shall be credited and applied by the City to various costs or expenses incurred during the negotiation of the DDA, including but not limited to legal costs incurred in drafting or reviewing the DDA and/or professional financial advisory or real estate services incurred in the review of the terms of the DDA (collectively, "Third Party Costs"). Any portion of the Good Faith Deposit not expended by City on eligible Third Party Costs shall be returned to the Developer upon execution of the DDA or within thirty (30) days after termination of this Agreement.

(b) Developer acknowledges that the Good Faith Deposit paid herewith may not be adequate to fully reimburse the City for its Third Party Costs incurred in connection with the negotiation of the DDA. In the event the Third Party Costs exceed Ten Thousand Dollars (\$10,000), the City may demand one more additional deposit from Developer

EXHIBIT A

in order to fully cover the City's eligible Third Party Costs. In the event, for any reason, the City's request for further deposits from Developer is not fully satisfied, the City reserves the right to cease negotiations with Developer and terminate this Agreement pursuant to Section 3.5(iv).

(c) The Developer's obligation to pay the Good Faith Deposit or any subsequent additional deposit shall not be contingent on the hiring by City of any specific employees or consultants. The City reserves absolute discretion regarding the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the City in connection with the Project. The City shall have the sole discretion to establish the amount of compensation paid to the employees and the amount of fees paid to the consultants or the consultants' firms that are hired by the City in connection with the Project.

(d) Notwithstanding the preceding conditions, in the event that the Developer does not breach this Agreement and has diligently performed all of his duties and obligation as required by this Agreement, but the City and Developer do not finalize their negotiations and enter into a DDA due to the City's failure to negotiate in good faith with Developer, then the Developer shall be entitled to a refund of the entire amount of its Good Faith Deposit within 30 days after the termination of this Agreement.

3.7 Limitation on Remedies for Breach and Release of Claims. City and Developer both acknowledge that they would not have entered into this Agreement if they were to be liable to the other for an unknown amount of monetary damages or other remedies. Accordingly, each Party acknowledges and agrees that its exclusive right and remedy upon the breach of this Agreement by the other Party is to terminate this Agreement, without cost, expense or liability to either Party.

Each Party acknowledges that it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor."

EXHIBIT A

Civil Code Section 1542 notwithstanding, it is City's and Developer's intention to be bound by the limitation on damages and remedies set forth in this Section 3.7, and each Party hereby releases any and all claims against the other for monetary damages or other legal or equitable relief related to such breach, whether or not such released claims were known or unknown to the Parties as of their entry into this Agreement. City and Developer each hereby waive, but only as to the claims released under this Section 3.7, the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.

3.8 Solicitation and Conflicts of Interest. Developer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer or a licensed real estate broker, to solicit or secure this Agreement. Further, Developer warrants it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Developer or a licensed real estate broker, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct or indirect interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.

3.9 Disclosures and Cooperation. City and Developer shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Without limiting the generality of the foregoing, City particularly reserves the right to obtain further information, data and commitments to ascertain the ability and capacity of Developer to acquire the Site and develop the Project. Unless precluded by law, City shall keep confidential all proprietary information provided by Developer to City.

City shall prepare such public notices and schedule such public hearings, in accordance with CRL and other relevant law, as may be necessary for the City's governing board and the City Council's consideration of any DDA which may be agreed upon between City staff and Developer. Developer expressly acknowledges and agrees that City will not be bound by any statement, promise or representation made by City staff during the course of negotiations of a

EXHIBIT A

DDA and that the City shall be legally bound only upon the approval of the DDA by City's governing board and the City Council of the City, in accordance with the provisions of CRL.

3.10 Attorneys' Fees. In the event that either Party brings any legal action to interpret or enforce any provision of this Agreement, the prevailing Party in that action shall be entitled to receive, in addition to all other relief available to it, its costs of litigation and reasonable attorneys' fees, including costs and fees incurred on appeal and in enforcing any judgment which may be rendered on the underlying action.

3.11 Governing Law; Jurisdiction and Venue. This Agreement shall be interpreted and enforced in accordance with the law of the State of California in effect at the time it is executed, without regard to conflicts of law provisions. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of San Bernardino, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Developer hereby expressly waives all provisions of law providing for a change of venue due to the fact that City or the City may be a Party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Developer further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship which may exist between City and Developer or due to the fact that a federal question or right is alleged or involved in such action.

3.12 No Third Party Beneficiaries. City and Developer expressly acknowledge and agree that they do not intend, by their execution of this Agreement, to benefit any persons or entities not signatory to this Agreement, including, without limitation, any brokers representing the Parties to this transaction. No person or entity not a signatory to this Agreement shall have any rights or causes of action against either City or Developer arising out of or due to City's and Developer's entry into this Agreement.

3.13 Counterpart Originals. This Agreement may be executed in two (2) counterpart originals which, when taken together, shall constitute but one and the same instrument.

[Signatures on following pages]

EXHIBIT A

SIGNATURE PAGE TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

CITY:

THE CITY OF RIALTO

By:


DEBORAH ROBERTSON,
Mayor

Dated:

11/9/15

ATTEST:


BARBARA MCGEE,
City Clerk

APPROVED AS TO LEGAL FORM:

ALESHIRE & WYNDER, LLP

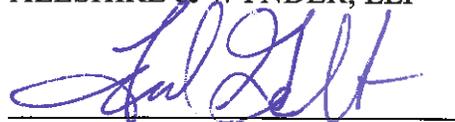

FRED GALANTE, ESQ.
City Attorney

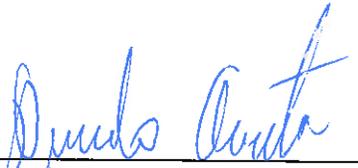
EXHIBIT A

SIGNATURE PAGE TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

DEVELOPER:

FERNANDO ACOSTA R.E., INC.

By:



Fernando Acosta

Dated:

10-28-15

EXHIBIT A

EXHIBIT A TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

SITE MAP



EXHIBIT A

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

SCOPE OF NEGOTIATIONS/SCHEDULE OF PERFORMANCE

The goal of the negotiations is to prepare a Development and Disposition Agreement (“DDA”) acceptable to both parties that will then be submitted to the City Council (or Successor Agency as applicable) for consideration at a joint public hearing (if required by law). The proposed DDA contemplates the acquisition of Parcel A and Parcel B by the City and the conveyance of the Site to the Developer at fair market value, subject to various conditions precedent and the subsequent redevelopment of the Site into a high quality commercial development.

The City and Developer shall structure any public assistance to avoid the applicability of prevailing wages for the private improvements to be constructed.

City Planning Goals

The City encourages redevelopment of the Site into a high quality commercial development that will maximize tax revenues to the City, create a significant number of job opportunities, and provide goods and services currently lacking in the community.

The proposed development should consist of complementary freeway oriented commercial uses consistent with the Freeway Incubator land use designation in the Renaissance Specific Plan including but not limited to the following:

1. Full and limited service restaurants that may include coffee shops, buffets, dinner houses, and similar establishments. The City and Developer shall collectively determine the appropriate restaurant uses.
2. Other fast casual, or drive thru restaurants that are underrepresented in Rialto.
3. Retail uses allowed by the Renaissance Specific Plan and complementary to the proposed shopping center.
4. Hotels of approximately 100 rooms operated by a national chain such as Hampton Suites, Holiday Inn Express, Hyatt Place, or equivalent.

Site development may be phased and include commercial pads that are structured for sale or for lease. The Project shall be of highest quality of design and must or exceed all current City development and design standards.

It is expected that the Project will require a mitigated negative declaration of environmental impact. The Parties desire that the environmental review obligations will be a condition of the Disposition and Development Agreement, which will be completed subsequently as part of the formal land use entitlement process.

EXHIBIT A

Responsibilities/Schedule of Performance

The Developer shall complete the following tasks during the Exclusive Negotiation Period:

1. Submit site plan and building elevations that identify the various development parcels within the Site in relation to the final location of the public streets. The site plan and building elevations shall be revised and resubmitted as required to satisfy the City and City with respect to the City Planning Goals noted above.
2. Submit preliminary commitment letters from tenants satisfying the City Planning Goals noted above.
3. Identify the critical infrastructure currently available to the Site and any improvements that are needed to support the Project. Provide preliminary cost estimates for the public improvements related to the Project.
4. Provide the City with real estate valuation input to help determine the cost of the DDA to the City. This may include proformas detailing the value of the various development parcels and the associated public and private improvement costs to produce finished parcels ready for development. This should also include an estimate of governmental fees to be paid.
5. Provide the City with other cost/benefit information to enable its consultants to prepare a cost benefit analysis for presentation to the City Council. This typically includes the number of construction jobs created, the number of permanent jobs created, the cost to maintain the public improvements upon dedication, the value of the completed development, and the various tax revenues associated with development operations.
6. Provide a tentative schedule for acquisition and development of the Project.
7. If it is determined to be a necessary condition precedent to the City's consideration of the DDA, the Developer shall submit an application for environmental review by the City and City and pay all normal and customary fees related thereto.

EXHIBIT B - SITE MAPS

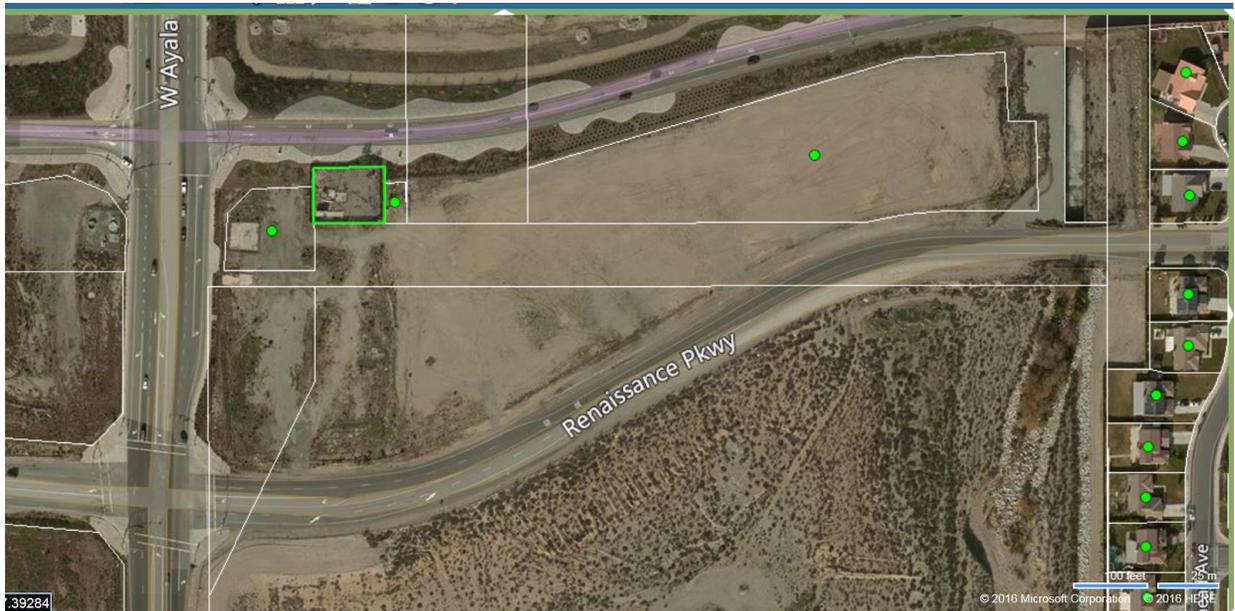
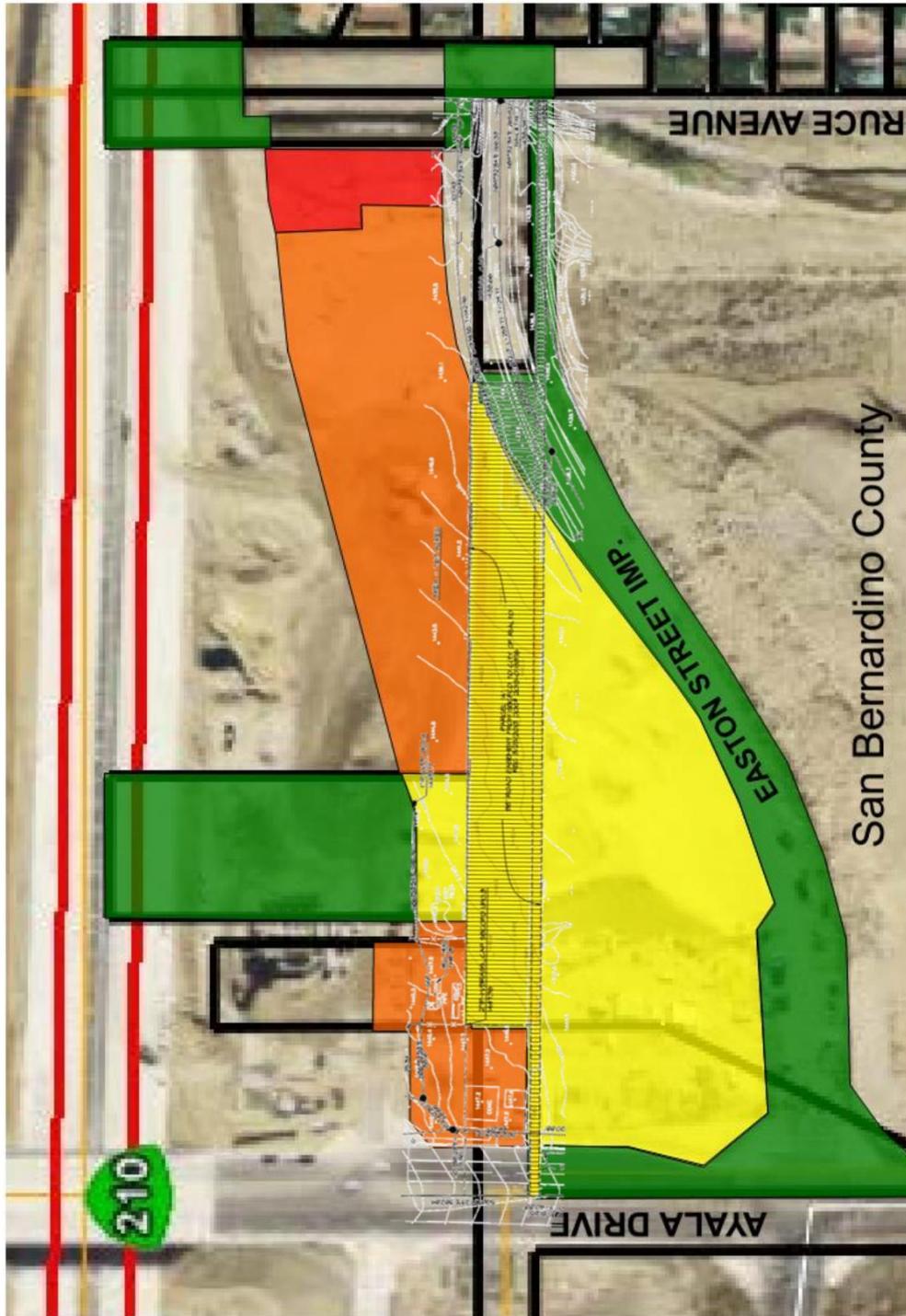


EXHIBIT B - SITE MAPS



- Incoming parcel to SBCFC District
- City of Rialto lands (purchased from Caltrans)
- District land available for surplus
- SBCFC District lands required by Caltrans



EXHIBIT C

LIST OF TENANTS FOR AYALA ASSEMBLAGE SITE

LOI's SUBMITTALS

1. **Norm's Restaurant** - LOI - build to suit of 6,500 sq. ft. on the NEC (hard corner)
2. **Sonic** - LOI to purchase a 35,000 sq. ft. finished pad/parcel.
3. **Five Guys Burgers** - LOI Build –to Suit of 2,400 sq. ft , waiting for final corporate approval
4. **Chick-fil-la** - LOI for a ground lease, want to be on the hard corner.

TENANTS THAT HAVE EXPRESS INTEREST

1. **9,000 sq. ft. sit down restaurant**- They requested a ground lease
2. **Dunkin Donuts** - Wants 1,800 sq. ft. end cap with drive-thru build to suit.
3. **Ono Hawaiian**- Wants and 1,800-2,000 sq. ft. end cap drive-thru build to suit.
4. **Miguel's Jr.** – Wants to purchase one acre.
5. **Bob's Big Boy** – Wants 5,000 sq. ft building purchase or Build to suit.
6. **Hotel** by Radius Retail - Wants 2 acres with off- site improvements and utilities to the pad.

OTHER TENANTS IN CONTACT WITH:

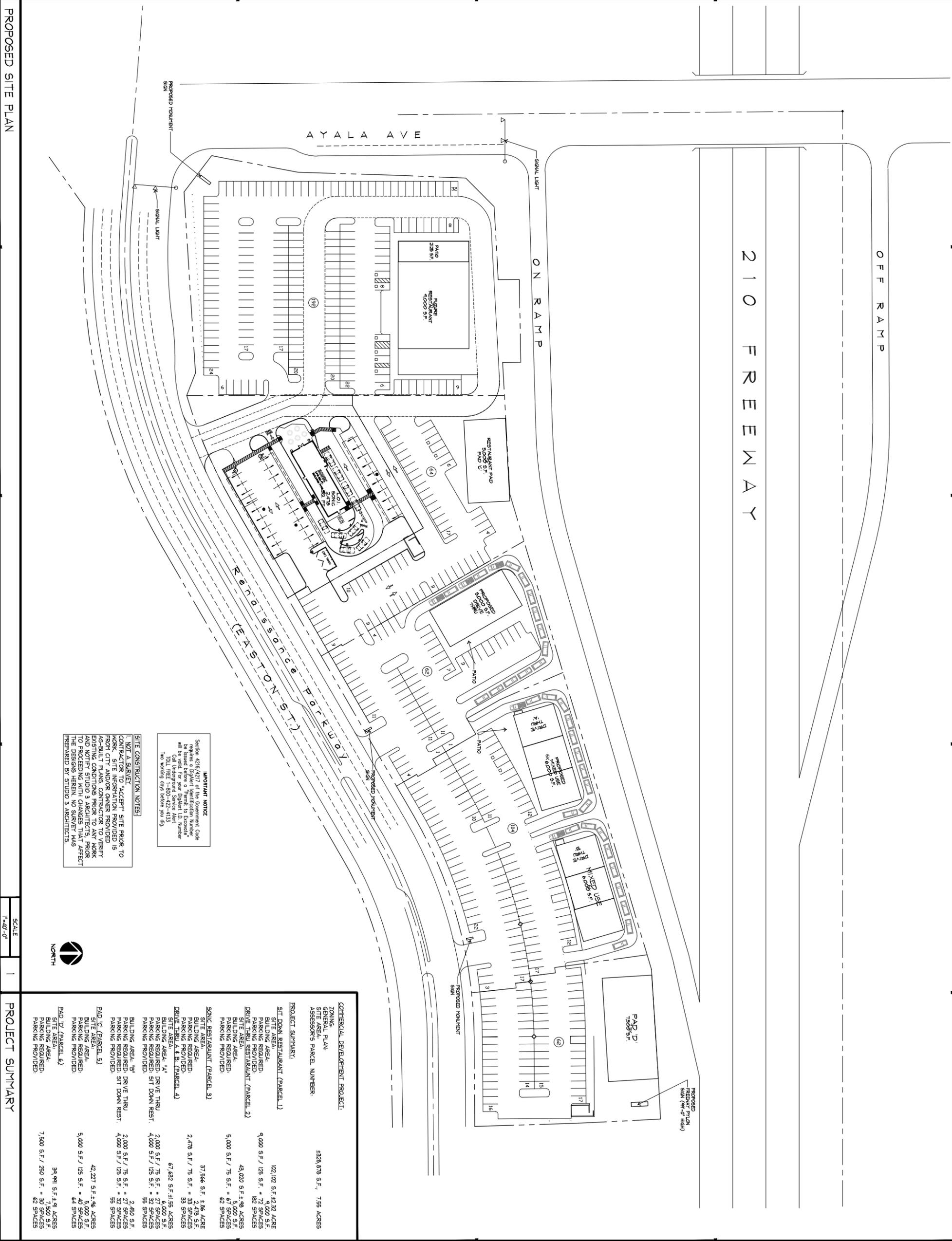
1. **Chili's** - Reviewing site information
2. **BJ'S** - Reviewing site information
3. **Jimmy John's** - Interested in the property need a franchisee.

Fred Encinas
fencinas@naicapital.com
DRE 00582260

NAI Capital
Tel (909) 945-2339 Ext. 945



EXHIBIT D



OFF RAMP
210 FREEMAY

IMPORTANT NOTICE
Section 4216/4217 of the Government Code requires a Display Identification Number be issued before a Permit to Excavate will be issued. Call Underground Service Alert (USA) at 1-800-422-4133. Two working days before you dig.

SITE CONSTRUCTION NOTES
1. NOT A SURVEY.
CONTRACTOR TO "ACCEPT" SITE PRIOR TO WORK. SITE INFORMATION PROVIDED IS FOR CITY AND/OR OWNER PROVIDED AS-BUILT PLANS. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND UTILITIES PRIOR TO PROCEEDING WITH CHANGES THAT AFFECT THE DESIGN HEREIN. NO SURVEY WAS PREPARED BY STUDIO 3 ARCHITECTS.



SCALE
1"=40'-0"

COMMERCIAL DEVELOPMENT PROJECT:	
ZONING:	CG
GENERAL PLAN:	CG
SITE AREA:	1328,879 S.F., 7.85 ACRES
ASSESSOR'S PARCEL NUMBER:	
PROJECT SUMMARY:	
SIT DOWN RESTAURANT (PARCEL 1)	102,102 S.F. ± 4.33 ACRE BUILDING AREA, 9,000 S.F. ± 72 SPACES
DRIVE THRU RESTAURANT (PARCEL 2)	43,029 S.F. ± .98 ACRES SITE AREA, 4,000 S.F. ± 32 SPACES
SONIC RESTAURANT (PARCEL 3)	37,566 S.F. ± 3.46 ACRE BUILDING AREA, 2,478 S.F. ± 33 SPACES
DRIVE THRU A & B (PARCEL 4)	67,639 S.F. ± 1.55 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 5)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 6)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 7)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 8)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 9)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 10)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
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DRIVE THRU REST. (PARCEL 12)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
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DRIVE THRU REST. (PARCEL 50)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
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DRIVE THRU REST. (PARCEL 60)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 61)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 62)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 63)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 64)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 65)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 66)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 67)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 68)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 69)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 70)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 71)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 72)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 73)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 74)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 75)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 76)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 77)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 78)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 79)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 80)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 81)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 82)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 83)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 84)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 85)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 86)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 87)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 88)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 89)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 90)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 91)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 92)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 93)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 94)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 95)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 96)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 97)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 98)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 99)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES
DRIVE THRU REST. (PARCEL 100)	2,000 S.F. ± .05 ACRES BUILDING AREA, 4,000 S.F. ± 32 SPACES

STUDIO 3 ARCHITECTS

887 W. 9TH STREET
UPLAND, CA 91786
(909) 982-1717 (FAX) 982-5626
CONTACT: VICTOR PALOS, ARCHITECT

PROFESSIONAL SEAL:

VICTOR M. PALOS
No. C-26203
Exp. 10-31-17
STATE OF CALIFORNIA

SHEET TITLE:
PROPOSED SITE PLAN

NO. DATE ISSUES & REVISIONS BY APPR. DESC.

1	1/20/15	PRELIMINARY SITE PLAN 1A	GOLDEN CORRAL & SONIC TO CLIENT
2	1/29/15	REVISED SITE TO FERNANDO	

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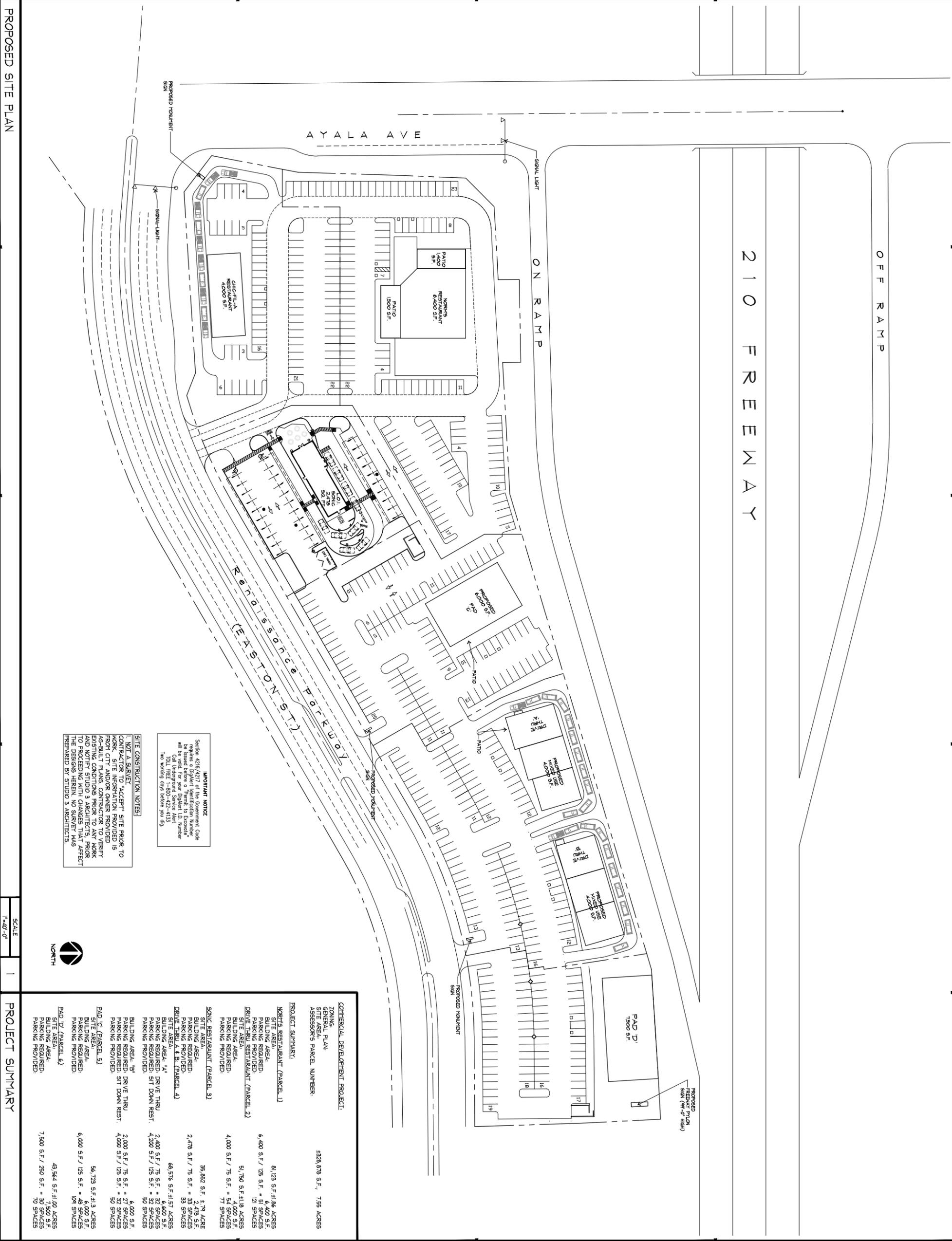
OWNER/CLIENT:
FERNANDO ACOSTA
REAL ESTATE R.E. INC.
1130 N. YUCCA AVE
RIALTO, CA 92376
714-307-8018

PROJECT: COMMERCIAL SITE DEVEL.
LOCATION: NEC AYALA AVE AND EASTON STREET RIALTO, CA

S3A JOB #: 151132 **DATE:** 11/19/15 **SCALE:** NOTED **SHEET #:** AS-1
REV'D BY: SSP **ON**

PROPOSED SITE PLAN

EXHIBIT E



OFF RAMP
210 FREEMAY

IMPORTANT NOTICE
Section 4216/4217 of the Government Code requires a Dignity Identification Number be issued before a Permit to Excavate will be issued. Call Underground Service Alert (USA) at 1-800-422-4133. TOLL FREE 1-800-422-4133. Two working days before you dig.

SITE CONSTRUCTION NOTES:
1. NOT A SURVEY.
CONTRACTOR TO "ACCEPT" SITE PRIOR TO WORK. SITE INFORMATION PROVIDED IS FOR CITY AND/OR OWNER PROVIDED AS-BUILT PLANS. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND UTILITIES PRIOR TO PROCEEDING WITH CHANGES THAT AFFECT THE DESIGN HEREIN. NO SURVEY WAS PREPARED BY STUDIO 3 ARCHITECTS.



PROPOSED SITE PLAN

SCALE 1"=40'-0"

COMMERCIAL DEVELOPMENT PROJECT:	
ZONING:	320 870 S.F., 7.55 ACRES
GENERAL PLAN:	
SITE AREA:	
ASSESSOR'S PARCEL NUMBER:	
PROJECT SUMMARY:	
NORTH RESTAURANT (PARCEL 1)	8,123 S.F./41.84 ACRES
BUILDING AREA:	6,400 S.F.
PARKING REQUIRED:	125 SPACES
PARKING PROVIDED:	121 SPACES
DRIVE THRU RESTAURANT (PARCEL 2)	5,170 S.F./11.8 ACRES
SITE AREA:	4,000 S.F./7.5 S.F. = 54 SPACES
BUILDING AREA:	2,470 S.F./7.5 S.F. = 33 SPACES
PARKING REQUIRED:	75 SPACES
PARKING PROVIDED:	77 SPACES
SONIC RESTAURANT (PARCEL 3)	35,892 S.F. / 2.79 ACRES
SITE AREA:	2,470 S.F./7.5 S.F. = 33 SPACES
BUILDING AREA:	68,570 S.F./157 ACRES
PARKING REQUIRED:	4,200 S.F./7.5 S.F. = 32 SPACES
PARKING PROVIDED:	50 SPACES
DRIVE THRU A & B (PARCEL 4)	2,000 S.F./7.5 S.F. = 20 SPACES
SITE AREA:	4,000 S.F./7.5 S.F. = 54 SPACES
BUILDING AREA:	2,000 S.F./7.5 S.F. = 20 SPACES
PARKING REQUIRED:	125 SPACES
PARKING PROVIDED:	50 SPACES
BUILDING AREA "B"	6,000 S.F.
DRIVE THRU:	2,000 S.F./7.5 S.F. = 20 SPACES
PARKING REQUIRED:	4,000 S.F./7.5 S.F. = 32 SPACES
PARKING PROVIDED:	50 SPACES
PAD "C" (PARCEL 5)	56,729 S.F./13 ACRES
SITE AREA:	6,000 S.F./7.5 S.F. = 48 SPACES
BUILDING AREA:	125 SPACES
PARKING REQUIRED:	108 SPACES
PARKING PROVIDED:	
PAD "D" (PARCEL 6)	43,544 S.F./10.09 ACRES
SITE AREA:	7,500 S.F./7.50 S.F. = 30 SPACES
BUILDING AREA:	250 S.F. = 70 SPACES
PARKING REQUIRED:	
PARKING PROVIDED:	

PROJECT SUMMARY



887 W. 9TH STREET
UPLAND, CA 91786
(909) 982-1717 (FAX) 982-5626
CONTACT: VICTOR PALOS, ARCHITECT



PROFESSIONAL SEAL:

SHEET TITLE:
PROPOSED SITE PLAN

NO.	DATE	ISSUES & REVISIONS:	DESC.	BY	APPROV.
1	1/20/15	PRELIMINARY SITE PLAN "A"			
2	1/23/15	GOLDEN CORRAL & SONIC TO CLIENT			
3	1/23/15	REVISED SITE TO FERNANDO			

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OWNER/CLIENT:
FERNANDO ACOSTA
REAL ESTATE R.E. INC.
1130 N. YUCCA AVE
RIALTO, CA 92376
714-307-8018

PROJECT: COMMERCIAL SITE DEVEL.
LOCATION: NEC AYALA AVE AND
EASTON STREET
RIALTO, CA

S3A JOB #: 151132 DATE: 11/19/15 SCALE: NOTED SHEET #:
REV'D BY: SSP ON AS-1

CITY OF RIALTO
ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT

For the Meeting of July 20, 2016

TO:	Honorable Economic Development Committee Members
VIA:	Robb R. Steel, Assistant CA/Director of Development Services
FROM:	Robb R. Steel, Assistant CA/Director of Development Services
SUBJECT:	Revenue Acceleration Options for RBF Facility.
DATE:	July 15, 2016

BACKGROUND:

On June 22, 2016, the Economic Development Committee received an update regarding the proposed organic waste recycling facility. James Ambroso with RBF provided a forecast of City and RUA revenues under various operating assumptions. The Mayor requested that RBF consider options for accelerating revenue in the initial project years, perhaps reducing it in later years. The City and RBF discussed options for accelerating project revenue.

DISCUSSION/ANALYSIS:

Under the proposed Facility Operation Agreement, RBF will pay a host fee (the greater of a Baseline Fee or a Percentage of Actual Revenue) to the City based upon the tonnage delivered from external (non-City) sources for three distinct product lines as follows:

- For Biosolids, the host fee shall be the greater of \$2.09 per ton, or 4.65% of the actual revenue received by RBF. Biosolids are defined as non-hazardous material removed during the digested treatment of municipal wastewater or domestic sewage.
- For Digestate, the host fee shall be the greater of \$1.25 per ton, or 4% of the actual revenue received by RBF. Digestate is defined as mechanically dewatered sludge, which is the byproduct of anaerobic digestion of organic waste materials extracted from municipal waste.
- For Wet Fraction, the host fee shall be the greater of \$1.25 per ton, or 4% of the actual revenue received by RBF. Wet Fraction is defined as organic materials extracted from municipal solid waste for processing in a digester, and includes Source Separated Organics (yard trimmings, food, etc.).

Attached as Exhibits A and B are 20 year forecasts of City and RUA revenues, including host fees, sales taxes, property taxes, SARI lease revenue, site lease revenue, and biosolid disposal savings. The models assume a baseline (conservative) forecast and a likely forecast. The average annual revenues to the City General Fund range from \$186,000 to \$455,000 (at stabilized operations, varying by scenario) and the average annual revenues to RUA average \$367,000 per year.

The City and RBF discussed options to advance revenue earlier in the project lifecycle and RBF offered the following:

- **Prepay Rent** – RBF proposes to prepay rent for up to 4 years, which would advance \$472,000 to RUA. This would enter the “waterfall” and potentially fall out to the City General Fund at the City Council’s discretion (assuming all other financial obligations of RUA under the Concession Agreement are satisfied). In the forecast, staff assumed that RBF retains a substantial portion of the Year 1 rent to complete repairs to the on-site detention pond, so the unobligated prepaid rent may approximate \$360,000 instead. Alternatively, the City will use a portion of the rent to complete the repairs.
- **Acquire SARI Line Capacity rather than Lease** -- The FOA grants RBF the option to lease or buy the RUA’s SARI line capacity (currently valued at \$1.9 million). RBF would be willing to commit to acquiring the capacity rather than leasing it, upon receipt of land use entitlements and commencement of operations. Similarly, the sales proceeds enter the “waterfall” and the City Council must allocate after satisfaction of all claims under the Concession Agreement.

We discussed modifications to the fixed fee and percentage of revenue schedules to front load the host fees. RBF expressed concerns regarding this approach because of a desire to conserve operating cashflow in the start-up phase of the project when financial risk is greatest. The City and RBF also discussed a lump sum option to prepay some or all of the host fees, but the discount required to reflect the private cost of capital would result in undesirable reductions in potential City revenues (if the project performs as expected). The City’s advantage with the prepayment option is that it receives early revenue, and does not assume any risk related to project performance.

RECOMMENDATION:

Discuss options for advancing project related revenues, and provide direction for staff in the final Facility Operation Agreement.

Exhibit A
Baseline Projection of Revenue

Estimated Benefits of Phase I Project (Baseline Forecast)
 Rialto Bioenergy Facility LLC

Lease Year	Lease Year End 1-Aug	City of Rialto General Fund				RUA Wastewater Fund			Total RUA	Assumptions
		Property Tax	Sales Tax	Host Fees	Total City	Biosolid Disposal Savings	SARI Lease	Net Lease Rent		
1	2017	\$8,400	\$0	\$0	\$8,400	\$0	\$0	\$8,100	\$8,100	Property Taxes
2	2018	\$8,600	\$0	\$0	\$8,600	\$0	\$0	\$118,100	\$118,100	Current AV (Public Ownership)
3	2019	\$35,000	\$2,500	\$118,200	\$155,700	\$75,000	\$150,000	\$118,100	\$343,100	Projected AV at Phase I Build Out
4	2020	\$35,700	\$2,600	\$120,500	\$158,800	\$76,500	\$150,000	\$118,100	\$344,600	Incremental AV
5	2021	\$36,400	\$2,700	\$122,900	\$162,000	\$78,000	\$150,000	\$118,100	\$346,100	General Levy Tax Rate 1.0%
6	2022	\$37,100	\$2,800	\$125,400	\$165,300	\$79,600	\$150,000	\$123,900	\$353,500	City Share 14.0%
7	2023	\$37,800	\$2,900	\$127,900	\$168,600	\$81,200	\$150,000	\$123,900	\$355,100	Annual Inflation 2.0%
8	2024	\$38,600	\$3,000	\$130,500	\$172,100	\$82,800	\$150,000	\$123,900	\$356,700	
9	2025	\$39,400	\$3,100	\$133,000	\$175,500	\$84,500	\$150,000	\$123,900	\$358,400	Sales Taxes
10	2026	\$40,200	\$3,200	\$135,700	\$179,100	\$86,200	\$150,000	\$123,900	\$360,100	Fertilizer Sales 25,000 tons
11	2027	\$41,000	\$3,300	\$138,500	\$182,800	\$87,900	\$150,000	\$130,000	\$367,900	Sales Tax Rate 1.0%
12	2028	\$41,800	\$3,400	\$141,200	\$186,400	\$89,700	\$150,000	\$130,000	\$369,700	Annual Sales Taxes
13	2029	\$42,600	\$3,500	\$144,000	\$190,100	\$91,500	\$150,000	\$130,000	\$371,500	
14	2030	\$43,500	\$3,600	\$146,900	\$194,000	\$93,300	\$150,000	\$130,000	\$373,300	SARI Line Lease Revenue
15	2031	\$44,400	\$3,700	\$149,800	\$197,900	\$95,200	\$150,000	\$130,000	\$375,200	FMV of SARI Line Capacity \$3.75 million per
16	2032	\$45,300	\$3,800	\$152,800	\$201,900	\$97,100	\$150,000	\$136,400	\$383,500	Value of City SARI Line Capacity 1.0 mgd
17	2033	\$46,200	\$3,900	\$155,900	\$206,000	\$99,000	\$150,000	\$136,400	\$385,400	Annual Lease Revenue at 8% Return 0.5 mgd
18	2034	\$47,100	\$4,000	\$159,000	\$210,100	\$101,000	\$150,000	\$136,400	\$387,400	Annual CPI Adjustment 8.0%
19	2035	\$48,000*	\$4,100	\$162,200	\$214,300	\$103,000	\$150,000	\$136,400	\$389,400	
20	2036	\$49,000	\$4,200	\$165,400	\$218,600	\$105,100	\$150,000	\$136,400	\$391,500	Host Fees
Totals		\$766,100	\$60,300	\$2,529,800	\$3,356,200	\$1,606,600	\$2,700,000	\$2,432,000	\$6,738,600	Host Fees 5% of revenue CPI Adjustment 2.0%
					\$ 185,511				\$ 667,356	Biosolids Disposal Savings
										Total Disposal Tons in 2014 (wet tons) 9,300
										Total Disposal Tons Cost in 2014 \$493,000
										Proposed Cost per Ton \$418,500
										Annual Cost Savings \$74,500
										Disposal Cost Inflation Rate 2.0%

Exhibit B
Likely Revenue Forecast

Estimated Benefits of Phase I Project (Expected Forecast)
 Rialto Bioenergy Facility LLC

Lease Year	Lease Year End 1-Aug	City of Rialto General Fund					RUA Wastewater Fund			Total RUA	Assumptions
		Property Tax	Sales Tax	Host Fees	Total City	Biosolid Disposal Savings	SARI Lease	Net Lease Rent	Total		
1	2017	\$8,400	\$0	\$0	\$8,400	\$0	\$0	\$8,100	\$8,100	\$8,100	Property Taxes
2	2018	\$8,600	\$0	\$0	\$8,600	\$0	\$0	\$118,100	\$118,100	\$118,100	Current AV (Public Ownership)
3	2019	\$35,000	\$2,500	\$234,800	\$272,300	\$75,000	\$150,000	\$118,100	\$343,100	\$343,100	Projected AV at Phase I Build Out
4	2020	\$35,700	\$2,600	\$239,400	\$277,700	\$76,500	\$150,000	\$118,100	\$344,600	\$344,600	Incremental AV
5	2021	\$36,400	\$2,700	\$244,300	\$283,400	\$78,000	\$150,000	\$118,100	\$346,100	\$346,100	General Levy Tax Rate 1.0%
6	2022	\$37,100	\$2,800	\$249,100	\$289,000	\$79,600	\$150,000	\$123,900	\$353,500	\$353,500	City Share 14.0%
7	2023	\$37,800	\$2,900	\$254,100	\$294,800	\$81,200	\$150,000	\$123,900	\$355,100	\$355,100	Annual Inflation 2.0%
8	2024	\$38,600	\$3,000	\$419,300	\$460,900	\$82,800	\$150,000	\$123,900	\$356,700	\$356,700	Sales Taxes
9	2025	\$39,400	\$3,100	\$427,700	\$470,200	\$84,500	\$150,000	\$123,900	\$358,400	\$358,400	Fertilizer Sales 25,000 tons
10	2026	\$40,200	\$3,200	\$436,200	\$479,600	\$86,200	\$150,000	\$123,900	\$360,100	\$360,100	Sales Tax Rate 1.0%
11	2027	\$41,000	\$3,300	\$445,000	\$489,300	\$87,900	\$150,000	\$130,000	\$367,900	\$367,900	Annual Sales Taxes \$2,500
12	2028	\$41,800	\$3,400	\$453,900	\$499,100	\$89,700	\$150,000	\$130,000	\$369,700	\$369,700	SARI Line Lease Revenue
13	2029	\$42,600	\$3,500	\$463,000	\$509,100	\$91,500	\$150,000	\$130,000	\$371,500	\$371,500	FMV of SARI Line Capacity \$3.75 million per
14	2030	\$43,500	\$3,600	\$472,300	\$519,400	\$93,300	\$150,000	\$130,000	\$373,300	\$373,300	Value of City SARI Line Capacity 1.0 mgd
15	2031	\$44,400	\$3,700	\$481,700	\$529,800	\$95,200	\$150,000	\$130,000	\$375,200	\$375,200	Annual Lease Revenue at 8% Return 0.5 mgd
16	2032	\$45,300	\$3,800	\$491,300	\$540,400	\$97,100	\$150,000	\$136,400	\$383,500	\$383,500	Annual CPI Adjustment 8.0%
17	2033	\$46,200	\$3,900	\$501,100	\$551,200	\$99,000	\$150,000	\$136,400	\$387,400	\$387,400	Host Fees
18	2034	\$47,100	\$4,000	\$511,100	\$562,200	\$101,000	\$150,000	\$136,400	\$389,400	\$389,400	Host Fees 5% of revenue
19	2035	\$48,000	\$4,100	\$521,300	\$573,400	\$103,000	\$450,000	\$136,400	\$391,500	\$391,500	CPI Adjustment
20	2036	\$49,000	\$4,200	\$531,700	\$584,900	\$105,100	\$150,000	\$136,400	\$391,500	\$391,500	
Totals		\$766,100	\$60,300	\$7,377,300	\$8,203,700	\$1,606,600	\$2,700,000	\$2,432,000	\$6,738,600	\$6,738,600	
		Annual Avg at Stabilized			\$ 455,000				\$ 367,000		Biosolids Disposal Savings
											Total Disposal Tons in 2014 (wet tons) 9,300
											Total Disposal Tons Cost in 2014 \$493,000
											Proposed Cost per Ton \$418,500
											Annual Cost Savings \$74,500
											Disposal Cost Inflation Rate 2.0%

Estimated City Host Fee Revenues
(Projected Estimate)

	Year										Totals	
	1	2	3	4	5	6	7	8	9	10		
Deliveries												
Biosolids	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
Digestate	30,000	30,000	30,000	30,000	30,000	37,500	37,500	37,500	37,500	37,500	37,500	337,500
Food Waste	85,000	85,000	85,000	85,000	85,000	170,000	170,000	170,000	170,000	170,000	170,000	1,275,000
	145,000	145,000	145,000	145,000	145,000	237,500	237,500	237,500	237,500	237,500	237,500	1,912,500
RBF Revenue												
Biosolids	1,350,000	1,377,000	1,404,540	1,432,631	1,461,283	1,490,509	1,520,319	1,550,726	1,581,740	1,613,375	1,613,375	14,782,123
Digestate	900,000	918,000	936,360	955,087	974,189	1,242,091	1,266,933	1,292,271	1,318,117	1,344,479	1,344,479	11,147,527
Food Waste	3,400,000	3,468,000	3,537,360	3,608,107	3,680,269	7,507,749	7,657,904	7,811,063	7,967,284	8,126,629	8,126,629	56,764,366
	5,650,000	5,763,000	5,878,260	5,995,825	6,115,742	10,240,349	10,445,156	10,654,060	10,867,141	11,084,484	11,084,484	82,694,017
City Revenue												
Biosolids	62,800	64,000	65,300	66,600	67,900	69,300	70,700	72,100	73,600	75,000	75,000	687,300
Digestate	36,000	36,700	37,500	38,200	39,000	49,700	50,700	51,700	52,700	53,800	53,800	446,000
Food Waste	136,000	138,700	141,500	144,300	147,200	300,300	306,300	312,400	318,700	325,100	325,100	2,270,500
	234,800	239,400	244,300	249,100	254,100	419,300	427,700	436,200	445,000	453,900	453,900	3,403,800
City Revenue as % off RBF Revenue												
Biosolids	4.7%	4.6%	4.6%	4.6%	4.6%	4.6%	4.7%	4.6%	4.7%	4.6%	4.6%	4.6%
Digestate	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Food Waste	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Total	4.2%	4.2%	4.2%	4.2%	4.2%	4.1%	4.1%	4.1%	4.1%	4.1%	4.1%	4.1%
Effective Host Fee/Ton												
Biosolids	2.09	2.13	2.18	2.22	2.26	2.31	2.36	2.40	2.45	2.50	2.50	2.29
Digestate	1.20	1.22	1.25	1.27	1.30	1.33	1.35	1.38	1.41	1.43	1.43	1.32
Food Waste	1.60	1.63	1.66	1.70	1.73	1.77	1.80	1.84	1.87	1.91	1.91	1.78
Total												

Yrs 1-5 Tons Yrs 6-10 Tons
 30,000 30,000 \$ 45.00 \$ 2.00
 30,000 37,500 \$ 30.00 \$ 1.00
 85,000 170,000 \$ 40.00 \$ 1.00
 145,000 237,500

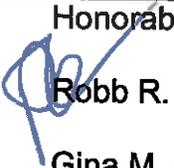
3,403,800

4.1%

CITY OF RIALTO

ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

For Meeting of July 20, 2016

TO:	Honorable Economic Development Committee Members
FROM:	 Robb R. Steel, Assistant CA/Director of Development Services
BY:	Gina M. Gibson, Planning Manager 
SUBJECT:	Discussion Regarding the Regulation of Institutions that Offer Credit Services that may Exploit or Target Disadvantaged Communities and Households.
DATE:	July 15, 2016

BACKGROUND:

This report cites how Rialto regulates predatory lending institutions, presents research on how other jurisdictions regulate these uses, and presents options for regulation in the City of Rialto.

ANALYSIS/DISCUSSION:

Section 18.66.30 of the Rialto Municipal Code defines Check Cashing Facilities/Payday Loan Facilities, Cash for Gold Facilities, Pawn Shops, and Rent to Own facilities as nuisance uses. These uses have an established reputation in academic research and public policy discussions as engaging in "predatory lending": credit services that exploit or target disadvantaged communities and households.

Regulation

The Rialto Municipal Code allows new facilities to operate in the City with a Conditional Development Permit. The Rialto Municipal Code defines these uses as follows:

Check Cashing Facilities/Payday Loan Facilities. Establishments that engage, in whole or in part, in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose, such facilities do not include a state or federally chartered bank, savings and loan association, credit union, or industrial loan company:

1. This category shall include any business licensed by the California Commissioner of Corporations to make deferred deposit transactions pursuant to California Financial Code Section 23000 et seq., sometimes referred to as "payday advance/cash advance", or "payday loan" services.
2. This category shall not include any ancillary check-cashing facility that is located entirely within a major retailer over fifteen thousand square feet in size.

Pawn Shops. Establishments or businesses that loan money or other items of value to any person, firm or corporation, upon any personal property, personal security or the purchasing of personal property and reselling or agreeing to resell such articles at prices previously agreed upon.

Cash for Gold Facilities. Establishments that accept gold, silver, and other precious metals primarily from jewelry, in exchange for monies, and subject to the following:

1. A minimum separation distance of two linear miles shall be maintained between similar establishments.
2. The business owner must provide proof of possession of a valid secondhand dealer's license issued by the California State Department of Justice.
3. The business establishment shall be subject to random inspections by the Rialto police department.
4. Security standards as directed by the Rialto Police Department.

The Rialto Municipal Code does not define title loan agencies. The locations that currently exist have been entitled under the same requirements as a payday loan/cash advance establishments because they are similar in operation with the exception of collateral to guarantee the loan. Payday loan establishments use credit history and secure the debt with a checking account and verification of employment, whereas car title loan establishments (or title pawn in some states) use the automobile title as collateral and give cash up to \$10,000 to people who own their car or motorcycle. The Renaissance Specific Plan however lists "Check-cashing, pay-day advance, pawn shops" as prohibited in all zones.

The table below shows how some neighboring jurisdictions regulate these uses:

Neighboring Jurisdictions Regulating Check Cashing Facilities/Payday Loan Facilities	
Jurisdiction	Regulation
Victorville	Permanent citywide ban on "Money Service Business" which included Cashing Facilities/Payday Loan Facilities approved on July 21, 2015. Ban followed moratoriums.
Highland	Conditionally permitted in some commercial and industrial zones.
Rancho Cucamonga	Allowed in several zones as a Special Regulated Use with distance requirements and performance standards.
Ontario	Created new category of uses consistent with NAICS coding— Credit Intermediation-Related Activities (check cashing, money order issuance, money transmission, and payday advance services): 52239. However, allowed by right in many commercial areas.

Several cities and counties have imposed outright citywide bans of Check Cashing Facilities/Payday Loan Facilities over the past few years, generally without controversy. The table below shows how some jurisdictions have prohibited these uses:

Other Jurisdiction's Prohibition Check Cashing Facilities/Payday Loan Facilities	
Jurisdiction	Method of Prohibition
Baldwin Park	Prohibition by change of definition of "Banks/Financial Institutions" to specifically exclude check cashing and payday loan facilities.
Arcadia	Banned by former Redevelopment Agency in project areas, and banned Citywide in 2012 along with bail bonds, thrift stores, and pawnshops.
San Jose Gilroy County of Santa Clara	Prohibition by change of definition of "Banks/Financial Institutions" to specifically exclude check cashing and payday loan facilities.

"Prohibition by change of definition" is a common approach to implementing a permanent citywide ban on these uses by changing the definition of banks and financial institutions to specifically exclude check cashing and payday loans. Concurrently, the definitions for check cashing and payday loan facilities are added by referring to the appropriate California Code section regulating check cashing and payday facilities respectively. However, changing land use definitions do not establish a long-term approach to prevent the proliferation of financial services that exploit marginalized

populations. These facilities change services and products rapidly to evade these restrictions, an issue tackled by other cities and counties by hinging the definition on the credit/loan-based nature of the use, instead of relying on the state codes.

Pre-emption

The State of California regulates the operations of payday lenders and check cashing facilities, and some may argue, pre-empts the ability of lower-level jurisdictions to ban these services. Cities and counties that have enacted bans have asserted local jurisdictions *are* legally permitted to enact local policies that combat the proliferation of payday lenders in their communities and the overconcentration of these types of businesses in low-income and minority neighborhoods, as well as the blight, nuisance, and other problems caused by payday lending stores. Cities and counties are regulating the land use by exercising the police power provided for in the California Constitution, and not the terms of credit issued by the check cashing and payday lending organizations.

Modifying Land Use Policy on Check Cashing Facilities/Payday

To restrict these uses in other zones outside of the Renaissance Specific Plan, the City has the option of either banning the uses all together or implementing a distance requirement.

To prohibit these uses, the City would adopt an ordinance prohibiting new Check Cashing Facilities/Payday Loan Facilities citywide. The ordinance would:

Establish the threats to Rialto's health, welfare, and safety if the use persists.

- Graphically show the change and proliferation over time of the number and location of these facilities, and the predominance of this location within disadvantaged communities (SB 535). The proliferation of the use since 2007.
- Show the growing residential communities around existing sites and that these uses persist or grow in number over time.
- Address pre-emption and the distinction between regulating the land use and financial services operations.
- Elaborate on existing local land use policy in Rialto and other Cities that does not support these uses.

Banned in the Renaissance Specific Plan.

- Specific policies in 2010 General Plan for health and social justice goals, policies, and objectives that support prohibition.
- Citywide prohibitions found in several California cities and counties cited herein.

- Include any applicable City/Council goals, strategic plans, vision, policies from other long- range and community planning documents that do not support these uses.

To impose a distance requirement, the City would adopt an Amendment to Section 18.66 of the RMC establishing a minimum distance requirement of 0.50 or 0.75 mile intervals between establishments to limit over proliferation in any neighborhood.

Either option will require the City to define auto title loan facilities for the proposed amendment or Ordinance.

FINANCIAL IMPACT:

There is no impact to the City's General Fund by regulating these uses.

RECOMMENDATIONS:

Staff requests the Economic Development Committee to review the information and make a recommendation to adopt an ordinance banning predatory lending institutions or to amend Section 18.66 of the Rialto Municipal Code to include a 0.50 or 0.75 separation criteria.

CITY OF RIALTO

ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

For Meeting of July 20, 2016

TO:	Honorable Economic Development Committee Members
FROM:	 Robb R. Steel, Assistant CA/Director of Development Services
By:	Gina M. Gibson Planning Manager 
SUBJECT:	Outdoor Storage Ordinance
DATE:	July 15, 2016

BACKGROUND

In the last year, the City experienced a significant increase in the number of businesses wanting to develop new truck parking facilities, pallet yards, and/or other outdoor storage intensive uses. Although these businesses provide a necessary service to the business community, in most instances, the City would prefer more intense development to maximize economic development benefits such as jobs and tax revenues.

On April 26, 2016, the City Council adopted Interim Urgency Ordinance No. 1567 that established a 45-day moratorium on the approval or processing of development applications and permits for all truck parking, pallet yards, and other storage intensive uses within the City of Rialto.

After the 45-day period, the moratorium expired and the City Council requested that staff draft the Ordinance to regulate storage facilities for consideration and denied a request to extend the moratorium on June 14, 2016.

ANALYSIS

Draft Ordinance

A draft ordinance to regulate the approval process and identify minimum performance standard for outdoor storage facilities is attached for discussion. Under the proposed ordinance, all new storage facilities will require a Conditional Development Permit approved by the Planning Commission and a site plan review by the Development Review Committee.

Stakeholders

Staff will engage the owners/leases of all affected facilities in a proactive process to identify compliance issues. Existing facilities that agree to comply with the performance standards will be exempt from the Conditional Development Permit process. Existing facilities that do not wish to implement the performance standards will be subject to the non-conforming section of the Rialto Municipal Code. Under the non-conforming section of the Code, expansion opportunities are limited and if the facility is vacant for six months or more, the Conditional Use Permit requirement will be triggered.

FINANCIAL IMPACT

The City of Rialto currently assesses most of its development impact fees (except for storm drains, water and wastewater) based upon a formula that multiplies the square footage of building area by a rate factor. This method of assessment works fine for typical industrial developments with building intensities ranging from 0.40 - 0.50 FAR (floor area ratio); however these "*storage intensive*" uses typically have very limited building/square footage to assess. Consequently, "*storage intensive*" uses pay little or no development impact fees (DIF), although they may create significant traffic impacts and other demands for City services like police and fire. The City should consider a modification to the current methodology fairly assessing development impact fees on these types of uses.

In December 2011, the City addressed this issue for the Storm Drainage DIF by adopting Resolution 6068, which revised the Storm Drainage DIF Nexus Study and established a DIF based upon the higher of (a) the per square foot of building basis or (b) the per acre of land assessment methodology.

On March 29, 2016, City the Economic Development Committee (EDC) recommended that the City Council consider adopting a moratorium on the processing, approval and permitting of these "*storage intensive*" uses until this analysis can be completed, considered, and implemented.

The proposed ordinance requires a Nexus Study to determine the fee amount to assess and the basis to allocate fees for outdoor storage facilities. Staff will hire a consultant to prepare the Nexus study and bring it before the EDC for review. The proposed ordinance states that new facilities will be subject to applicable fees.

RECOMMENDATION

It is recommended that the Economic Development Committee review the proposed ordinance and direct staff to forward the ordinance to the Planning Commission and the full City Council for consideration.

1 WHEREAS, the City Council desires to promote economic vitality and sustainability of
2 businesses within the community, while still protecting the general health, safety, and welfare of the
3 public, by regulating the use of outdoor storage areas and location of such uses.

4 NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO FINDS
5 AND ORDAINS AS FOLLOWS:

6 Section 1. The above recitals set forth above are all true and correct and incorporated
7 herein.

8 Section 2. Section 18.66.030 of the Rialto Municipal Code hereby is amended to add
9 Outdoor Storage Uses to the list of “Permitted Uses” requiring a conditional development permit:

10 “BB. Outdoor Storage Uses. Establishments that engage primarily in the outdoor
11 storage of goods, materials (except temporary storage of construction materials
12 associated with an active building permit), machines, vehicles, trailers, and other
13 equipment and subject to the following:

14 1. This use shall be conditionally permitted in the M-1, M-2, H-IND,
15 M-IND, I-GM zones.

16 2. This use shall comply with chapter 18.104 of the Rialto Municipal
17 Code.”

18 Section 3. A new Chapter 18.104, entitled “ Outdoor Storage Uses: is hereby added to
19 the Rialto Municipal Code to read in full as follows:

20 **“Chapter 18.104 – Outdoor Storage Uses**

21 **Sections:**

22 **18.109.010 Purpose.**

23 **18.109.020 Applicability.**

24 **18.109.030 Performance standards.**

25 **18.109.040 Site Location Criteria.**

26 **18.109.050 Review and Approval Process.**

27 **18.109.060 Building, grading and electrical permits.**

28 **18.104.010 Purpose.** This section establishes requirements for the
outdoor storage of goods, materials (except temporary storage of construction
materials associated with an active building permit), machines, vehicles, trailers,

1 and other equipment. The purpose of these regulations is to provide adequate and
2 convenient areas for outdoor storage and display of materials, merchandise, and
3 equipment in industrial zones. The intent of these regulations is to minimize visual
4 impacts to adjacent properties and public rights-of- way and to protect public
5 health, safety and welfare due to the over development of these storage intensive
6 facilities within the City of Rialto by controlling the number, size, and location of
7 these facilities.

8 **18.104.020. Applicability.** The requirements of this chapter shall apply to
9 all outdoor storage in zoning districts in which the use is permitted, pursuant to
10 Section 18.66.030. This chapter shall not apply to outdoor storage uses that are
11 incidental or ancillary to other primary uses on the same property as defined by
12 Section 18.04.040 of the Rialto Municipal Code or to existing uses as of the
13 effective date of this ordinance. Existing outdoor storage uses shall be subject to
14 the regulations and guidelines of chapter 18.60, Non-conforming Uses of the Rialto
15 Municipal Code.

16 **18.104.030 Performance Standards.**

17 A. All outdoor storage areas shall be completely enclosed by any
18 permitted combination of buildings, structures, walls, and fencing. Such walls and
19 fencing shall be a minimum of 8 feet in height and shall be designed to completely
20 screen all stored materials from view from non-industrialized areas at an elevation
21 of 5 feet above the grade of all abutting properties and rights-of-way.

22 B. Access gates and doors may be constructed of open wrought iron if
23 a perforated metal screen or other durable material is incorporated into the design
24 that obscures views through the gate.

25 C. The screen wall shall not be located within any required front yard or
26 street side yard setback area.

**TABLE 3B
SUMMARY OF PROJECT TRIP GENERATION
I-210 LOGISTICS CENTER V - ALTERNATIVE B**

TRIP GENERATION RATES ¹										
ITE Land Use		ITE Code	Unit	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Warehousing		150	KSF	3,560	0.237	0.063	0.300	0.080	0.240	0.320
PROJECT TRIP GENERATION										
Project Land Use		Quantity	Unit	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Warehousing		206,430	KSF	735	49	13	62	17	50	67
Passenger Vehicles	60.0%			441	29	8	37	10	30	40
Trucks	40.0%			294	20	5	25	7	20	27
PROJECT TRIPS - PASSENGER CAR EQUIVALENTS (PCE)										
Vehicle Type	Vehicle Mix ²	Daily Vehicles	PCE Factor	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Passenger Vehicles	60.0%	441	1.0	441	29	8	37	10	30	40
2-Axle Trucks	0.8%	6	1.5	9	1	0	1	0	1	1
3-Axle Trucks	11.2%	82	2.0	164	11	3	14	4	11	15
4+ Axle Trucks	28.0%	206	3.0	618	41	11	52	14	42	56
Total Truck PCE Trips				791	53	14	67	18	54	72
Total Project PCE Trips				1,232	82	22	104	28	84	112
¹ Source: Institute of Transportation Engineers (ITE) <u>Trip Generation Manual</u> , 9th Edition ² Source: City of Rialto Traffic Impact Analysis Report Guidelines and Requirements, December, 2013 KSF = Thousand Square Feet PCE = Passenger Car Equivalent										

1 D. A landscaped area with a minimum dimension of 10 feet shall be
2 provided in front of each wall if no landscape setback is otherwise required by the
3 zone in which it is located.

4 E. Outdoor storage areas shall not be visible from public streets, freeways,
5 residential district, public open space area, parking area, access driveway, or similar
6 thoroughfare.

7 F. Outdoor storage is subject to all applicable fire, health, safety, and
8 building regulations.

9 G. Outdoor storage shall not impede the growth or maintenance of required
10 landscaping.

11 H. All stored items shall be completely screened by solid fences, walls,
12 buildings, or landscape features, or by a combination of screening elements. Stored
13 items shall not exceed the height of the screening element.

14 I. The storage area is screened by solid fences, walls, or buildings, or a
15 combination thereof, not less than 8 feet in height. If screening of the merchandise,
16 material, or equipment requires a screening height greater than 8 feet, the storage
17 area and the screening fences, walls, or buildings shall be located on the rear half
18 of the lot, away from any public right-of-way.

19 J. No merchandise, material, or equipment shall exceed the height of the
20 screening fence, wall, or building.

21 K. Storage is permitted in required side and rear yards. Storage is not
22 permitted in required front or street side yards.

23 L. No merchandise, material, or equipment shall be stored on the roof of
24 any building unless it is completely enclosed, and constructed of the same material
25 as the main building. This limitation does not apply to operable vehicles parked on
26 the top level of a parking structure.

1 M. Each establishment or facility must have on-site parking, in accordance
2 with chapter 18.58 of the Rialto Municipal Code, and cannot rely on on-street
3 parking to meet standards.

4 N. Caretaking units shall be permitted, provided that the units are indicated
5 in the application in thorough detail and do not rely on street parking.

6 O. Each establishment or facility shall pay a development impact fee
7 established by the City Council.

8 Q. All areas of the establishment or facility shall be maintained in good
9 repair, in a clean, neat and orderly condition

10 **18.104.040 Site location criteria.**

11 A. Separation Distances between similar establishments or facilities.
12 Any such business shall be located a minimum distance of 0.75 mile from any
13 existing outdoor storage use.

14 B. For purposes of this section, all measurements shall be made by
15 following the shortest, direct route from any point upon the outside wall of the
16 building or building lease space of the establishment applying for the conditional
17 development permit to the nearest property line of the point or location in question.

18 **18.109.050 Review and Approval Process**

19 (a) This division applies to all industrial development in all zones that
20 propose outdoor storage whether or not a permit or other approval is required for
21 the development.

22 (b) Applicable regulations for specific types of development proposals
23 are as follows:

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Type of Development Proposal	Required Permit Type/Approval process	
	Planning Commission	Development Review Committee
Any development in an industrial zone that proposes outdoor storage	Conditional Development Permit	Precise Plan of Design

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18.18.060 Building, grading or electrical permits.

A building, grading or electrical permit shall not be issued for any outdoor storage or display use unless a Conditional Development Permit and a Precise Plan of Design is approved by the City.

Section 4. If any provision of this Ordinance is held invalid, such invalidity shall not affect the remaining provisions of this Ordinance, which shall remain in effect absent the provision held to be invalid, and to this end, the provisions of this Ordinance are declared to be severable.

Section 5. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the local newspaper, and the same shall take effect thirty (30) days after its date of adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

DEBORAH ROBERTSON, Mayor

ATTEST:

BARBARA McGEE, City Clerk

APPROVED AS TO FORM

FRED GALANTE, City Attorney

1 STATE OF CALIFORNIA)
2 COUNTY OF SAN BERNARDINO) ss
3 CITY OF RIALTO)

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing
5 Ordinance No. _____ was duly passed and adopted at a regular meeting of the City Council
6 of the City of Rialto held on the _____ day of _____, 2016.

7 Upon motion of Councilmember _____, seconded by
8 Councilmember _____, the foregoing Ordinance No. _____ was duly
9 passed and adopted.

10 Vote on the Motion:

11 AYES:

12 NOES:

13 ABSENT:

14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the
15 City of Rialto, this _____ day of _____, 2016.

16
17
18
19 _____
20 Barbara A. McGee, City Clerk

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CITY OF RIALTO

ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

For Meeting of July 20, 2016

TO:	Honorable Economic Development Committee Members
FROM:	 Robb R. Steel, Assistant CA/Director of Development Services
By:	Gina M. Gibson Planning Manager 
SUBJECT:	Mid Valley Landfill Update
DATE:	July 15, 2016

BACKGROUND

On June 16, 1998, the City Council approved a Development Agreement between the County of San Bernardino and the City of Rialto for a forty-year term, expiring in 2038. In 2013, the County of San Bernardino contracted with Athens to manage and operate the daily operations of the landfill. The County and Athens met with the City to discuss extending the operating hours to a 24-hour period. In September 2015, the County filed the entitlement application to modify the operating hours consisting of the following:

- a Conditional Development Permit to modify the existing entitlements;
- a Supplemental Environmental Impact Report;
- Air Quality Study;
- Noise Study;
- Green House Gas Study; and
- Revised Development Agreement.

The County indicates that the expansion of operating hours will not change the number of trucks that enter the City, but only the concentration of trucks at any time. Consequently, the County does not expect that the change in operating hours will increase the City's host fee collections, but it should help disburse the impact to City streets to non-peak hours.

DISCUSSION

Staff reviewed the application materials and the CEQA document. In addition, staff reviewed the performance criteria for the three Conditional Development Permits currently in effect for the project:

CONDITIONAL DEVELOPMENT PERMITS	
395	aggregate mining
396	landfill
406	asphalt batch plant

Several items remain outstanding and must be resolved prior to scheduling the project for a public hearing. A list of the items is attached as Exhibit 'A'. In addition the City Council must ensure that the conditions imposed by CDP Nos. 395, 396 and 406 are met prior to approving a new CDP for the site. A consolidated list of conditions for the site is attached as Exhibit 'B'.

The County requested a meeting regarding the status of their application. On July 14, 2016, Staff met with County of San Bernardino representatives to clarify any outstanding regulatory and policy items needed to deem the application complete and proceed with the entitlement process. Representatives from Athens were not present at the meeting at the County's request. The County informed the City of its willingness to comply with regulatory requirements. However, the County stated unequivocally that it will withdraw the application if the City insists upon a host fee increase. Before the County invested in the application revisions, it asked us the City to confirm that it would not seek a change to the current host fee.

RECOMMENDATION

Consider County's host fee posture, and direct staff to communicate the City's response so that the County can determine next steps.

Attachments:

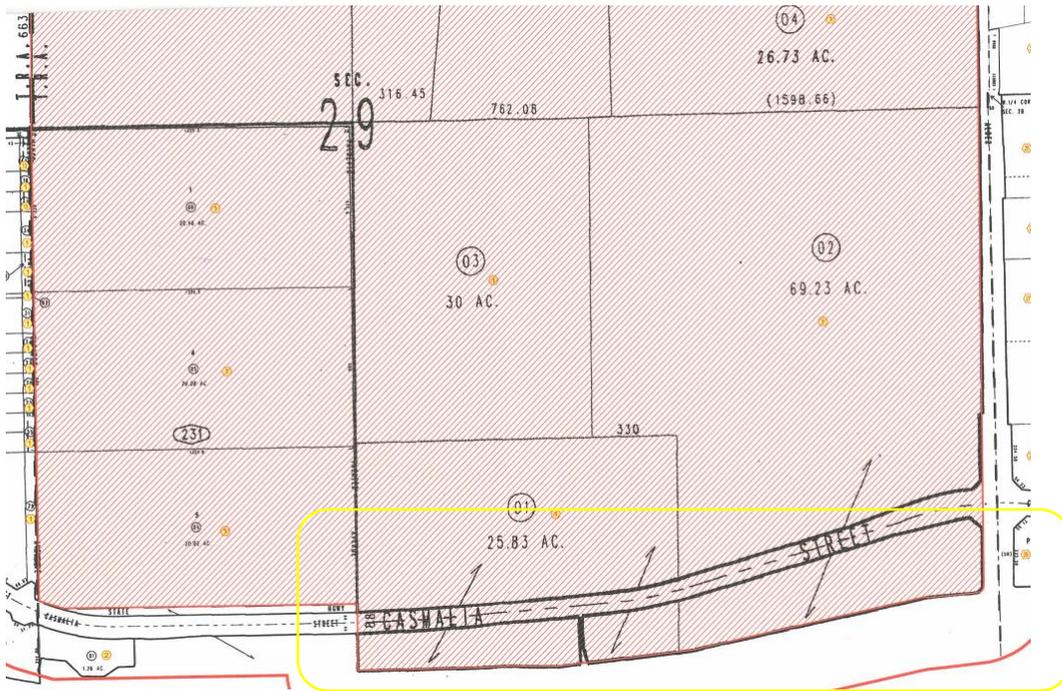
- A. Completeness review list
- B. Comprehensive list of CDP Conditions
- C. Location Map

EXHIBIT A

MID-VALLEY LANDFILL 24-HOUR EXPANSION COMMENTS

Economic Development

1. The project site consists of several parcels that will not be separated. A Parcel Map to merge the active landfill parcels and release excess land approximately 28 acres (south of Casmalia) via creation of a second parcel is desirable. All necessary dedications shall be perfected via the Map.



2. Modification of the Tipping Fee outlined in the Development Agreement is desirable.

Notification Package

1. All of the exhibits in the SEIR include Robertson's Ready Mix in the project area however it is excluded from the 300 foot radius map. A new map with the correct boundary is needed (hard-copy and PDF).

Project description

EXHIBIT A

1. The entitlement application on file with the City allows 408 acres (142 with a 266 acre expansion via CDP No. 396) but the current application represents 448 acres.
2. Height limits are specified at 60 feet in SE expansion area and 80 feet in NW and NE expansion area. The height of the landfill shall be specified in the project description with a profile/cross section exhibit drawn to scale.
3. The stockpiling area south of Casmalia is no longer valid. Property should be designated as a separate parcel through a Parcel Map and converted to the highest and best use.



4. Specify that the batch plant hours will remain at 5 days per week 50 weeks per year from 6 am to 8 pm weekdays and Saturdays from 8-5:30 in tables.
5. A forty (40) foot setback is required to be landscaped and other buffer areas per section C8 pages 36-42. A landscape plan/site plan showing 40 foot buffer is needed.

EXHIBIT A

Traffic

1. Both the environmental document and the traffic study state that the maximum number of daily truck trips will not exceed the 2500 per day cap which is the currently approved number. The study reference an expansion of hours and 140 truck trips (per Section 3.4) associated with the expansion. Without knowing the number of trips that come in now, coupled with intersection counts there is no assurance that changing the hours of operation will not have an impact on peak hour traffic at intersections leading to the facility. It is very likely that they will have an impact during the peak hour and a traffic impact analysis with current traffic counts is warranted.
2. A list of transfer stations that will be sending trucks to the facility is requested.
3. How will the number of trucks be limited to 140?
4. How many transfer trucks are being turned away for arriving after 5:00 PM as of now?
5. How many trucks enter the facility and at what times now?
6. Traffic counts at intersections along route that the 140 trucks will take is warranted.

Draft EIR

1. Add a section addressing answers to questions posed during scoping period.
2. A copy of the current operating permit is needed and a mitigation measure or condition requiring subsequent review/submittal of the permit to the City Planning Division is warranted to ensure consistency with approved entitlements.
3. In section 1-1 the location is incorrect. The landfill is southwest of I-215 and southeast of I-15.
4. In Section 1.2.3 an Amendment to the DA and the CDP is required.
5. Specify “no public trips after 5 PM on Saturday” throughout the document.
6. Use same nomenclature throughout the document to refer to public landfilling operations and non-public disposal processing for consistency throughout the document.

EXHIBIT A

7. List CDP number 396 in the Project Description in Section 3.0.
8. Project Vicinity Map and Surrounding Land Use Maps do not include portion of the project south of Casmalia.
9. Specify street address in Section. 4.1.2 and eliminate Sierra Lakes Parkway.
10. Amend document to reflect that the Project is located within the Renaissance Specific Plan and the Airport Specific Plan.
11. List Airport Specific Plan goals and polices in Section 4.1.3
12. No light and glare analysis taken from Alder or Summit. Analysis should disclose why these locations are or are not relevant. A true cross section should be used for each View. Cross sections exhibits should be full size and drawn to scale.
13. Mitigation Measure AES-1 calls for a mobile on site light tower. The potential locations of the tower should be shown or demarcated on an exhibit. The height of the tower and the method of shielding should also be called out. If the tower is mobile how do you mitigate effectively for light and glare?
14. Mitigation Measure AES-2 calls for a 15 foot berm. How does environmental analysis address daily reconstruction of berm in terms of noise, air quality, light and glare? Location of berm along with width and length should be shown on an exhibit.
15. Analysis for Air and Noise do not specify a pick-up truck. A haul truck is not listed in the tables but is referenced in the text.
16. How is the daily construction and deconstruction from the berm addressed in terms of noise and air quality (dust control measures)?
17. GHG analysis encompasses 9 hours of activity although the actual number of hours is 12. The Air and Noise analysis is based on 12 hours of activity and analysis is for 12 hours GHG should also be analyzed for 12 hours since there is no mechanism to limit hours to 9.
18. Odor is a concern Complaints about odor have skyrocketed since Athens began operations. Material in the transfer truck is sorted and collected days before, sorted and the reject comes to the landfill. With less equipment and operators on site, material may be left to the next morning to get the daily cover in place and control odor.

EXHIBIT A

Compliance with existing entitlements/Conditions of Approval

1. In the entitlement process the applicant will be asked to demonstrate compliance with existing entitlement. There are six documents that control land use at the existing facility: Development Agreement; FEIR; Addendum to the FEIR; and three Conditional Development Permits (395, 396 and 406). Prior to scheduling the request for a public hearing, compliance with the conditions of approval for the existing facility is necessary. A comprehensive list of conditions is included with this memorandum as "Attachment A".
2. Extend contract for illegal dumping as a part of these entitlements. Original contract expired on December 31, 2012 (Exhibit H of the DA).
3. Concurrence that request does not trigger modification to the Waste disposal agreement adopted December 16, 1997 between the County of San Bernardino and the City of Rialto

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Conditional Development Permit (No. 395) that 1) approves an aggregate mining operation on approximately 365 acres of land generally bounded by Highland Avenue on the south, Mango Avenue on the west, the prolongation of Summit Avenue on the north, and extending easterly of Alder Avenue and; 2) approves the Mine Reclamation Plan submitted in conjunction with the proposed aggregate mining operation, subject to the following conditions (51):

1. The aggregate mining operation proposed in conjunction with the expansion of the Mid-Valley Landfill is approved based on the Revised May 1998 Mine Reclamation Plan and supporting documents submitted to the Planning Division on May 28, 1998, with the exception that the last sentence of the first paragraph on page 6 (Introduction and Project Summary) shall be revised to read as follows:

“Material stockpiles would be limited to a maximum height of 80 feet above ground level except within the 50-acre area between future Casmalia right-of-way and the southern limit of the project, where the maximum height will be 60 feet above ground level.”

The Mine Reclamation Plan shall also be amended to comply with any additional requirements specified in the final review by the State Office of Mine Reclamation. Fifteen (15) copies of the final Mine Reclamation Plan Incorporation the revisions stated herein shall be submitted to the Planning Division for its approval prior to approval of the Precise Plan of Design for the aggregate mining operations.

2. Prior to any grading and stockpiling operations to prepare the Northwest Expansion Pit for future landfill use, the county or its operator shall obtain a grading permit from the City Engineer. As a part of this initial excavation and grading operation, there shall be no stockpiling of materials on the approximate fifty (50) acres of county-owned land located between Highland Avenue and the future alignment of Casmalia Avenue. Prior to any subsequent aggregate mining operations on the site

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- or any stockpiling of materials not associated with the initial excavation and grading operation, all of the following shall have occurred: 1) the Development Agreement shall have been approved and made effective, and the City shall have received its \$14,000,000 "Initial Payments," as referenced in section 6.1 and 6.2 thereof and; 2) Specific Plan Amendment No. 98-1 to the Rialto Airport Specific Plan shall be approved and in effect; and 3) the county or its operator shall obtain approval of a Precise Plan of Design from the Development Review Committee for all proposed project improvements (building equipment, structures public and private roads, etc.) and grading permit from the City Engineer.
3. Upon the effective date of the Development Agreement, the county shall: 1) dedicated to the city for street purposes sufficient right-of-way to provide a sixty (60') foot half-width for Alder Avenue along the portion of the site extending from Highland Avenue north to the south boundary of the processing area on the east side of Alder Avenue; and 2) dedicate to the city for street purposes sufficient right-of-way to provide a one-hundred-twenty (120') foot full-width right-of-way for the portion of Alder Avenue extending from the south boundary of the processing area to the north limit of the landfill site, which is the prolongation of Summit Avenue. The habitat set-a-side area for Riversidian Alluvial Fan Sage Scrub shall not encroach into the dedicated right-of-way for Alder Avenue. The dedication of right-of-way for Alder Avenue shall be in accordance with an alignment for the future street approved by the City Engineer and Director of Development Services.
 4. Prior to the first day that the landfill entrance is moved from Sierra Avenue to Alder Avenue, the county shall install the part-width street improvements for Alder Avenue extending from Highland Avenue north to the south boundary of the processing area. The required improvements shall provide an eighteen (18') foot-width landscaped median together with one (1) northbound and one (1) southbound travel lane in accordance with street improvement plans approved by the City Engineer. The intersection of Highland Avenue and Alder Avenue shall be fully-signalized in accordance with traffic signal plans approved by CalTrans and the City

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- Engineer. The median area shall be fully landscaped and maintained in accordance with landscape and irrigation plans approved by the Parks/Landscaped Project Coordinator.
5. Prior to the construction of the Route 30 Freeway through the project area, or upon earlier notice by the city that approved development easterly of Alder Avenue needs additional street service, the county shall complete the remaining full-width street and landscaping improvements for the west-half portion of Alder Avenue extending north from Highland Avenue to the landfill entrance in accordance with street improvement plans approved by the City Engineer and landscape and irrigation plans approved by the Parks/Landscape Coordinator. The landscaped parkway along the west side of Alder Avenue shall be annexed into the city's Landscape Maintenance District No. 1 prior to final approval of the street improvement plans. In conjunction with the overall landscaped maintenance program for the landscaped areas on the landfill site, at its option, the county may assume the maintenance of the landscaped parkway area with no assessment being placed on the county property for this purpose, provided that the landscaped parkway is continually maintained in a manner satisfactory to the Public Works Department.
 6. Upon the effective date of the Development Agreement, the county shall dedicate to the city for street purposes sufficient right-of-way to provide for an eighty-eight (88') foot full-width for Casmalia Avenue extending between Alder Avenue and the prolongation of Mango Avenue along the frontage of or through county-owned property in accordance with the final alignment of the Route 30 Freeway.
 7. Upon termination of the approved aggregate mining and processing operations within the dedicated right-of-way for Alder Avenue, the county shall install the full-width street improvements, including landscaped median and parkway areas, for the remaining portion of Alder Avenue extending through the county-owned property from the south boundary of the easterly processing area extending northerly to the prolongation of Summit Avenue. The required street improvements shall be installed in accordance with street improvement plans approved by the City

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- Engineer and landscaped and irrigation plans approved by the Park/Landscape Project Coordinator. The landscaped parkways along Alder Avenue shall be annexed into the city's Landscape Maintenance District No. 1 prior to final approval of the street improvement plans. In conjunction with the overall landscape maintenance program for the landscaped areas on the landfill site, at its option, the county may assume the maintenance of the landscaped parkway areas with no assessment being placed on the county property for this purpose, provided that the landscaped parkways are continually maintained in a manner satisfactory to the Public Works Department.
8. Upon the effective date of the Development Agreement in accordance with the provisions of the agreement, the county shall provide adequate assurances as approved by the City Administrator and City Attorney to guarantee the performance of the development requirements mandated in this permit approval.
 9. The county shall be required to do one of the following: 1) construct the additional roadway, intersection and/or signalization capital improvements to mitigate project impacts to the regional transportation system required in the approved Traffic Impact Analysis (TIA) and identified as a traffic and circulation mitigation measure in the Addendum to the Final Environmental Impact Report for the Mid-Valley Sanitary Landfill Expansion as approved by the County Board of Supervisors; or 2) enter into a reimbursement agreement with the City of Rialto for the construction of the improvements pursuant to the Development Agreement and Exhibit E attached thereto. The required traffic capital improvements identified as mitigation of project impacts shall be provided within the timeframes noted in the TIA and in conformance with the policies of the Congestion Management Program for San Bernardino County.
 10. The stacking or queuing of landfill and mining vehicle traffic on Alder Avenue is prohibited. The county or its mining operator shall provide sufficient on-site circulation and drive lanes to prevent the stacking of vehicles entering the landfill and mining operations with the public right-of-way. A detailed traffic circulation

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- plan delineating the planned on-site stacking or queuing of landfill and mining vehicle traffic shall be submitted to and approved by the Development Review Committee in conjunction with the approval of the Precise Plan of Design.
11. The removal and/or exporting of any mined aggregates or other materials from the site is prohibited until the county obtains all necessary permits from state and local agencies that are required precedent to the expansion of the Mid-Valley Landfill and there is no pending litigation concerning this Resolution, any of the other land use approvals issued for the Project, any of the other Permits issued for the Project, or the EIR. If all required permits are not obtained or if the Project is abandoned, the county shall cause any pit(s) that have been excavated for landfill purposes to be (a) re-filled with the materials stockpiled on-site and (b) revegetated, both in a timeframe and manner as approved by the City Engineer or, in lieu of (a) and (b) above, otherwise remediated in the manner and to the extent which is mutually agreeable to the City and the County.
 12. The county is permitted to temporarily stockpile aggregate materials on the fifty (50) acre land mass located on the north side of Highland Avenue and the west side of Alder Avenue as shown on the approved Mine Plan. The temporary stockpile shall be completely removed and the site returned to natural grade at the completion of all mining and aggregate processing activities within the permit area. The temporary stockpile shall be covered with vegetation as necessary to reduce dust and erosion. The maximum height of the temporary stockpile shall be sixty (60') feet above the surrounding natural grade. The base of the temporary stockpile area shall be setback a minimum of forty (40') feet from all public rights-of-way.
 13. Except as otherwise expressly provided in Section 5.16 of the Development Agreement, this Conditional Development Permit shall become wholly void, unenforceable and of no force and effect in the event of the following:
 - a. The city does not receive the \$14 million to be paid to it pursuant to Section 6.2 (1)(b) of the Development Agreement within the times as are provided in said Section 6.2 (1)(b); or

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- b. The city does not receive the adjusted extraction charge to be paid to it pursuant to Section 6.4 of the Development Agreement.
14. Within sixty (60) days after the issuance of the Solid Waste Facility Permit by the California Integrated Waste Management Board, the Business and Emergency Response Plan for the of the Mid-Valley Sanitary Landfill shall be updated as necessary to include the expansion areas and a new plan shall be developed for the aggregate production/processing portion of the project. The plan shall be submitted to the Local Enforcement Agency and the Director of Development Services for review and approval.
15. The mining operator shall keep on the site at all times a current copy of the Conditional Development Permit, Reclamation Plan, and all other agency permits relating to the mining operation. The reclamation Plan, revised to the satisfaction of the Director of Development Services to reflect changes outlined in the conditions of approval, shall be bound in a 3-ring note book and shall incorporate the approved plot plan, revegetation plan, Stormwater Permit and Stormwater Pollution Prevention Plan, financial assurances, and conditions of approval of the Conditional Development Permit. These documents shall be presented to the inspector for review at the time of any monitoring inspections.
16. The Director of Development Services shall be notified in writing within thirty (30) days from any of the following occurrences:
 - a. Inactive periods of operation for ninety (90) days or more; or
 - b. Changes of company ownership, address or telephone number during the effective time of the Reclamation Plan; or
 - c. Any changes to provisions of lease agreements or real property that will affect the approved Reclamation Plan.
17. Within ninety (90) days from the approval of this permit, the county or its operator shall monument the boundaries of the permitted area for the mining operation to the satisfaction of the City Engineer in accordance with the approved Conditional Development Permit:

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- a. At all corners;
 - b. At the beginnings, endpoints, and midpoints of all curves;
 - c. At equally spaced intervals of 500 feet maximum along curves and tangents;
18. The monuments shall be minimum of (1") inch diameter galvanized steel pipe, firmly embedded into the ground with a PVC witness pipe protruding at a minimum above-ground height of two (2') feet. The county and its operator shall maintain these boundary monuments during the term of the agreement mining and reclamation activities in accordance with the effective duration of the Development Agreement.
19. If the operation or Reclamation Plan procedures substantially change from those outlined in the approved Reclamation Plan, an amendment shall be filed with the Planning Division and approved by the Planning Commission at least thirty (30) days before such changes are made effective. A substantial change is defined as any change that would result in an increase in mining depth, area of disturbance, annual production, or term of approval by ten (10%) percent or more.
20. The total on-site aggregate extraction as a result of the approved mining operation shall not exceed 4.8 million tons per year, and the amount of all aggregates and other processed materials transported from the permit area shall not exceed 3 million tons per year. Thirty days following the conclusion of each quarter, the County shall submit to the Planning Division a written report outlining (a) the number of tons of aggregate extracted on-site during the prior quarter and the year to date, (b) the amount of aggregate and processed materials, separated by category, transported from the permit area during the prior quarter and the year to date, (c) the information required by conditions no. 31 (relating to sand and gravel spills on public roads for the prior quarter, and (d) such other information on the aggregate extraction, processing, sales and transportation as may be directed by the Planning Division.
21. During the term of this permit approval, the county or its operator shall, to the extent legally permitted, designate the property as the point of sale for sales and use tax for all retail sales of tangible personal property, including but not limited to

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- aggregate, concrete, or asphalt originating from the site. This condition shall also be a provision of any contracts entered into by the county relating to any mining activity within the permit area.
22. Mining operations shall be limited to 6:00AM to 8:00PM, Monday through Friday, and 8:00AM to 5:30PM on Saturday with no mining and/or processing activities allowed on Sundays. No processing activities may occur on site prior to 7:00AM. An exception to this requirement may be made when an emergency exists for federal, state, or local governmental contracts, Extension of emergency operations beyond seventy-two (72) hours in duration shall require the approval of the Director of Development Services.
 23. Prior to any land disturbance in the Northeast Expansion Area, the county shall:
 - a. Undertake a Phase II Site Assessment that includes soil sampling and recommendations for site remediation if required. The report shall be submitted to the City Planning Division and City Engineer, together with the Regional Water Quality Control Board and Local Enforcement Agency, for review and approval. Any remediation shall occur prior to any land disturbance within this area; and
 - b. Consult with the U.S. Fish and Wildlife Service and the California Department of Fish and Game regarding the potential impacts to the California gnatcatcher in compliance with Mitigation Measure No. 48 identified in the Summary of Mitigation Measures for the Revised Project approved by the County Board of Supervisors.
 24. Qualified personnel shall be available during preliminary site work in the Northwest Expansion Area (clearing, grubbing, surface and near surface excavations) to monitor for the presence of potentially hazardous materials. If any hazardous materials are uncovered, they shall be handled and disposed with appropriately following current regulations.
 25. Any excavations on-site at depth exceeding five (5') feet below the current ground surface shall be monitored by a qualified vertebrate paleontologist and a qualified archaeologist. Monitoring shall occur on a "spot check" basis, adjusted if needed at

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- the discretion of the supervising paleontologist and archaeologist. In the event that significant fossils or archaeological resources are found, the appropriate mitigation measures shall be followed as outlined in the Summary of Impacts and Mitigation Measures for the Revised Project contained in the Addendum to the Final Impact Report for the Mid-Valley Sanitary Landfill Expansion as approved by the County Board of Supervisors.
26. The mining operator shall set up a twenty-four (24) hour anemometer at the plant site to monitor wind speeds. If wind gusts exceed twenty-five (25) miles per hour, the operator shall terminate excavating and hauling on-site until the high wind abates. Times that the mining operations are shut down under these conditions shall be logged and included in the annual mine inspection required to be submitted to the Director of Development Services.
 27. Prior to use of the permit area in reliance on this Conditional Development Permit, the county or its Mining operator shall fund a deposit account with the Planning Division which will be used to review all required mitigation monitoring plans and reports, conduct any inspections required by this permit, and review any requests to operate past normal business hours. The account shall be initiated with a cash deposit in the sum of \$12,000.00 to provide for the first three years of the life of this permit, and a sum of \$3,000.00 in the deposit account through the expiration of the permits.
 28. On July 1 of each year, a report reviewing the past year's mining and/or reclamation and mitigation compliance activity shall be filed with the Director of Development Services by the county or its mining operator. The reporting year shall extend from June 1 through May 31 of any given year. The contents of the annual reclamations and mitigation compliance report shall include:
 - a. A current aerial photo taken between May 1 and May 31 of the reporting year. The photograph shall be presented with an identified scale and no greater than 1:400;
 - b. A map showing current advancement compared to the mine phasing plan;

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- c. Annual production (as reported by scale slips);
- d. Estimated quantity of materials used for landfill cover;
- e. Depth of pit areas;
- f. A map showing current status of all areas within the permit area including:
 - 1) Current advancement compared to the mine phasing plan;
 - 2) New disturbance within the previous 12 months;
 - 3) Areas reclaimed within the previous 12 months
 - 4) Location of test plots;
 - 5) Location of top soil stockpiles;
 - 6) Proposed new disturbance during the up-coming year;
 - 7) Identification of areas proposed for reclamation during the coming year beginning July 1.
- g. Description of reclamation activities completed during the previous year to include:
 - 1) Revegetation;
 - 2) Revegetation success for all areas which have been revegetated, but which have not yet archived revegetation success criteria;
 - 3) Vertebrate recolonization;
 - 4) Repair of areas of excessive erosion;
 - 5) A statement that all areas available for reclamation have been initiated in accordance with the approved reclamation plan;
 - 6) Date and acreage reclamation sites were:
 - a) Graded;
 - b) Top soil applied;
 - c) Seeded, mulched, fertilized, etc.;
 - d) Re-seeded;
 - 7) Results of vegetation monitoring on natural and reclaimed sites as identified in the approved reclamation plan;
 - 8) Location of seed collection areas;

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- 9) Test plots shall be evaluated for effectiveness of various treatments;
 - 10) Return of wildlife species to reclaimed areas;
 - h. Revised reclamation cost estimate and financial assurances;
 - i. Summary of mining equipment service records;
 - j. Results of noise monitoring activities;
 - k. Summary of the mining operator compliance with mitigation measures required by the Environmental Impact Report.
- Failure to file the annual reclamation and mitigation compliance report shall be grounds for issuance of a stop work order to cease all mining activities on site.
- 29. The mining operation shall be conducted in a uniform manner, with exterior slopes and floors trimmed as the mining operation proceeds. Excavation shall be conducted so as to leave them in a neat and trim manner. The final pits shall be excavated and trimmed as identified in the approved Reclamation Plan.
 - 30. Final reclaimed slopes shall be graded to a two to one (2:1) gradient, horizontal to vertical. The areas of excavation and liner construction shall be treated with water during active phases of excavation and construction grading.
 - 31. A truck and wheel washing facility shall be constructed near the exit of the aggregate plants. The facility shall be operated during all times of plant operations.
 - 32. The mining operator shall have a device on site or contract with a maintenance service that is capable of responding to sand and gravel spills on public roads. The mining operator shall check all roads used leading to and from the site, including Alder Avenue and Highland Avenue/Route 30, twice a day at intervals separated by at least four (4) hours. The county or its mining operator shall also respond to and clean spills resulting from calls received by the public related to spills within one hundred (100') feet of the entrance or exit to and from the site. A daily log will be kept noting date, time, area, source of information, and service performed.
 - 33. All unpaved aggregate and refuse haul roads, service roads and plant areas shall be treated with water at least once per every two (2) hours of active operation, and/or treated with a chemical stabilizer in sufficient quantity and frequency to maintain a

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- stabilized surface with no visible dust. Truck and mobile equipment speeds on interior haul roads shall not exceed thirty (30) miles per hour. This speed limit shall be posted on the interior haul roads.
34. Wet sweeping shall be performed on heavily-used on-site paved roads within five hundred (500') feet of the access roads for the aggregate processing plants as necessary to control on-site and track-out dust.
 35. All lighting used for the operation of the facility and mining activities shall be directed toward work areas. On-site lighting shall be adequately shielded to mitigate any adverse impacts to neighboring residentially-zoned properties and/or existing residences.
 36. In accordance with the revised noise study dated May 20, 1997 (Revised April 27, 1998), noise attenuation berms shall be constructed prior to the construction of the aggregate processing areas as follows:
 - a. North of the plant area: 21 feet in height;
 - b. Northwest of the plant area :21 feet in height;
 - c. East of the plant area: 32 feet in height.
 37. Specific erosion control measures shall be incorporated into the design and construction of the mining pits as required by the City Engineer. All drainage and erosion control structures shall be maintained free of debris and in good working order. Once the final design and engineering is completed for the landfill expansion project, the county shall coordinate the City Engineer to incorporate the proposed drainage plans for the project into the city's Master Plan of Storm Drains.
 38. Reclamation of mined lands shall be concurrent with disturbance. New disturbance acreage shall be verified annually through the submittal of aerial photographs identifying new disturbance and new reclamation.
 39. Within ninety (90) days following approval of the Reclamation Plan, the county or its mining operator shall prepare a plan for the implementation of revegetation test plots. This plan shall be prepared to this satisfaction of the Director of Development Services and shall become part of the revised reclamation plan.

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40. Each area reclaimed shall be identified on a map and names in accordance with phase (number) and order of completion (letter). All reclamation areas shall be monitored for a minimum of five (5) years following completion. Annual monitoring reports documenting reclamation activities within these reclaimed areas shall be submitted to the Director of Development Services in conjunction with the annual compliance activity report required to be filed on July 1 of each year.
41. The county or mining operator shall perform a soil analysis to determine the presence or absence of elements essential for plant growth and to determine those soluble elements that may be toxic to plants. If the results of these analysis identify nutrient deficiencies, fertilizers shall be applied to correct these deficiencies. Should elements considered to be toxic to vegetative growth be identified, additional testing shall be required to determine the lateral extent of toxic materials. Any materials identified as toxic shall be covered with at least two (2') feet of non-toxic topsoil substitute prior to seeding of the reclaimed site.
42. Reclamation of the site shall commence as soon as is feasible. Reclamation shall include the commencement of grading of all interior slopes within mine phase areas. All available reclamation areas shall be regarded and seeded within one-hundred-eighty (180) days following maximum lateral expansion in any mine phase. Prior to seeding of reclaimed lands, all surfaces shall be scarified to a minimum depth of twenty-four (24") inches and soil shall be mulched at a minimum rate of 2,000 pounds per acre.
43. Revegetation shall be deemed complete when fifty (50%) percent of species diversity and fifty (50%) percent of species density have been archived on reclaimed sites for minimum of two (2) years. Undisturbed sites shall be surveyed annually using commonly accepted survey techniques to determine the baseline for revegetation practices. The results of annual testing shall be presented in the annual report.
44. If landfilling operations do not commence within two (2) years following completion of extractive operations in any mining development phase, reclamation to open

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- space shall be required in accordance with Appendix C “Revegetation Plan” of the Mine Reclamation Plan.
45. At the time of termination of the operation for any reason, all equipment, buildings, structures, and refuse shall be removed from the site, all hazards mitigated and final reclamation initiated within ninety (90) days.
 46. All roadways which will not be retained for post-mining uses shall be reclaimed at the conclusion of mining/hauling activities.
 47. The approval of this permit is made expressly contingent on the review and approval by the City Administrator and City Attorney of cost estimates by the Department of Conservation, pursuant to Public Resources Code 2773.1. Cost estimates shall be submitted to the Department of Conservation and revised in accordance with direction from the Department of Conservation. The financial assurance mechanism must include both the City of Rialto and the Department of Conservation as obliges. The mining operator shall not be listed as an obligee. The assurance mechanism must be in one of the forms allowed by SMARA and approved by the City of Rialto. Any withdrawals made by the City of Rialto or Department of Conservation for reclamation purposes shall be redeposited by the county or mining operator within thirty (30) days or notification.
 48. The financial assurance mechanism shall be established and in place within thirty (30) days of project approval. Each year, following the annual mine site inspection, the assurance amount shall be adjusted to account for new lands disturbed by surface mining operations, inflation, and reclamation of lands accomplished in accordance with the approved reclamation plan. The financial assurance is not established to replace the operator’s responsibility for reclamation or mitigation, but to assure funding for the Mine Reclamation Plan and mitigation measures. Should the county or mining operator fail to perform or operate within all of the requirements of the approved reclamation plan, the city or Department of Conservation will follow the procedures outlines in Section 2773.1 and 2774.1 of the Surface Mining and Reclamation Act (SMARA), regarding the forfeiture of the

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- assurance and applicable administrative penalties, to bring the mining operator into compliance. The requirements for the financial assurance will terminate within the approved project, mitigation measures and final Reclamation Plan have been completed.
49. The county shall agree to defend, at the county's sole expense, any action brought against the City of Rialto, its agents, officers or employees, because of or related to the issuance of this approval. The county shall reimburse the City of Rialto, its agents, officers, or employees for any court costs and attorney's fees that are required by a court as a result of such action. The City of Rialto may, as its sole secretion, participate at its own expense in the event of any such action, but such participation shall not relieve county of its obligation under this condition.
 50. Approval of this Conditional Development Permit and Mine Reclamation Plan shall become null and void if the occupancy, use of the land or structures authorized by the permit approval has not taken place within thirty-six (36) months after the effective date of the permit approval. Where circumstances beyond the control of the county or mining operator cause delays which do not permit compliance with the time limitation established in the section, the City Council may grant an extension of time for a period not to exceed an additional thirty-six (36) months. A written application for an extension of time, stating the specific reason for the requested extension, shall be filed together with a fee as established by the City Council not less than thirty (30) calendar days before the expiration of the Site Approvals. The county shall be responsible for initiating extension request.
 51. If there is a failure to conform with all conditions of approval and final approved site development plans, the Planning Commission may initiate proceedings to revoke the conditional development permit if compliance cannot be maintained.
 52. The application shall at all times carry out the design, construction, and operation of the activities undertaken pursuant to this permit in substantial conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of San Bernardino, the city,

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or any other political subdivision in which the activities undertaken pursuant to this permit are located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the activities, the city or the applicant, including all applicable federal, state, and local occupation, safety, and health laws, rules, regulations, and standards, city permits and approvals, building, plumbing, mechanical, and electrical codes, as they apply to the applicant, and all provisions of the city and its Municipal code (as they apply to applicant) and all applicable disabled and handicapped access requirements including, without limitation, the Americans With Disabilities Act. 42 U.S.C. 12101 et seq., Government Code 4450 et seq., and the Unruh Civil Rights Act, Civil Code 52 et seq.

Conditional Development Permit (No. 396) to expand the Mid-Valley Sanitary Landfill operation on approximately 266 acres of land generally bounded by Highland Avenue on the south, Mango Avenue on the west, the prolongation of Summit Avenue on the north and Alder Avenue on the east, subject to the following conditions (43):

1. Unless otherwise apparent from the context, the term “Permittee” shall include the County of San Bernardino (“County”), application and any other person, corporation, or other entity making use of this conditional use permit for the operation of the Mid-Valley Landfill.
2. The permittee shall defend, indemnify and hold harmless the City, its agents, officers, and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009 or other applicable time period. The City shall promptly notify the permittee of any claim, action or proceeding and the County shall be responsible to fully defend the City against the same.
3. This approval will terminate upon completion of the approved fill design as depicted in the Reclamation Plan approved for the Mid-Valley Sanitary Landfill expansion. Permittee is authorized and required to continue environmental management

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- facilities such as operation of gas recovery and energy systems, for closure or post closure maintenance required by all applicable federal, state and local agencies.
4. Prior to the installation of the required liner in Unit 3 and disposal of refuse, the County shall obtain a variance from the requirements of Section 40060 of the Public Resources Code from the Regional Water Quality Control Board and all necessary permits from federal, state and local agencies. In addition, no mined materials from Unit 3 shall be used for daily cover or to support other landfill activities until all necessary permits are obtained to expand the landfill footprint, unless otherwise agreed to by the city pursuant to Section 5.15 of the Development Agreement between the City of Rialto and the County of San Bernardino, considered by the City Council concurrently with the Resolution (“Development Agreement”).
 5. If any provision of this approval is challenged by the permittee and held or declared to be invalid by a court of competent jurisdiction, this approval shall be void and the privileges granted hereunder shall be void, including the expansion of the landfill.
 6. Property Owner shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability: (1) for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage, which may arise from the direct or indirect operations of the Property Owner or their contractors, subcontractors, agents, employees, or other persons acting on their behalf which relate to the Project or the Property; and (2) from any claim that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from the Development Agreement, which shall include but not be limited to claims, actions and causes of action, of whatever kind of nature (including without limitation, any statutory, civil or administrative claim), whether known or unknown suspected or unsuspected, fixed or contingent, apparent or concealed, in any way based on, arising out of or related to or connected with any alleged acts or omissions of the City or Owner or their respective agents relating to soil conditions, groundwater, quality, leachate, or the alleged disposal or discharge

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of hazardous wastes, substances or materials on, in, under or from the Property. This indemnity shall not apply to willful, deliberate, or grossly negligent delivery, by the City, of hazardous substances or hazardous waste to the Landfill. This indemnity shall also not apply to (i) vehicle accidents caused by City vehicles at the Landfill, or (ii) City generated hazardous waste not accepted for disposal at the Landfill. Property Owner shall pay all costs for the defense of the City and its officers, agents, employees, consultants, special counsel, and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Property Owner's actions in connection with the Project or to the Property, any claims arising out of the Development Agreement or any approval or certification by the City relating to the Project. This hold harmless applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this section or due by reason of the terms of , or effects, arising from the Development Agreement or any approval or certification by the City relating to the Project or to the Property, regardless of whether or not the City prepared, supplied or approved the Development Agreement, plans or specifications, or both for the Project or the Property. The Property Owner shall indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of the Development Agreement or any approval or certification by the City relating to the Project or to the Property, or asserting that damages, just compensations, restitution, judicial or equitable relief is due to personal or property rights by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. The parties shall meet and confer to select a single attorney to act as special counsel; in the event the parties cannot agree on the attorney or a conflict of interest arises which precludes the use of a single attorney, each party shall select its own attorney to act as special counsel.

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7. Should the County not obtain all necessary permits to commence operation of the expanded landfill, then this Conditional Development Permit shall be wholly void, unenforceable and of no force and effect.
8. Except as otherwise expressly provided in Section 5.16 of the Development Agreement, this Conditional Development Permit shall become wholly void, unenforceable and of no force and effect in the event of the following:
 - a. The city does not receive the \$14 million to be paid to it pursuant to Section 6.2(1)(b) of the Development Agreement within the times as are provided in said Section 6.2 (1)(b); or
 - b. The city does not receive the adjusted extraction charge to be paid to it pursuant to Section 6.4 of the Development Agreement.
9. The subject property shall be developed, maintained and operated in full compliance with the conditions of approval and any law, statute, ordinance or other regulation applicable to any development or activity on the subject property, including but not limited to those permits issued by the following agencies:
 - a. The Local Enforcement (LEA) and the California Integrated Waste management Board (CIWMB).
 - b. The Santa Ana Regional Water Quality Control Board (SARWQCB).
 - c. The South Coast Air Quality Management District (SCAQMD).

Failure of the County to cease any development or activity not in full compliance shall be a violation of these conditions and subject to enforcement actions and penalties as provided by law by those agencies or by the City.
10. The County shall contribute its fair share, as set forth in the approved Traffic Impact Analysis (TIA) for the cost of maintaining appropriate roadway and intersection Levels of Service (LOS), (LOS D in the City of Rialto, LOS C in unincorporated areas and the City of Fontana). In addition, the County shall make said contributions within the timeframes listed in the approved TIA.

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11. Prior to the first day that the entrance to the Landfill moves from Sierra Avenue to the intersection of Alder and Highland Avenues, or disposal of solid waste in a lined cell of the expanded landfill of January 1, 2000, whichever events occurs first, the County shall acquire and dedicated to the City of Rialto, a 40 foot wide partial right-of-way for Alder Avenue from Highland Avenue southerly to Base Line Road. By January 1, 2000 the County shall fully improve two paved travel lanes from Highland Avenue to Base Line Road.
12. The County shall pay on an annual basis the City an amount equal to its fair share contribution for the maintenance of public right-of-way that has been damaged by the operations of the landfill/mining operations. The City Engineer shall every two years compute this fair share payment in accordance with its standard practices, and submit an invoice for this amount to the County. The county shall pay this amount within (30) days of its receipt of this annual invoice.
13. The County or its operator shall on a weekly basis pick-up illegally dumped refuse up to twenty-five (25) feet from the pavement edge along the following street frontages:
 - a. Highland Avenue – Along the north side of Highland Avenue from Laurel Avenue extending westerly to Palmetto Avenue.
 - b. Highland Avenue – Along the south side of Highland Avenue from Laurel Avenue westerly to Palmetto Avenue.
 - c. Laurel Avenue – Both sides of Laurel Avenue from Highland Avenue extending southerly to Base Line Road.
 - d. Palmetto Avenue – The east side of Palmetto Avenue, extending $\frac{3}{4}$ mile south of Highland Avenue.

Twice a year, the County will undertake a comprehensive clean-up of the area surrounding the landfill, which will involve the above streets and including Base Line Road, situated between Laurel Avenue and the westerly city limits, Locust Avenue and Casmalia Street, lying westerly of Locust Avenue to Cedar Avenue. The City shall be notified two weeks prior to this comprehensive clean-up in order to coordinate

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any joint efforts. The City will use its best efforts to work with the County or its operator to obtain private property owner consent in this clean-up program, without which consent the County will not be required to enter upon any particular non-consenting, private property.

14. The County shall adhere to all requirements of the approved Landfill Expansion Development Agreement executed by and on behalf of the City Council and County Board of Supervisors. Upon any termination of said Development Agreement, this Permit shall become null and void except as expressly provided in Section 5.16 of said Development Agreement.
15. Notice is hereby given that violation of this approval is a misdemeanor pursuant to the Rialto Municipal Code. The City, may after conducting a public hearing pursuant to the Rialto Municipal Code, revoke or modify this permit based on findings that the County has violated these conditions or conducted the landfill operation so as to be detrimental to the public health, safety or welfare.
16. This approval allows the continued operation and expansion of a Class III landfill together with certain ancillary and related activities, as enumerated herein, subject to the following restrictions as to use:
 - a. The County/permittee shall not contact to receive, nor receive and dispose within the landfill area any hazardous waste or radioactive waste/material.
 - b. The County/permittee shall not extend any portion of the landfilling operation above the plane or outside of the surface area of the fill design as established in the approved Reclamation Plan. "Landfilling operation" refers to that portion of the subject property in which waste is to be permanently placed and then buried under daily, interim and final cover material. The maximum height of the finished grade of the landfill expansion area shall be 100 feet above the natural grade of surrounding properties. This maximum height restriction is in compliance with height restrictions established by Federal Aviation Administration requirements.

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- c. The maximum footprint of the landfill operation shall not extend beyond the acreage as depicted on the approved Reclamation Plan.
 - d. The County shall only excavate cover material from areas shown on the approved Reclamation Plan. This condition does not prohibit excavations outside of those areas for the purposes of constructing drainage structures or noise abatement devices, performing work necessary to abate hazards to public or private property, or assuring slope stability.
17. The maximum amount of solid waste delivered to the landfill shall not exceed 7,500 tons per day as assessed in the Final Environmental Impact Report and Addendum prepared and certified by the County of San Bernardino for the expansion of the Mid-Valley Landfill. During those days or periods when the landfill would regularly meet the daily maximum landfill tonnage limit, the permittee shall implement a program to avert inadvertent landfill trips and illegal disposal by scheduling regular users, such as commercial and municipal haulers, and reserving landfill capacity for small commercial and private users.
18. The subject property may be used for the following accessory uses and structures consistent with the landfill operation:
- a. Administrative offices and employee facilities associated with the landfill as waste collection, handling and processing operations; and
 - b. Facilities necessary for the collection, disposal, utilization and distribution of landfill gases as required and/or approved by the South Coast Air Quality Management District; and
 - c. Structures, maintenance sheds, or storage lots for any machinery and equipment used exclusively for the landfill operation; and
 - d. On-site waste diversion and recycling facilities.
19. The permittee shall provide sufficient sanitary facilities, as required by the Local Enforcement Agency.
20. The permittee shall open the landfill for receipt of solid waste from 7:00AM to 5:30PM, seven days a week excepting those holidays observed by the Landfill

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- permittee at all other County-owned landfills. Landfill operations such as site preparation, the application of cover, and waste processing shall only be conducted between the hours of 6:00AM and 9:00PM, seven days a week. Landfill liner construction for Unit 3 is permitted 24 hours a day, seven days a week. Liner construction for Units 4 and 5 hours of operation shall be limited to 6:00AM to 9:00PM, seven days a week. The Local Enforcement Agency may, subject to notification of the City, approve extended hours of operation to respond to a State or Federally declared emergency.
21. The final landfill slopes shall be concurrently reclaimed and revegetated within 90 days of completion. If directed by the Local Enforcement Agency, a permittee shall install a temporary vegetation cover on all slopes and other areas that are to remain inactive for a period longer than 90 days.
 22. To the extent possible, revegetation shall blend with species indigenous to the area and be drought tolerant and shall be capable of rapid establishment. Plant selection shall not include exotic, invasive species as determined by the United States Fish and Wildlife Service and the California Department of Fish and Game.
 23. The permittee shall utilize the most effective available technology and methodology to eliminate fugitive dust emissions which may be a nuisance or hazard to adjacent populated areas, in addition, the permittee shall comply with dust control regulations approved by the Local Enforcement Agency and the rules for dust abatement of the South Coast Air Quality Management District.
 24. The permittee shall employ the most effective available technology and methodology to prevent litter which enters the area under the permittees' control in program shall include, unless otherwise provided by the Local Enforcement Agency:
 - a. Landfill personnel shall patrol the access road to the scales during operating hours and remove any landfill litter.
 - b. Landfill personnel shall immediately detain improperly covered or contained loads which may result in a significant release of litter and correct the condition before the load proceeds into the landfill.

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- c. The permittee shall install litter fences in the operating area, as needed and deemed necessary by the Local Enforcement Agency.
 - d. All debris found on or along the entrance and working face access road shall be immediately removed by landfill personnel.
25. The permittee shall post and/or maintain a sign at the entry gate which indicates the following:
 - a. The name and telephone number where persons may contact the permittee to register complaints regarding landfill operations on a twenty-four hour basis;
 - b. The name and telephone number of the Local Enforcement Agency; and
 - c. The telephone number of the enforcement offices of the South Coast Air Quality Management District.
26. The permittee shall implement and/or maintain a comprehensive waste load checking program to exclude disposal of hazardous wastes and radioactive material at the landfill which shall comply with the requirements of the Local Enforcement Agency, the State Environmental Protection Agency and the Regional Water Quality Control Board.
27. The permittee shall post and maintain notices at prominent locations at the landfill to inform waste haulers of the rules governing the disposal of hazardous waste and radioactive wastes
28. The permittee shall maintain and implement effective vector control measures as directed by the Local Enforcement Agency.
29. The permittee shall install drainage structures and comply with all other drainage requirements of the Regional Water Quality Control Board and the City Engineer. All permanent drainage structures, including sedimentation basins, shall be designated and constructed so as to accommodate storm drainage runoff from a one hundred year storm. The landfill and drainage structures shall in all cases be designed so as to cause surface water to be diverted away from the disposal area. The permittee shall also comply with any applicable National Pollutant Discharge Elimination System Permit requirements in effect at the time of landfill expansion.

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30. The permittee shall continue to test ground water monitoring wells as required by the Regional Water Quality Control Board and continue to correct or prevent contamination which may affect ground water quality. Any testing or remedial actions deemed necessary by the Regional Water Quality Control Board to correct or prevent contamination or to determine the existence of any contamination from the existing landfill operated by the permittee which in the opinion of the Regional Water Quality Control Board should be completed or guaranteed before commencement of the landfill expansion shall be completed or guaranteed by the permittee before commencement of the landfill expansion to the satisfaction of the Regional Water Quality Control Board.
31. The permittee shall install and maintain containment (liner) systems and leachate collection and removal systems as required and approved by the Regional Water Quality Control Board or responsible agency having jurisdiction over containment systems. Containment shall equal or exceed the specification set forth in the final environmental impact report for the project.
32. The permittee shall maintain on-site fire response capabilities, construct access roads, provide water tanks, water mains, fire hydrants and fire flows and perform brush clearance to the satisfaction of the City Fire Department.
33. All on-site fuel storage tanks shall be installed and necessary containment and air quality controls provided by the permittee in accord with the requirements of the City Fire Department, the Regional Water Quality Control Board, and the South Coast Air Quality Management District.
34. The permittee shall implement and maintain all necessary measures to ensure that noise emissions from the landfill operations comply with noise standards of the City of Rialto General Plan and the revised noise study prepared for the Final Environmental Impact and Addendum prepared and certified by the County of San Bernardino for the expansion of the Mid-Valley Sanitary Landfill. Specifically, the permittee shall insure that all landfill/construction equipment is properly muffled

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- and limit landfill operating hours as specified in other conditions of approval issued for the Mid-Valley Landfill project.
35. Unless otherwise provided by the South Coast Air Quality management District, the permittee shall install and maintain the best available control technology landfill gas collection system in compliance with the requirements of the South Coast Air Quality Management District. The permittee shall also control the lateral migration of gases to the satisfaction of the Local Enforcement Agency and the South Coast Air Quality Management District.
 36. The permittee shall operate the landfill in a manner which conserves water, including the use of reclaimed waste water to the extent feasible.
 37. The Local Enforcement Agency shall have the authority to order the immediate cessation of landfilling or other activities at the site if it determines that the health, safety and/or welfare of residents may be jeopardized by such activities.
 38. The permittee shall implement programs to identify and conserve any significant archaeological and paleontological materials which may be present, as described in the environmental impact report for the project. The recovery and conservation shall be supervised and reported upon as set forth in the environmental impact report.
 39. The permittee shall implement and otherwise comply with all provisions of the mitigation monitoring program established by the Final Environmental Impact Report and Addendum.
 40. Prior to issuance or approval of the solid waste facility permit (SWFP) by the California Integrated Waste Management Board, the County shall submit a fill plan, including detailed cross-sections, to the City Engineer for his/her review and approval. The fill plan shall be accompanied by a "geotechnical/soils report" which demonstrates the feasibility of the proposed fill plan. The County shall be responsible for funding the City's third party geotechnical review of that "fill plan" and "geotechnical and soils report". The report will include slope stability analysis

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- and shall demonstrate compliance with professionally accepted standards established for both static and seismic conditions.
41. Prior to the issuance or approval of an amended solid waste permit, by the California Integrated Waste Management Board, the County Shall demonstrate compliance with the funding requirements established by Title 14 and Title 23 with respect to financing landfill closure and post-closure maintenance.
 42. The County shall establish written performance standards to assess compliance with the conditions of this conditional development permit. In addition, this conditional, development permit including a review of the effectiveness of the compliance program shall be reviewed by the City every five (5) years. The city may revoke, amend or take no action on the conditional development permit.
 43. Applicant shall carry out the design, construction, and operation of the activities undertaken pursuant to this permit in substantial conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States , the State of California, the County of San Bernardino, the City or any other political subdivision in which the activities undertaken pursuant to this permit are located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the activities, the City or the applicant, including all applicable federal, state, and local occupation, safety and health laws, rules, regulations and standards, applicable prevailing wage requirements, the City zoning and development standards, City permits and approvals, building, plumbing, mechanical, and electrical codes, (as they apply to the applicant), and all applicable disabled and handicapped access requirements, including with limitation, the Americans With Disabilities Act 42 U.S.C. Section 12101 et seq., Government Code Section 4450 et seq., and the Unruh Civil Rights Act, Civil Code Section 52 et seq.

Conditional Development Permit (No. 406) to allow the construction and operation of an asphalt batch plant as part of the Mid-Valley Landfill project to be located on the east side of Alder Avenue and situated approximately one-half north of Highland Avenue, subject to the following conditions (21):

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1. Unless otherwise apparent from the context, the term “Permittee” shall include the County of San Bernardino (“County”), applicant and any other person, corporation, or other entity making use of this conditional use permit for the operation of the asphalt batch plant.
2. The permittee shall defend, indemnify and hold harmless the City, its agents, officers, and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65907 or other applicable time period. The City shall promptly notify the permittee of any claim, action or proceeding and the County shall be responsible to fully defend the City against the same.
3. Should the City: (a) not receive the \$14 million to be paid to it pursuant to Section 6.2(1)(b) of the Development Agreement between the City of Rialto and the County of San Bernardino (“Development Agreement”) within the times as are set forth in said Section 6.2(1); or (b) not receive the adjusted extraction charge to be paid to it pursuant to Section 6.4 of the Development Agreement, then except as provided in Section 5.16 of the Development Agreement, this conditional development permit shall be wholly void, unenforceable and of no force and effect and asphalt batch operations shall cease operations.
4. If any provision of this proposal is challenged by the permittee and held or declared to be invalid by a court of competent jurisdiction, this approval shall be void and the privileges granted hereunder shall be void, including the operation of an asphalt batch plant.
5. This approval is granted for the conceptual layout of the plant, based upon the plot plan submitted to the Planning Division on June 4, 1998. Prior to construction of the asphalt batch plant, the permittee or operator shall file for and receive approval of a Precise Plan of Design from the City’s Development Review Committee. The operation of the asphalt batch plant shall be consistent with the approved Precise Plan of Design.

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6. The permittee or operator shall not operate the asphalt batch plant beyond the hours of operation indicates in the Final Environmental Impact Report and Addendum prepared and certified by the County for the expansion of the Mid-Valley Landfill. Specifically, hours of operation cannot exceed 6:00AM to 8:00PM, Monday through Friday. Occasional Saturday hours shall not exceed 8:00AM to 5:30PM. The yearly plant operating days should not exceed 250 days per any calendar year. Asphalt batch plant operations will be terminated upon the termination of the mining and aggregate processing operations.
7. Prior to the issuance of building permits, and commencement of operations the permittee or operator shall obtain all necessary permits and approvals to construct and operate from the South Coast Air Quality Management District, the County of San Bernardino Environmental Health Services Department, the City of Rialto Fire Department and all other agencies as required.
8. Trucks transporting asphalt materials from the site shall be covered, to prevent spillage.
9. The use or storage of any hazardous or flammable materials shall comply with the requirements of the Fire Department and must be in compliance with Article 80 of the National Uniform Fire Code. Storage of such materials shall conform with all requirements of the City's Industrial Waste Ordinance.
10. A water supply system shall be installed capable of providing the required fire flow for the proposed type of development as per requirements of the applicable Uniform Fire Code. On-site fire hydrants shall be installed as required prior to the construction phase of the development as per City Ordinance No. 758 (on-site fire protection). Plans for the on-site water system shall be approved by the Fire Department prior to the issuance of building permits. The on-site water system shall be maintained and operated in accordance with the approved plans.
11. The grading for the asphalt batch plant project shall conform with the City's Grading Ordinance. An engineered precise grading plot plan shall be submitted to the Engineering Division for approval prior to the issuance of building permits. All

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- grading for the asphalt batch plant shall be conducted pursuant to the approved grading plans.
12. The County shall contribute its fair share, as set forth in the approved Traffic Impact Analysis (TIA), for the cost of maintaining appropriate Levels of Service (LOS) (LOS D in the City of Rialto, LOS C in unincorporated areas of the City of Fontana). Additionally, the County shall make said contributions within the timeframes listed in the approved TIA.
 13. The County shall pay to the City on an annual basis an amount equal to its fair share contribution for the maintenance of public right-of-way that has been damaged by the operations of the landfill/mining/batch plant operations. The City Engineer shall every two years compute this fair share payment in accordance with its standard practices, and submit an invoice for this amount to the County. The County shall pay this amount within thirty (30) days of its receipt of this annual invoice.
 14. The County shall adhere to all requirements of the approved Development Agreement executed by and on behalf of the City and County Board of Supervisors. Upon any termination of said Development Agreement, this permit shall become null and void except as expressly provided in Section 5.16 of said Development Agreement.
 15. Notice is hereby given that violation of this approval is a misdemeanor pursuant to the Rialto Municipal Code. The City, may after conducting a public hearing pursuant to the Rialto Municipal Code, revoke or modify this permit based on findings that the County has operated the asphalt batch plant in violation of the terms and conditions of this conditional development permit.
 16. The asphalt batch plant shall not exceed the production of 250,000 cubic yards of asphalts products per year, as assessed in the Final Environmental Impact Report and Addendum prepared and certified by the County of San Bernardino for the expansion of the Mid-Valley Landfill.
 17. The permittee shall utilize the most effective available technology and methodology to eliminate fugitive odor emissions. The permittee shall comply with odor

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abatement rules and regulations of the South Coast Air Quality Management District.

18. The permittee shall implement and maintain all necessary measures to ensure that noise emissions from asphalt batch plant operations comply with noise standards of the City of Rialto General Plan. Specifically, the permittee shall insure that all batch plant and construction equipment is properly muffled and limit processing hours as specified in any other conditions of approval issued for the Mid-Valley Landfill project.
19. The permittee shall implement and otherwise comply with all provisions of the mitigation monitoring and compliance program set forth in the Final Environmental Impact Report certified by San Bernardino County and Addendum, considered by the San Bernardino Board of Supervisors on June 9, 1998.
20. The County shall establish written performance standards to assess compliance with the conditions and terms of this conditional development permit which shall be submitted within 60 days to the Planning Division for its approval in addition, this conditional development permit including a review of the effectiveness of the compliance program shall be reviewed by the City every five (5) years. The City may revoke, amend or take no action on the conditional development permit.
21. Applicant shall at all times carry out the design, construction, and operation of the activities undertaken pursuant to this permit in substantial conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of San Bernardino, the city or any other political subdivision in which the activities undertaken pursuant to this permit are located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the activities, the City or the applicant, including all applicable federal, state, and local occupation, safety, and health laws, rules,

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regulations and standards, applicable prevailing wage requirements, the City zoning and development standards, City permits and approvals, building, plumbing, mechanical, and electrical codes, as they apply to the applicant, and all provisions of the City and its Municipal Code (as they apply to the applicant) and all applicable disabled and handicapped access requirements, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., Government Code 4450 et seq., and the Unruh Civil Rights Act, Civil Code 52 et seq.

Location Map



CITY OF RIALTO PLANNING DIVISION

Mid-Valley Landfill



North