

CIVIL COVER SHEET
of 1

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

IMPERIAL VALLEY COMPUTER MANUFACTURING,
L.L.C. a California limited liability company

(b) County of Residence of First Listed Plaintiff Riverside
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Law Offices of Sebastian Rucci, P.C.; 16400 PCH, Suite
212, Huntington Beach, CA 92649; Ph. 562-901-0199

DEFENDANTS

CITY OF IMPERIAL, a California municipal corporation

County of Residence of First Listed Defendant Imperial
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'26CV128 JLS BJW

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☒ 1 | Incorporated or Principal Place of Business In This State | ☒ 4 | ☒ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☒ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. 1983

Brief description of cause:

(1) Violation of Procedural Due Process; (2) First Amendment Retaliation; (3) Equal Protection Class of One Claim; and (4) Municipal Liability

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
10,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

1/09/2026

Sebastian Rucci

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

EXHIBIT 1

Email to City Site Plans (1-17-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Initial Data Center Site Plan Drawings and Videos

2 messages

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Jan 17, 2025 at 4:59 AM

To: Omora@cityofimperial.org, DDale@imperial.ca.gov

Cc: tom@dubosedesigngroup.com

Good Morning, Othon and David,

We are progressing with our data center project and wanted to share some initial drawings. I have attached the latest data center site plan. We also have an alternative site plan with a much larger substation area (26 acres). It is still in its initial drawings, so we are not sure which one [REDACTED] will select, but your comments on any glaring issues would be appreciated. Also attached are some 3D sketches.

The following email is separated due to size. It is a video of Data Center Site #1. Tom Duboise is doing site work on the project and will soon have more detailed site plan drawings. I will keep you updated with additional videos as they are created. But for now, our concept is being formulated, and your initial comments would be greatly appreciated. Tom and I can come to you anytime that works best for you to talk about your initial observations.

Thank you.

Sincerely,

Sebastian
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com

3 attachments

 **Data Center (1-16-25).pdf**
4421K

 **Data Center Alternative (1-16-25).pdf**
6039K

 **Building Sketches (1-16-25).pdf**
2299K

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Jan 17, 2025 at 5:05 AM

To: Omora@cityofimperial.org, DDale@imperial.ca.gov

Cc: tom@dubosedesigngroup.com

 3D Animation of Data Center (1-16-25).mp4

Attached is a video of Data Center Site #1 (the 95 acres in the City of Imperial)

Imperial Valley Data Center Campus (1-16-25)







EXHIBIT 2
Email to City - Meeting Plans;
Reclaimed Water
(2-28-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Pre-Application Meeting for Data Center

9 messages

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Feb 28, 2025 at 11:17 AM

To: Omora@imperial.ca.gov, DDale@imperial.ca.gov, communitydevelopment@imperial.ca.gov

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Hector Casas <Hector@ruccilaw.com>, gary@ruccilaw.com

Bcc: Hector Casas <HjCasas@icloud.com>, Gary Messina <gmessina5@gmail.com>

Good Morning, Othon and David,

We are finally ready to proceed with submitting for the data center. I've attached our site plan for the data center project for Site #1—the 95 acres at Imperial and Aten Road.

Please schedule a pre-application meeting at your convenience to discuss compliance and purchasing reclaimed water, etc. I can update you at the meeting on our progress since our last in-person meeting.

In the following emails, building sketches and animation videos are attached. I separated them due to size.

Please let me know what day next week works best for you. We are excited to make a formal submittal after our meeting. Thank you.

Sincerely,

Sebastian Rucci
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com



Data Center Site Plan (2-28-25).pdf

1320K

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Feb 28, 2025 at 11:18 AM

To: Omora@imperial.ca.gov, DDale@imperial.ca.gov, communitydevelopment@imperial.ca.gov

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Hector Casas <Hector@ruccilaw.com>, gary@ruccilaw.com

Attached are building sketches and three-dimensional plans

[Quoted text hidden]

2 attachments



Building Sketches (2-09-25).pdf

5411K



Three Dimmension Plans (1-29-25).pdf

14769K

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Feb 28, 2025 at 11:19 AM

To: Omora@imperial.ca.gov, DDale@imperial.ca.gov, communitydevelopment@imperial.ca.gov

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Hector Casas <Hector@ruccilaw.com>, gary@ruccilaw.com

Attached are three animations of the data center campus.

(1) Animation overlayed on drone footage,

- (2) animation of building #1 (250 MW on 95 acres), and
(3) animation of all three contiguous buildings in the Imperial and Aten Road area.



Animation with Drone Footage (2-20-25).mp4



Animation Building No. 1 (2-09-25).mp4



Animation All Three Buildings (1-29-25).mp4

On Fri, Feb 28, 2025 at 11:17 AM Sebastian Rucci <sebastian@ruccilaw.com> wrote:

Yvonne Cordero <ycordero@imperial.ca.gov>

Fri, Feb 28, 2025 at 1:48 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>, Othon Mora <omora@imperial.ca.gov>, David Dale <ddale@imperial.ca.gov>

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Hector Casas <Hector@ruccilaw.com>, "gary@ruccilaw.com" <gary@ruccilaw.com>

Good Afternoon Mr. Rucci,

We look forward to working with your team on this exciting project. I can arrange a pre-application meeting for next week. Our staff is available:

Tuesday 3-5pm

Thursday 8am-12pm and 3-5pm

Please advise of your team's availability and I will follow up with a meeting invite.

Best Regards,



YVONNE CORDERO
PLANNER

ycordero@imperial.ca.gov

Community Development Department

400 S. Imperial Avenue, Suite 101

Imperial, CA 92251

(760)355-3326

EXHIBIT 3

City email - Site Plan Application (3-04-25)



Sebastian Rucci <sebastian@ruccilaw.com>

SPR 25-03 IV Computer Manufacturing LLC

1 message

Yvonne Cordero <ycordero@imperial.ca.gov>

Tue, Mar 4, 2025 at 4:29 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>, Hector Casas <Hector@ruccilaw.com>

Cc: Othon Mora <omora@imperial.ca.gov>, Lorena Galindo <lgalindo@imperial.ca.gov>, Tom DuBose <tom@dubosedesigngroup.com>

Good afternoon,

Attached please find the executed Planning Application for Site Plan Review 25-03 for your records.

Best Regards,

**PLEASE NOTE MY EMAIL ADDRESS HAS CHANGED**

 **Planning Application.pdf**
813K



Planning Application

Community Development Department
400 South Imperial Avenue, Suite 101
Imperial, CA 92251
Phone (760) 355-1152 | Fax (760) 355-4718

Permit Number _____

Applicant/Owner Information

Applicant: Imperial Valley Computer Manufacturing, LLC
Contact Person: Tom Dubose (Authorized Agent)
Mailing Address: 1065 West State Street, El Centro, CA - 92243
Email: tom@dubosedesigngroup.com / annette@dubosedesigngroup.com
Phone: (760) 353-8110

Owner Name(s):
Imperial Valley Computer Manufacturing, LLC
16400 PCH, Suite 212,
Mailing Address: Huntington Beach, CA 92649
Email: sebastian@ruccilaw.com
Phone: (760) 353-8110

Permit Information

Administrative Review

- ☐ Lot Line Adjustment
- ☐ Parcel Map Waiver
- ☐ Downtown Architectural Permit
- ☐ Off-Site Improvements
- ☐ Temporary Use Permit
- ☐ Temporary Use Permit for Mobile Food Facility
- ☐ Other _____

Commission/Council Review

- ☐ Zoning & Code Text Amendment
- ☐ Zone Change / Pre-Zone
- ☐ General Plan Amendment
- ☐ Planned Unit Development
- ☐ Specific Plan / Specific Plan Amendment
- ☐ Variance
- ☐ Conditional Use Permit
- ☐ Land Use Classification
- ☐ Tentative Map
- ☐ Annexation
- ☒ Other Site Plan Review

Project Information

Project Location (address):
385 W. Aten Road, Imperial CA 92251
Existing Zoning: C-2
Proposed Zoning: C-2

Assessor's Parcel Number(s):
044-220-035-, 049, -059, -065, -056
Parcel/Lot Size: 94.54
Building Sq Ft: TBD

Detailed Project Description (attach additional sheets if necessary):

Preliminary Site Plan Review for proposed Imperial Valley Data Center Campus.

Filing Fees

Every application, request for permit, or request for a planning review or service procedure to the Community Development Department shall include a fee and deposit as prescribed herein. The department shall not accept or receive any such request without the proper fee, and no fee shall be waived by the department.

Use/ Cost of Consultants

The Community Development Department, at the discretion of the Community Development Director, may use or employ outside independent consultants to assist in processing applications, conduct special studies or provide expertise not available within the department.

The cost for such consultants shall be a charge against the project and is in addition to the City's fees. As consultant fees are paid, the applicant may be required to maintain the deposit at a level determined by the Community Development Director. Failure to maintain the required deposit shall result in a cessation in the processing of the subject application. The City shall return that portion of the deposit, if any, remaining at project completion. In accordance with City policy to ensure cost recovery, staff time spent on these projects will be tracked, and developers will be billed based on actual labor, material, equipment, and the indirect cost rate. The deposit amount will be maintained in a City Trust Fund account and used to pay for staff and consultant services on a time and materials basis. If the consultant's services amount exceeds the deposit, the applicant will be billed for the difference. The deposit must be maintained in the full amount as directed by the Community Development Director.

Applicant is responsible for any fees associated with the City of Imperial City Clerk's office and any department required for processing said application from the County of Imperial.

Fire Department Fees are paid and processed separately from the Community Development Department.

Indemnification Agreement

Applicant and Owner agree, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of Imperial ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:

- a. Any approvals issued in connection with any of the above described application(s) by City; and/or
- b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council. Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.

Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Executed at March 4 California on _____, 202 5

Applicant

By: Signature: 
Printed Name Annette Leon, Authorized Agent
Title: Vice President, Dubose Design Group, Inc.

Property Owner

(If different from Applicant)

By: Signature: 
Printed Name Sebastian Rucci
Title: managing member

Signatures

The undersigned hereby declare and certify that they are all the owners of the property described in this application and that the information stated above and on forms, plans and other materials submitted herewith in support of the application is true and correct to the best of our knowledge.

Applicant

By: Signature: 
Printed Name Annette Leon, Authorized Agent
Title: Vice President, Dubose Design Group, Inc.

Property Owner

(If different from Applicant)

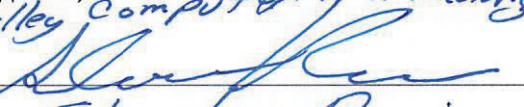
Imperial Valley Computer Manufacturing LLC
By: Signature: 
Printed Name Sebastian Rucci
Title: managing member

EXHIBIT 4

Reclaimed Water Emails (3-07-25)



Sebastian Rucci <sebastian@ruccilaw.com>

FW: Title 22 Engineering Report

1 message

David Dale <ddale@imperial.ca.gov>
To: "sebastian@ruccilaw.com" <sebastian@ruccilaw.com>
Cc: Christopher Kemp <ckemp@imperial.ca.gov>

Wed, Mar 5, 2025 at 1:26 PM

Sebastian,

As I see it, we can do the Title 22 Report in two different ways. You can contract directly with Webb (see below) or deposit \$30k with the City. Either way will work. The contract directly with Webb may work better since I may have to get legal to draft an agreement, and that may take some time.

I have attached the WWTP report and water quality sampling data.

David Dale, PE, PLS
Public Services Director
City of Imperial
[420 S. Imperial Avenue](#)
[Imperial, CA 92251](#)
760-355-3336 direct



From: Brian Knoll <brian.knoll@webbassociates.com>
Sent: Friday, November 1, 2024 5:44 PM
To: David Dale <ddale@imperial.ca.gov>; Shane Bloomfield <shane.bloomfield@webbassociates.com>; Justin Logan <justin.logan@aquaeing.com>
Cc: Chris Kemp <ckemp@cityofimperial.org>; Jenell Guerrero <jguerrero@imperial.ca.gov>
Subject: RE: Title 22 Engineering Report

We have the original design report (Attached) for the Plant Upgrade project that has some of the background information to complete the Title 22 Engineer's report. This would be a good starting point. Some of the information not contained would be:

- Update of influent flows and characteristics
- discussion of redundancy and operation
- Controls, alarms, and diversions
- Distribution system, land use, containment, and operations (assume this would be fairly simple if it is only one user)

The previous Title 22 Reports we have done with similar PDR level information have been in the \$15-25K range but did not include distribution. I would assume this one will be in the range of \$30k.

An additional item that will be need to addressed is validating the UV system and the onsite bioassay test. I am not sure what the cost of that test are but it needs to be factored into the planning. I assume it would take us about 8-12 weeks to complete the report. Tasks outside our control that could extend the schedule would be influent water quality sampling/data gathering and the UV validation.

If this seems reasonable and the applicant would like to move forward, we can prepare a detailed proposal.

Let me know if you would like to proceed.

Thank you.



Albert A. Webb Associates

Brian Knoll, PE
Chief Operations Officer

T (951)248-4279 | C (951)830-3389
E brian.knoll@webbassociates.com
3788 McCray St | Riverside, CA | 92506



OUR SERVICES

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-  Construction Management and Inspection
-  Land Development Engineering
-  Land Development Planning and Entitlement

-  Traffic and Transportation Engineering
-  Environmental Services
-  Land Survey and Mapping Services
-  Landscape Architecture

For more information, visit
webbassociates.com/services

From: David Dale <ddale@imperial.ca.gov>
Sent: Monday, September 23, 2024 1:45 PM
To: Shane Bloomfield <shane.bloomfield@webbassociates.com>; Brian Knoll <brian.knoll@webbassociates.com>
Cc: Chris Kemp <ckemp@cityofimperial.org>; Jenell Guerrero <jguerrero@imperial.ca.gov>
Subject: Title 22 Engineering Report

Brian,

Last week, the City Council approved the (5) "On-Call" engineering firms. Webb is one of our On-Call engineering firms.

A proposed solar power plant has **approached the city to use recycled water for nonpotable uses** - construction and dust control. We need a Title 22 Engineering Report to determine if the wastewater plant can meet Title 22 requirements for water quality, any additional sampling, the cost of necessary improvements, Title 22 permits, timeframes, and any other requirements.

Can you provide a ballpark cost estimate to prepare the report? The recycled water user requested it to determine if they want to go that route. If they agree to cover the costs, we will request a proposal on a task-order basis. The city might request the report regardless of the needs of this particular user since it is becoming more likely that recycled water will be needed in the near future.

Please see the following link:

[Guidelines for the Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water \(ca.gov\)](#)

If you have any questions, please get in touch with me.

David Dale, PE, PLS
Public Services Director
City of Imperial
[420 S. Imperial Avenue](#)
[Imperial, CA 92251](#)
760-355-3336 direct





Imperial CWSRF Report 9 SEP 2016 DRAFT.pdf

21251K



2024 Priority Pollutants Testing Results J185193-1 UDS Level 2 Report Final Report.pdf

1490K



2025-02-03 WC-825 M-926 RSW-002 Effluent Nutrients Imperial WWTP Final Report.pdf

891K



2025-02-05 Imperial WWTP Copper and Bis 2-ethylhexyl Phthalate Summary Final Report.pdf

1306K



2025-02-05 WC-839 Imperial WWTP BODTSS Oil Final Report.pdf

864K



2025-02-24 M-997 Imperial WWTP Final Report.pdf

839K



Sebastian Rucci <sebastian@ruccilaw.com>

FW: Title 22 Engineering Report

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Mar 7, 2025 at 8:35 PM

To: David Dale <ddale@imperial.ca.gov>

Cc: Christopher Kemp <ckemp@imperial.ca.gov>, Brian Knoll <brian.knoll@webbassociates.com>

Good Evening David,

I spoke with Brian from Webb Associates. He is very sharp and has a great memory. I will secure a proposal to have Webb do the engineering work to secure approval for the City to sell [REDACTED] reclaimed water. Thank you for forwarding the information. I'll keep you posted as we move forward. Thank you.

Sincerely,

Sebastian Rucci
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

On Wed, Mar 5, 2025 at 1:26 PM David Dale <ddale@imperial.ca.gov> wrote:

[Quoted text hidden]

EXHIBIT 5

Site Plan Review Letter (4-04-25)



CITY COUNCIL

James Tucker – Mayor
Ida Obeso-Martinez – Mayor Pro-Tem
Katie Burnworth – Councilmember
Robert Amparano – Councilmember
Stacy Mendoza – Councilmember

CITY CLERK

Kristina M. Shields

CITY MANAGER

Dennis H. Morita

CITY ATTORNEY

Katherine Turner

April 4, 2025

Imperial Valley Computer Manufacturing, LLC
16400 PCH, Suite 212
Huntington Beach, CA 92649

RE: SPR 25-03 Imperial Valley Data Center Campus

Dear Mr. Sebastian:

The City of Imperial has reviewed the site plan submitted for the above-referenced project. Our Development Review Committee has reviewed your proposed site plans and has submitted the following departmental comments.

GENERAL

1. The project consists of the development of Data Center, Battery Storage buildings and a substation to be constructed on APN 044-220-035, 044-220-049, 044-220-059, 044-220-065 and 044-220-066.
2. Upon preliminary review of the site plan, the City of Imperial acknowledges that the project may have potential environmental considerations requiring further evaluation. At this stage, an Initial Study has not been conducted, and no determination has been made regarding the necessity of an Environmental Impact Report (EIR) or other environmental documentation under the California Environmental Quality Act (CEQA). However, given the project's scale and characteristics, various environmental factors—such as power demand, water consumption, hazardous materials management, traffic impacts, air quality, fire safety, noise, aesthetics, and landscaping—may warrant additional analysis. As the project progresses through the review process, the City may require technical studies, including but not limited to a traffic impact analysis, water supply assessment, air quality study, noise study, and fire hazard evaluation, to assess potential impacts and determine appropriate mitigation measures, if necessary.

3. The submitted site plan does not clearly indicate the land use and zoning designation for the project site, and commercial and industrial zoning use data are not listed. While the applicant has stated that the intended use is a data center, this use is not explicitly listed in the city's zoning code, nor is the substation. Therefore, clarification is required to determine whether the proposed uses align with existing zoning regulations or if the project will necessitate a General Plan Amendment, Rezoning, and Zoning Text Amendment. Additionally, a comprehensive list of all project components and their respective land use classifications should be provided to ensure consistency with the city's zoning requirements. Furthermore, commercial frontage along SR-86 should be reserved for retail uses to allow for future retail development. To enhance site planning and minimize visual and operational impacts, the substation should be located at the rear (east) of the project site, while the data center should be positioned on the west side to provide a buffer and shield the substation from public view. Additionally, retention basins should be placed on the east side of the project site, ensuring they are not visible from SR-86, maintaining an aesthetically cohesive streetscape along the corridor.
4. Provide complete building dimensions, height and total square footage for all proposed structures. Show required and proposed setbacks consistent with applicable zoning regulations.
5. Provide direct access to the site from Wall Road and show all ingress/egress points and types of improvements proposed at the intersection of SR86 and Wall Road.
6. Provide proposed roadway improvements along Aten Road and SR86- Wall Road to accommodate project-related traffic, including but not limited to a deceleration lane, dedicated entrance lane, or other necessary modifications to ensure safe and efficient site access and circulation. Coordination with the City's Engineering Division may be required.
7. Clearly identify all existing and proposed utility easements on the site plan, including public utility access.
8. If the project is proposed in phases, include a phasing plan and timeline indicating the order and scope of construction activities.
9. Include parking calculations and a detailed parking layout showing the number of spaces required and provided.
10. Identify water and sewer connection points and how they will connect to existing public infrastructure.
11. Please existing and propose fire hydrants.
12. Show location and design of a trash enclosure that complies with city standards.

13. All improvements within the public right-of way shall be designed and built according to City standards and specifications and submitted for review with an encroachment permit.
14. The project shall comply with all other applicable State and City regulations, ordinances and resolutions.
15. Pursuant to Section 24.19.595 of the City of Imperial's Municipal Code, this Site Plan Review shall become null and void if not exercised within one year.
16. All utility connections shall be designed to coordinate with the architectural elements of the site so as not to be exposed except where necessary. Pad-mounted transformers and/or meter box locations shall be included in the site plan with an appropriate screening treatment. Power lines and overhead cables shall be installed underground.
17. The building shall be designed to minimize energy consumption requirements, and may include but not necessarily be limited to, the following conservation measures:
 - a. Cogeneration;
 - b. Eave coverage for windows;
 - c. Double-glazed windows;
 - d. Earth berming against exterior walls;
 - e. Greenhouses;
 - f. Deciduous shade trees
18. Front and street side yards shall be landscaped. Said landscaping shall consist predominantly of drought-tolerant low-maintenance plant materials. The proposed landscaping shall be permanently maintained in a healthy and thriving condition, free from weeds, trash, and debris. A landscaping plan consistent with MWEL0 is required for the City's review and approval. All landscaped areas shall be maintained in a clean, neat, and healthy condition whether the building is occupied or vacant. Maintenance shall include proper watering, fertilizing, weeding, removing litter, and replacement of plants when necessary.
19. The noise level emanating from any commercial use or operation shall not exceed five decibels (as defined in the Occupational Safety and Health Act of 1970) above the ambient level of the area measured at the property line.
20. All ground-mounted mechanical equipment, including heating and air conditioning units, and trash receptacle areas, shall be completely screened from surrounding properties by use of a wall or fence or shall be enclosed within a building. Structural and design plans for any required screening under the provisions of this section shall be approved by the Community Development Director or Building Official.
21. All roof appurtenances including, but not limited to air conditioning units, and mechanical equipment shall be shielded and architecturally screened from view from on-site parking areas and adjacent public streets.

22. The project shall require an approved building permit prior to commencing any work at the project site. Provide the following electronic submittals with the building permit application:
 - a. Building plans prepared by a professional designer for the Building Official's review and approval. Plans should include MEPs and calculations, underground utilities, landscape plans, green code notes, accessibility sheets and notes, structural calculations, geotechnical reports, truss calculations, and energy calculations.
23. Construction documents submitted for review shall be designed based on the 2022 California Building Codes, including the 2022 Building Efficiency Standards and the 2022 California Green Code.
24. A construction water management plan shall be required and provided prior to the issuance of a building permit.
25. Prior to any building permit being issued, a grading permit from the Engineering Division shall be obtained.
26. Building permits will not be issued for any new construction related to the project until development impact and capacity fees are paid before final inspection.
27. Any water, sewer, and storm-drain systems onsite shall be maintained by the development and not by the City. Any future tie-ins to the onsite system shall first require a building permit. Any future work or maintenance of the onsite utilities shall be performed by a licensed contractor.
28. Irrigation, building, and fire backflow preventers shall be required and a plan depicting their location is necessary for review and approval by the Public Services Department.
29. All required off-street parking spaces shall be designed, located, constructed, and maintained to be fully usable during workday periods or as needed by the use of the premises. With the exception of providing parking for a minimum of five (5) bicycles and one (1) motorcycle, vehicle parking requirements on the provided site have been met. Bicycle parking facilities shall be a stationary storage rack or device designed to secure the frame and wheel of the bicycle. The motorcycle space shall be clearly marked and appropriately spaced to prevent automobile usage.
30. ADA and motorcycle parking spaces shall be located within 100 feet of an entrance to the facility.
31. All parking facilities shall be maintained in good operating condition for the duration of the building's use and shall not be used for any storage or repair of vehicles or equipment.

32. All parking facilities shall have lighting designed and installed so as to confine direct rays to the site. Parking lot lights shall be a maximum height of eighteen (18) feet from the finished grade of the parking surface and directed away from all property lines.
33. An accessible pathway shall be provided to the facility entrance from the public right-of-way.
34. Parking areas shall be separated from structures by either a raised concrete walkway or landscaped strip, preferably both.
35. The required parking spaces must be designated on concrete or asphalt and shall be designed in accordance with 24.13 of the City of Imperial's Municipal Code. All drivable areas shall be paved with concrete or asphalt.
36. Enhanced paving shall be provided at a minimum depth of ten feet at the primary vehicular driveway entrance, immediately behind the street right-of-way line to the development.
37. In compliance with Senate Bill 1383, State regulation, and the City of Imperial's procurement requirement, the applicant shall integrate compost and mulch from a CalRecycle-certified composter in all landscaped areas. Proof of eligible compost supplier must be submitted to the City prior to the issuance of a Certificate of Occupancy.
38. In compliance with Senate Bill 1383, the proposed fast food restaurant will be subject to the law's requirement and the City's monitoring of recycling organic waste by subscribing to the organics collection service, providing an organic waste receptacle for customers to dispose of their organic waste with identifying signage, educating staff about proper recycling disposal, conducting inspections for contamination and donating excess edible food.
39. Section 140.10 of the 2022 California Energy Code requires the installation of PV solar with a battery backup for all new commercial construction projects. PV solar plans must be included during the building permit submittal process.

POLICE DEPARTMENT

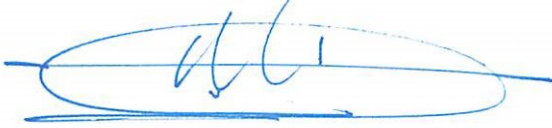
40. Security precautions such as sufficient lighting, security cameras, or other crime prevention measures shall be required.
41. An enclosed, lockable trash enclosure shall be required.
42. The proposed use and associated structures shall not interfere with existing or future public safety radio communications, including those used by police, fire, and emergency services. The applicant may be required to coordinate with the City's public safety departments to ensure there is no signal disruption.

PUBLIC SERVICES DEPARTMENT

43. A precise grading plan is required.

Please review and address the items above before resubmitting the site plan. If you have any questions or if we can be of any further assistance, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Othon Mora', enclosed within a blue oval shape.

Othon Mora MCM, CBO
Community Development Director

cc: Deputy Fire Marshal Andrew Loper, Imperial County Fire Department
Chief Aaron Reel, Imperial Police Department
Captain Max Sheffield, Imperial Police Department
David Dale, Public Services Director
Cody Cole, Building Inspector II

EXHIBIT 6

Letter to City Amended Plans (5-14-25)

IMPERIAL VALLEY COMPUTER MANUFACTURING, LLC

16400 Pacific Coast Highway, Suite 212

Huntington Beach, CA 92649

Phone: (562) 901-0199

Fax: (562) 249-6910

Email: Sebastian@RucciLaw.com

May 14, 2025

Othon Mora, Community Dev. Director (OMora@Imperial.CA.gov)

David Dale, Public Services Director (Ddale@Imperial.CA.gov)

Michael Bracken (Michael@dmgeconomics.com)

Andrew Loper, Deputy Fire Marshal (AndrewLoper@co.Imperial.CA.us)

Chief Aaron Reel, Imperial Police Department (AReel@CityofImperial.org)

Captain Max Sheffield, Imperial Police Department (MSheffield@CityofImperial.org)

Cody Cole, Building Inspector II (CCole@CityofImperial.org)

Yvonne Cordero (YCordero@Imperial.CA.gov)

Tom Dubose (Tom@DuboseDesignGroup.com)

CITY OF IMPERIAL

Attn: Othon Mora, Community Dev. Director

400 South Imperial Avenue, Suite 101, Imperial, CA 92251

Re: SPR 25-03 Imperial Valley Data Center Campus

Dear Director Mora:

Along with this letter, I've attached a PDF file of revised plans. The 17-page plans include a parking plan, conceptual landscaping, grading plan, architectural elevations, and more. I will soon submit updated video animations of the proposed Data Center projects.

REVISED PLANS PROVIDE FULL COMPLIANCE

The City's comments are addressed within the new 17-page plan set, which includes:

C-1 Title Sheet	C-7 Retail Parking	C-13 Alta Survey
C-2 Site Plan (Part 1)	C-8 Grading (Part 1)	C-14 Alta Survey Notes
C-3 Site Plan (Part 2)	C-9 Grading (Part 2)	C-15 Architectural Plans
C-4 Utility Plan (Part 1)	C-10 Road Improvements	C-16 Construction Details
C-5 Utility Plan (Part 2)	C-11 Landscape (Part 1)	C-17 Construction Notes
C-6 Data Center Parking	C-12 Landscape (Part 2)	

May 14, 2025

SPR 25-03 Imperial Valley Data Center Campus

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The new plan set comprises 17 pages which show the required and proposed setbacks, direct access to the site directly across Wall Road, existing and proposed utility easements are shown, water and sewer connection to existing public infrastructure is provided, existing and proposed fire hydrants are identified, location and design of a trash enclosure is identified [see C-2 Site Plan (Part 1) and C-3 Site Plan (Part 2)]. Deceleration lanes are provided [see C-10 Road Improvements]. Parking calculations with a detailed parking layout are provided [see C-6 Data Center Parking and C-7 Retail Parking]. Proposed grading of the development [see C-8 Grading (Part 1) and C-9 Grading (Part 2)]. The Notes in the plans confirm compliance with the comments provided in the Site Plan Review letter dated April 4, 2025 (SPR 25-03 -- IV Data Center Campus).

We provided an 8-foot landscaped wall along the perimeter of the property. [see C-11 Landscape (Part 1) and C-12 Landscape (Part 2)]. We have reduced the prior battery storage from 500 MWhr to 100 MWhr. At capacity, this provides 20 minutes of battery storage. [see C-2 Site Plan (Part 1) and C-3 Site Plan (Part 2)]. We included an 8-foot concrete wall around the battery storage. In effect, we have two walls surrounding the battery storage. We included a 25-foot landscape strip to buffer the project from the people traveling to the area.

COMMERCIAL FRONTAGE ALONG SR-86 IS PROVIDED

Per the City's request, we provided commercial retail buildings along SR-86 to buffer the Data Center development. The proposed commercial building is 213 feet deep, which matches the depth of Sunbelt Rentals, and it is about 1,800 feet long. This provides more than 8 acres of commercial space to buffer the view of the Data Center. The proposed uses will include office spaces, retail stores, service establishments, and wholesale businesses, offering services to residents of the City and the surrounding area.

DATA CENTER IS A PERMITTED USE IN THE INDUSTRIAL ZONE

The City's zoning designation for the land comprises three zones: C-1 Commercial Neighborhood Zone, C-2 Commercial General Zone, and I-2 Rail Served Industrial Zone.

The Data Center building is situated on land zoned I-2, which permits "Business, professional, and research offices" as a permitted use by right in the I-2 Zone. (Imperial Zoning Ordinance § 24.07.120 sub. C.4; Services in the I-2 Industrial Zone).

May 14, 2025

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The Land Use plan designates the Data Center site as Gateway South which provide in part as follows: “This area includes the area along Highway 86, south of the airport . . . This area has the potential to enhance the local economy, provide needed services and employment opportunities, and serve as a gateway to the City. The Gateway South Character Area is intended to: • Provide distinctive architecture and attractive streetscape • Provide a mixture of retail commercial shopping opportunities • Permit large format retail • Foster job growth through light industrial and professional office.” (Land Use pg. 14-15).

**SUBSTATION AND BATTERY STORAGE
ARE PERMITTED ACCESSORY USES IN COMMERCIAL ZONES**

The Substation and Battery Storage are located on land zoned commercial, providing that “Accessory structures and uses located on the same site as a permitted use” are permitted by right in the C-1 and C-2 zones. (§ 24.05.120 subsection E. Accessory Uses in Commercial Zones).

The Zoning Code includes the following definitions: “ACCESSORY BUILDING shall mean a building, part of a building, or structure, which is incidental or subordinate to the main building or use on the same building site.” (§ 24.01.180 Definitions). “ACCESSORY USE shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of such lot or building.” (*Id.*)

The Substation and Battery Storage are permitted uses by right in the C-1 and C-2 Zones because they are uses and structures that are incidental, subordinate, and related to the main building, the Data Center. The substation and Battery Storage are located on the same building site as the Data Center, which is a permitted use in the I-2 Zone.

The City’s EIR which is part of the General Plans states in part: “The electrical demand from new commercial and industrial uses cannot be assessed at this time due to the fact the exact types of commercial and industrial uses are presently unknown. The additional demand for electricity is significant and will require the IID to construct additional substations and electrical distribution lines between 1992 and the year 2015.” (EIR pg. 45).

May 14, 2025

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IMPACT FEE CALCULATION

We included a note stating that building permits will not be issued until development impact and capacity fees are paid, prior to the final inspection. Our initial calculation for the impact fees, using the Data Center Building size of 570,000 SF and the Commercial Building size of 105,000 for a **total of 675,000 square feet**, are as follows: Administrative Facilities = \$452.56 (per 1000 SF) = $675 \times 452.56 = \$305,478$; Fire Facilities = \$253.57 (per 1000 SF) = $675 \times 253.57 = \$171,160$; Law Enforcement Facilities = \$495.05 (per 1000 SF) = $675 \times 495.05 = \$334,158$; Circulation Facilities = \$86.99 (per ADT) = $80 \times 86.99 = \$6,959$; Library Facilities = \$0; Park Facilities = \$0. **Total Impact Fees = \$817,756.**

SITE PLAN REVIEW FOCUSES MAINLY ON AESTHETIC DESIGN PRINCIPLES

The Site Plan Review Procedure, § 24.19.500, provides in part that the “City of Imperial finds that a Site Plan Review process supports the implementation of the Imperial General Plan.” (§ 24.19.510 sub. B). The quality of commercial, and industrial “has a substantial impact upon the visual appeal, environmental soundness, economic stability, and property values of the City. This Section is not intended to restrict imagination, innovation or variety, but rather to **focus on design principles** which can result in creative imaginative solutions for the project and quality design for the City.” (*Id.*)

The purpose of the Site Plan Review Procedure is as follows: “Recognize the interdependence of land values and aesthetics and provide a method by which the City may implement this interdependence to its benefit.” (§ 24.19.510 sub. B.1). “Encourage the orderly and **harmonious appearance of structures** and property within the City along with associated facilities, such as but not limited to signs, landscaping, parking areas, and streets.” (§ 24.19.510 sub. B.2). “Maintain the public health, safety and general welfare, and property throughout the City.” (§ 24.19.510 sub. B.3). “Assist private and public developments to be more cognizant of public **concerns for the aesthetics of development.**” (§ 24.19.510 sub. B.4). “Reasonably ensure that new developments . . . **do not have an adverse aesthetic,** health or any kind of adverse effect on adjoining properties, or the City in general.” (§ 24.19.510 sub. B.5). “Ensure that the proposed development complies with all of the provisions of the Zoning Ordinance and the General Plan.” (§ 24.19.510 sub. B.6).

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SITE PLAN REVIEW CRITERIA

“Prior to the construction of any building or structure on any lot within the I Zones, a Site Plan Review is required.” (§ 24.07.130). “Prior to the construction of any building or structure on any lot within the C Zones a Site Plan Review is required.” (§ 24.05.130).

The Site Plan Review Procedure, § 24.19.500, provides that a “Site Plan Review approval shall be required prior to the issuance of any building permit for . . . commercial or industrial establishments . . .” (§ 24.19.520). “Any applicant for a building permit for . . . the establishment of commercial or industrial, uses ... shall submit” site plan, conceptual landscaping, grading and drainage plan to the Director of Planning for review. (§ 24.19.530).

The site plan review procedure is concerned with the visual appeal, the appearance of structures and the aesthetics of development. (§ 24.19.510). “The Director shall review and evaluate development plans for conformance with the site plan review standards and criteria set forth in the pertinent sections of the Zoning Ordinance. (§ 24.19.540 sub. A). This requires the Director to review of the plans to determine conformance with the Property Development Standards in the I Zones (§ 24.07.140) and the C Zones (§ 24.05.140).

In the **Industrial Zone**, the **Special Performance Standards** (§ 24.07.140) require the Director to determine that the provided setbacks are proper (§ 24.07.130 sub. B.1-2). That “three foot high landscaped earthen berm” are provided if the industrial project is located next to residential zoned property. (§ 24.07.130 sub. B.3). That the streetscape permit “parking” in the “setback areas to help buffer adjoining parcels from one another.” (§ 24.07.130 sub. B.4). That reciprocal ingress and egress, circulation and parking arrangements are provided to “facilitate ease of vehicular movement between adjoining properties and to limit superfluous driveways.” (§ 24.07.130 sub. B.5).

In the **Industrial Zone**, the **Performance Standards** (§ 24.07.140) require the Director to determine from the submitted plans that setbacks are landscaped with “drought tolerant, low maintenance plant materials and shall be irrigated by automatic sprinklers.” (§ 24.07.140 sub. A). All ground mounted HVAC units and trash receptacle areas shall be “completely screened from surrounding properties by use of a parapet, wall or fence.” (§ 24.07.140 sub. B). Pad-mounted transformers and meter boxes shall be appropriately screened. (§ 24.07.140 sub. C). “All light sources shall be shielded in such a manner that no

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light is visible from streets or adjoining properties.” (§ 24.07.140 sub. D). No use shall create changes in temperature or direct glare that extend beyond the site boundaries. (§ 24.07.140 sub. E). “Adequate emergency sprinklers and smoke detectors shall be installed.” (§ 24.07.140 sub. F). No noise from the site shall exceed five decibels above the ambient level of the area at the property line. (§ 24.07.140 sub. G). No odor detectable beyond the site boundary is permitted. (§ 24.07.140 sub. H). Radioactive materials are prohibited. (§ 24.07.140 sub. I). Site shall not generate recurrent ground vibration. (§ 24.07.140 sub. J). No air emissions darker than No. 1 on the Ringelman Chart from Information Circular 7718 by U.S. Bureau of Mines are permitted. (§ 24.07.140 sub. L). Outdoor storage areas shall be entirely enclosed by solid masonry walls 8 feet high to adequately screen view from the external boundaries of the property. (§ 24.07.140 sub. M).

In the **Commercial Zone**, the **Performance Standards** (§ 24.05.140) require the Director to determine from the submitted plans that front and street side yards are landscaped with “drought tolerant low maintenance plant materials.” (§ 24.05.140 sub. A). Six foot masonry wall separates the commercial use from any residential zone. (§ 24.05.140 sub. B). No noise from the site shall exceed five decibels above the ambient level of the area at the property line. (§ 24.05.140 sub. D). All ground mounted HVAC units and trash receptacle areas shall be “completely screened from surrounding properties by use of a parapet, wall or fence.” (§ 24.05.140 sub. E). “All roof appurtenances including, air conditioning units, and mechanical equipment shall be shielded and architecturally screened from view from onsite parking areas and adjacent public streets.” (§ 24.05.140 sub. F). “Reciprocal ingress and egress, circulation and parking arrangements shall be required to facilitate the ease of vehicular movement between adjoining properties.” (§ 24.05.140 sub. G). “All light sources shall be shielded in such a manner that no light is visible from streets or adjoining properties.” (§ 24.05.140 sub. H). Pad-mounted transformers and meter boxes shall be appropriately screened. (§ 24.05.140 sub. I). Outdoor storage areas shall be entirely enclosed by solid masonry walls that are at least 6 feet high to screen the view of the outdoor storage areas. (§ 24.05.140 sub. J). “Buildings shall be located on the site to provide adjacent buildings adequate sunlight for solar access.” (§ 24.05.140 sub. K).

TECHNICAL STUDIES AND MITIGATION WILL BE PROVIDED

The Site Plan Review comment letter dated April 4, 2025 stated: “As the project progresses through the review process, the City may require technical studies, including but not limited to a traffic impact analysis, water supply assessment, air quality study, noise

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study, and fire hazard evaluation, to assess potential impacts and determine appropriate mitigation measures, if necessary.” We agree to comply with any request from the City for “technical studies” such as “traffic impact analysis, water supply assessment, air quality study, noise study, and fire hazard evaluation, to assess potential impacts and determine appropriate mitigation measures, if necessary.” We have included a note to this effect on the Site Plan.

We also agree with the April 4, 2025 Site Plan Review letter that “given the project’s scale and characteristics, various environmental factors--such as power demand, water consumption, hazardous materials management, traffic impacts, air quality, fire safety, noise, aesthetics, and landscaping--may warrant additional analysis.”

We agree that future studies may be requested, and may require mitigation; however, we respectfully disagree that a Site Plan Review may require an Environmental Impact Report (EIR) under CEQA, as noted in the April 4, 2025 Site Plan Review letter comment that “the project may have potential environmental considerations requiring further evaluation. At this stage, an Initial Study has not been conducted, and no determination has been made regarding the necessity of an EIR or other environmental documentation under the CEQA.”

EIRs are only required for “discretionary projects.” (Cal. Pub. Res. § 21080 sub. (a)). This applies to General Plan amendments, among other things. EIRs are not required for “Ministerial projects” (Cal. Pub. Res. § 21080 sub. (b)(1)) such as Site Plan Review with a use that is permitted as of right under the Zoning Ordinance. Cal. Code Regs. § 15268 provides that “(a) **Ministerial projects are exempt** from the requirements of CEQA... (b)... the following actions shall be presumed to be ministerial: (1) Issuance of building permits.”

The agreement to provide technical studies and an EIR under CEQA is entirely different. The Site Plan Review Procedure is ministerial in nature. There is no requirement for an EIR under the Site Plan Review procedure. The Site Plan Review Procedure is intended “to **focus on design principles**” (§ 24.19.510 sub. B), and our revised plans have met all Property Development Standards in the I Zones (§ 24.07.140) and the C Zones (§ 24.05.140). Additionally, the proposed uses are permitted as of right, and by design, such uses comply with the Zoning Ordinance and General Plan, both of which were approved by the City with a detailed EIR.

May 14, 2025

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The City's EIR which is part of the General Plan provide in part as follows: "The development of the project area with new residential, commercial and industrial uses is not anticipated to cause significant impacts to water quality." (EIR pg. 25-33). "New industrial uses will most likely be light industrial type uses . . . These type of uses should not be detrimental to public health and safety." (EIR pg. 54). "Mitigation Measures To Protect Visual Resources (a). Require developers of projects to submit landscaping plans and to provide appropriate landscaping for all new projects, thereby improving the visual aesthetics in the General Plan area. (b). Enforce the height limits as contained in the zoning ordinance. (c). Require appropriate screening of Commercial and Industrial projects in order to improve visual aesthetics of these projects. Screening should consist of solid masonry walls, dense landscaping, or a combination thereof." (EIR pg. 59-60).

The City's EIR in the General Plan provides in part the following about mitigation: "Zoning Ordinance contains performance standards for industrial uses that prevent uses which cause smoke, excessive noise, vibration, dust, wastes or other pollution which could be hazardous to human health. These standards should mitigate the health and safety concerns related to the development of industrial uses." (EIR pg. 55). "The following mitigation measures will be implemented by the City to ensure protection of the public health and safety within the General Plan area: (a). Enforce the performance standards contained in the Zoning Ordinance when new industrial uses are established." (EIR pg. 57).

By complying with the Property Development Standards in the I Zone (§ 24.07.140) and the C Zone (§ 24.05.140) the plans comply with the mitigation measures identified in the City's EIR; hence, there is no requirement for an independent EIR because the Data Center use and Substation and Battery Storage are accessory structures which comply with the existing Zoning Ordinance, and General Plan, including the EIR prepared by the City.

The ministerial aspects of the Site Plan is also apparent from the fifteen day limit for Site Plan Review: "The Director shall have the authority to approve, deny or modify applications for Site Plan Review. Within fifteen (15) days of the date that application is deemed complete by the Director, the Director shall approve, conditionally approve, or disapprove the application, or shall request the applicant to revise said applications. Failure of the Director to act within fifteen (15) days shall be deemed approval of the application unless the applicant shall consent to an extension of time." (§ 24.19.550 Action by Director).

May 14, 2025

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We agree with the request for “technical studies” and “appropriate mitigation measures, if necessary,” as the project progresses. However, the Site Plan Review Procedure, which focuses primarily on design principles, including aesthetics, is ministerial. Since our building use is permitted as of right in the Zoning Ordinance and General Plan, approval of the Site Plan is appropriate. Since the revised plans comply with all Site Plan Review requirements, they should be approved as submitted, subject to further review, including technical studies and possible mitigation measures, in the future as needed.

Thank you.

Sincerely,

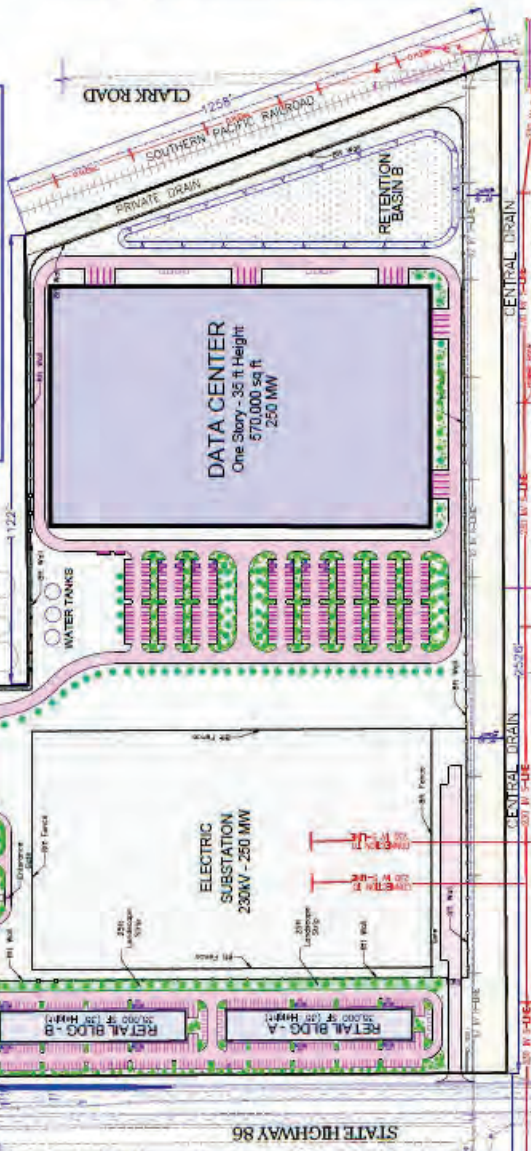
A handwritten signature in cursive script that reads "Sebastian Rucci".

Sebastian Rucci

ZONING INFORMATION

Center, and the Substation and Battery Storage are located on the same building site as the Data Center which is a permitted use in the I-2 Zone.

1. In the Commercial Zone, the Performance Standards (City of Ingersoll Zoning Ordinance § 24.05.140) require the Township to determine from the submitted plans that four additional units extend beyond the boundaries of the property. (§ 24.07.140; sub. M).



UNDERGROUND SERVICE ALERT
CALL BEFORE YOU DIG
800-4-A-SAFE
www.4-safe.org

ALL TELL FIRE
811

REVISIONS
Submittal: Drawn to: 000, 000

APPROVED BY: _____
BY: _____ DATE: _____
S.C.E. NO.: _____

ENGINEER OF RECORD
PLANS PREPARED UNDER THE SUPERVISION OF

BY: _____ DATE: _____
SCALE: _____ INCHES = _____ FEET

SEAL

ENGINEER OF RECORD
PLANS PREPARED UNDER THE SUPERVISION OF

BY: _____ DATE: _____
SCALE: _____ INCHES = _____ FEET

LC ENGINEERING CONSULTANTS, INC.
2700 LINDSEY AVENUE, SUITE 200
408 SILENT STREET
EL CERRILLO, CA 94530

SEAL

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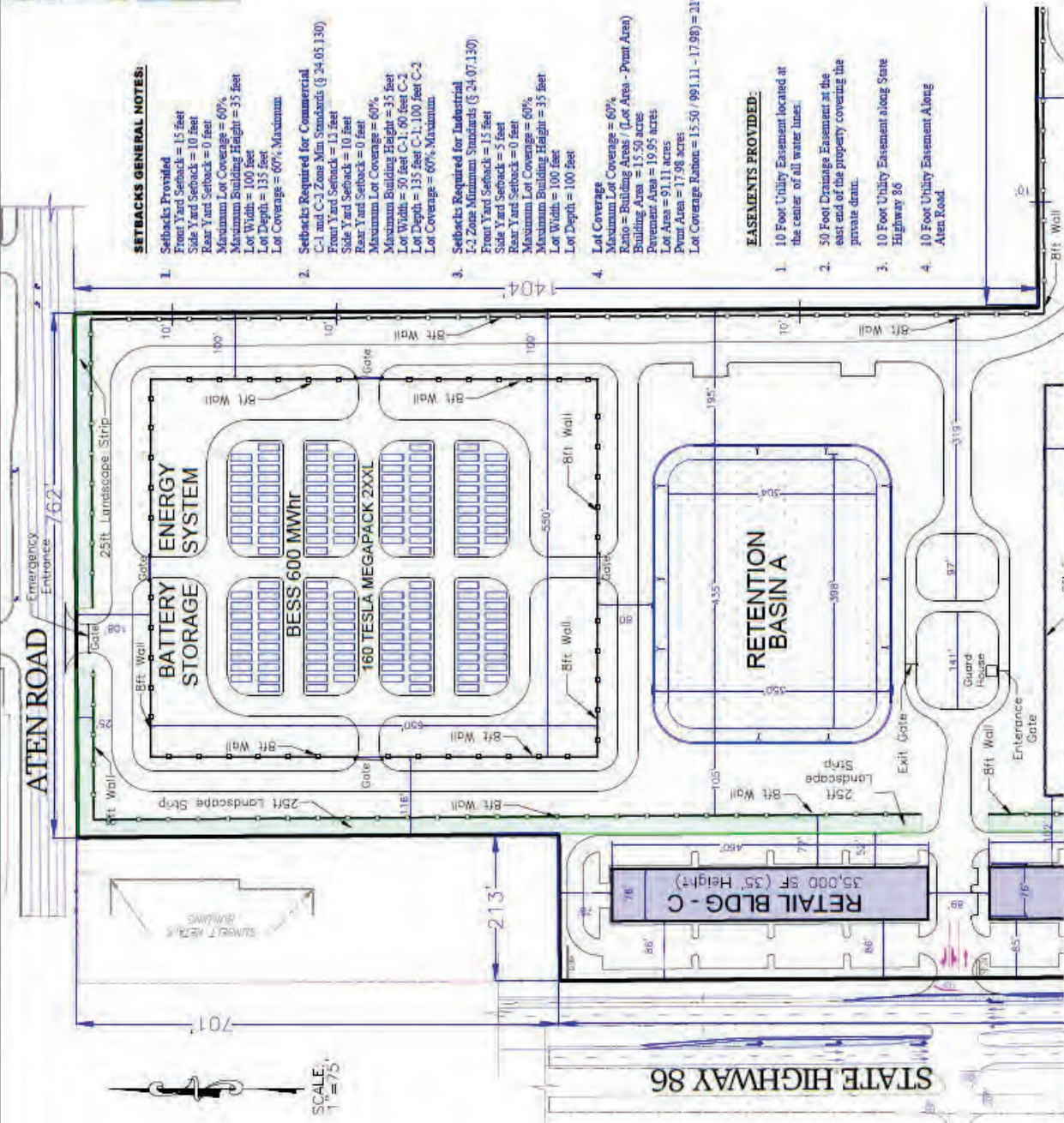
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ENGINEER OF RECORD
PLANS PREPARED UNDER THE SUPERVISION OF

BY: _____ DATE: _____
SCALE: _____ INCHES = _____ FEET



- SITE PLAN GENERAL NOTES:**
- The project shall comply with all other applicable State and City regulations, ordinances and resolutions.
 - Pursuant to § 34.19.055 of the City of Imperial's Municipal Code, Site Plan Review shall become null and void if not exercised within one year.
 - The project shall require an approved building permit prior to commencing any work at the project site. The building permit application will include the following electronic submissions with the application: Building plans prepared by a professional designer and engineer; Grading plans prepared by a professional engineer; Erosion control plans, green code notes, accessibility sheets and notes, structural calculations, geotechnical reports, tree calculations, and energy calculations.
 - Construction documents submitted for review shall be designed based on the 2022 California Building Codes, including the 2022 Building Efficiency Standards and the 2022 California Green Code.
 - A construction water management plan shall be required and provided for the project site. The plan shall be designed to manage stormwater runoff and prevent erosion. The plan shall be approved by the City Engineer before any construction related to the project and development impact and capacity fees are paid before final inspection.
 - Any water, sewer, and storm-drain systems outside shall be maintained by the development and not by the City. Any future tie-ins to the onsite system shall first require a building permit. Any future work or maintenance of the onsite utilities shall be performed by a licensed contractor.
 - All improvements within the public right-of-way shall be designed and built according to City standards and specifications and submitted for review with an encroachment permit.
 - Irrigation, building, and the backflow preventers shall be required and a plan depicting their location for review and approval prior to issuance of an occupancy permit. The installation of PV solar with a battery backup must be included during the building permit submission process (California Energy Code § 140.10).
 - Enhanced paving shall be provided at a minimum depth of ten feet at the primary vehicular driveway entrance. Immediately behind the street right-of-way line to the development.
 - Security precautions such as sufficient lighting, security cameras, or other crime prevention measures shall be required.
 - The proposed Data Center use and associated structures shall not be used for any other purpose, including police, fire, and emergency services. The applicant may be required to coordinate with the City's public safety departments to ensure there is no signal disruption.
 - All utility connections shall be designed to coordinate with the architecture elements of the site as it is not to be exposed except where necessary. Pad-mounted transformers and/or meter box locations shall be included in the site plan with an appropriate setback from the property line. The installation of underground utilities shall be installed underground where possible. (§ 34.05.140) Performance Standards C Zones; § 34.07.140.C Performance Standards I Zones).
 - The Data Center and Retail Building shall be designed to minimize energy consumption requirements, and may include but not limited to the following conservation measures: (a) Cogeneration; (b) Extra coverage for windows; (c) Double glaze windows; (d) Earth berthing against exterior walls; (e) Green houses; and (f) Decalcious inside trees. (§ 34.05.140.C Performance Standards C Zones).
 - The noise level emanating from any commercial use or operation shall not exceed five decibels (as defined in the Occupational Safety and Health Act of 1970) above the ambient level of the area and shall be measured at the property line. (§ 34.05.140.D Performance Standards C Zones; § 34.07.140.D Performance Standards I Zones).
 - All ground-mounted mechanical equipment, including heating and air conditioning units, and trash enclosures shall be completely screened from view by a solid wall or screen. The screening shall be enclosed within a building. Structure and design plans for any required screening under the provisions of this section shall be approved by the Community Development Director or Building Official. (§ 34.05.140.E Performance Standards C Zones; § 34.07.140.E Performance Standards I Zones).
 - All roof appliances including, but not limited to air conditioning units, and mechanical equipment shall be shielded and architecturally screened from view from on-site parking areas and adjacent public streets. (§ 34.05.140.F Performance Standards C Zones).

SETRACKS GENERAL NOTES:

- Setbacks Provided
Front Yard Setback = 15 feet
Side Yard Setback = 10 feet
Rear Yard Setback = 0 feet
Maximum Lot Coverage = 60%
Maximum Building Height = 35 feet
Lot Width = 100 feet
Lot Depth = 135 feet
Lot Coverage = 60% Maximum
- Setbacks Required for Commercial
C-1 and C-2 Zone Min Standards (§ 34.05.130)
Front Yard Setback = 15 feet
Side Yard Setback = 10 feet
Rear Yard Setback = 0 feet
Maximum Lot Coverage = 60%
Maximum Building Height = 35 feet
Lot Width = 100 feet
Lot Depth = 135 feet
Lot Coverage = 60% Maximum
- Setbacks Required for Industrial
I-2 Zone Minimum Standards (§ 34.07.130)
Front Yard Setback = 15 feet
Side Yard Setback = 10 feet
Rear Yard Setback = 0 feet
Maximum Lot Coverage = 60%
Maximum Building Height = 35 feet
Lot Width = 100 feet
Lot Depth = 135 feet
Lot Coverage = 60% Maximum
- Lot Coverage
Maximum Lot Coverage = 60%
Ratio = Building Area / (Lot Area - Prnt Area)
Building Area = 15.50 acre
Prnt Area = 91.11 acres
Lot Area = 17.98 acres
Lot Coverage Ratio = 15.50 / 91.11 = 17.98 = 17.98%

EASEMENTS PROVIDED:

- 10 Foot Utility Easement located at the center of all water lines.
- 50 Foot Drainage Easement at the east end of the property covering the private drain.
- 10 Foot Utility Easement along State Highway 86
- 10 Foot Utility Easement Along Allen Road

LEGEND:

PROPERTY BOUNDARY
NEW WATER LINE
EXISTING WATER LINE
NEW SANITARY SEWER
EXISTING SANITARY SEWER
NEW STORM DRAIN
EXISTING STORM DRAIN
NEW FIRE HYDRANT
EXISTING FIRE HYDRANT
SPOT ELEVATION
EXISTING CONTOUR
DIRECTION OF SURFACE DRAIN
ADJ. UTILITY EASEMENT
NEW EASEMENT
EXISTING EASEMENT
EXISTING STREET LIGHT
EXISTING STREET SIGN
HAULWAY PARKING SPACE
EXISTING ELECTRIC LINE
EXISTING OVERHEAD ELECTRIC
EXISTING POWER POLE

PROPERTY PARCELS:

APN	APN	APN	APN
044-220-044	044-220-045	044-220-046	044-220-047

ENGINEER'S RECORD:

THIS PLAN WAS PREPARED UNDER THE SUPERVISION OF:

DATE: _____

SCALE: 1" = 75'

REVISIONS:

NO.	REVISIONS	DATE
1	Submitted - Checked by City Engineer	01/09/26

UNDERGROUND SERVICE ALERT:

811

CALL TOLL FREE:

811

ENGINEERING CONSULTANTS INC.

1000 S. Main Street
Imperial, CA 92543
Tel: 619.425.1234
Fax: 619.425.1235
www.icsinc.com

ENGINEER'S RECORD:

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THIS PLAN WAS PREPARED UNDER THE SUPERVISION OF:

DATE: _____

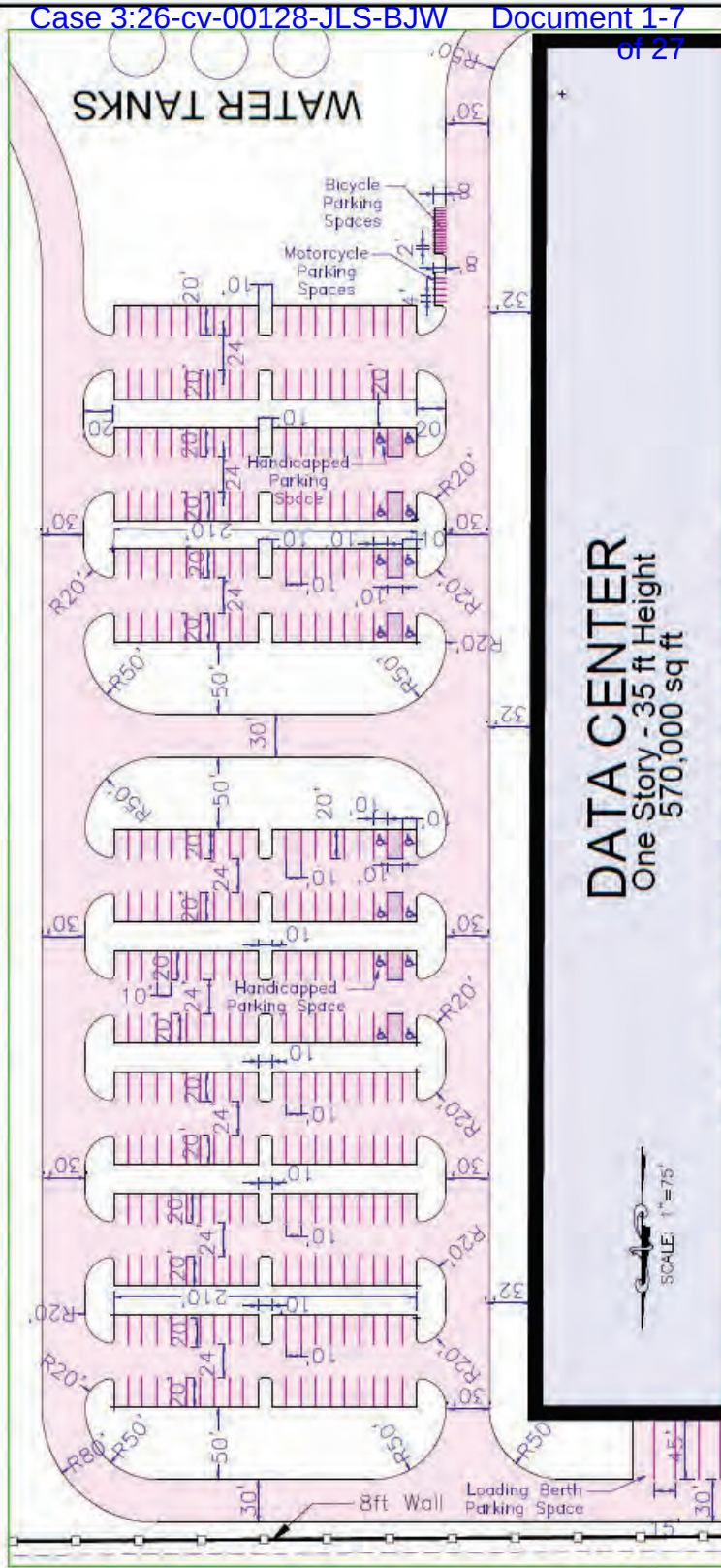
SCALE: 1" = 75'

REVISIONS:

NO.	REVISIONS	DATE
1	Submitted - Checked by City Engineer	01/09/26



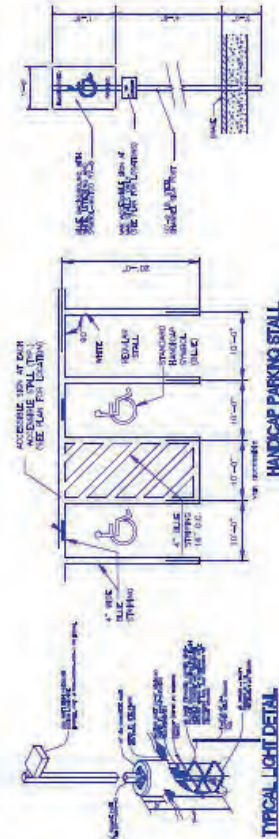




DATA CENTER
One Story - 35 ft Height
570,000 sq ft

DATA CENTER PARKING

DATA CENTER PARKING SPACES	
PARKING	REQUIRED PROVIDED
OPEN	173 236
HANDICAP	5 16
BICYCLE	5 16
MOTORCYCLE	3 8
LOADING BERTH	10 20

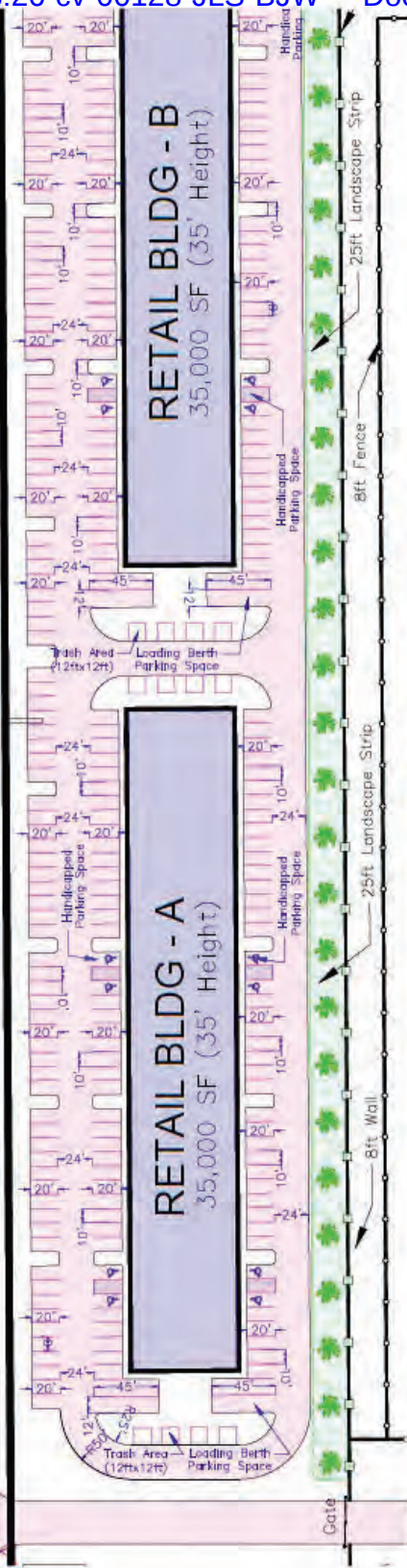


1. DATA CENTER PARKING CALCULATIONS AND NOTES
 1.1. Parking Spaces: 236
 1.2. Handicap Spaces: 16
 1.3. Bicycle Spaces: 16
 1.4. Motorcycle Spaces: 8
 1.5. Loading Berth Spaces: 20
2. Parking Spaces: 236
 2.1. Handicap Spaces: 16
 2.2. Bicycle Spaces: 16
 2.3. Motorcycle Spaces: 8
 2.4. Loading Berth Spaces: 20
3. Handicap Spaces: 16
 3.1. Handicap Spaces: 16
4. Bicycle Spaces: 16
 4.1. Bicycle Spaces: 16
5. Motorcycle Spaces: 8
 5.1. Motorcycle Spaces: 8
6. Loading Berth Spaces: 20
 6.1. Loading Berth Spaces: 20
7. DATA CENTER PARKING CALCULATIONS AND NOTES
 7.1. Parking Spaces: 236
 7.2. Handicap Spaces: 16
 7.3. Bicycle Spaces: 16
 7.4. Motorcycle Spaces: 8
 7.5. Loading Berth Spaces: 20
8. Handicap Spaces: 16
 8.1. Handicap Spaces: 16
9. Bicycle Spaces: 16
 9.1. Bicycle Spaces: 16
10. Motorcycle Spaces: 8
 10.1. Motorcycle Spaces: 8
11. Loading Berth Spaces: 20
 11.1. Loading Berth Spaces: 20
12. DATA CENTER PARKING CALCULATIONS AND NOTES
 12.1. Parking Spaces: 236
 12.2. Handicap Spaces: 16
 12.3. Bicycle Spaces: 16
 12.4. Motorcycle Spaces: 8
 12.5. Loading Berth Spaces: 20
13. Handicap Spaces: 16
 13.1. Handicap Spaces: 16
14. Bicycle Spaces: 16
 14.1. Bicycle Spaces: 16
15. Motorcycle Spaces: 8
 15.1. Motorcycle Spaces: 8
16. Loading Berth Spaces: 20
 16.1. Loading Berth Spaces: 20
17. DATA CENTER PARKING CALCULATIONS AND NOTES
 17.1. Parking Spaces: 236
 17.2. Handicap Spaces: 16
 17.3. Bicycle Spaces: 16
 17.4. Motorcycle Spaces: 8
 17.5. Loading Berth Spaces: 20
18. Handicap Spaces: 16
 18.1. Handicap Spaces: 16
19. Bicycle Spaces: 16
 19.1. Bicycle Spaces: 16
20. Motorcycle Spaces: 8
 20.1. Motorcycle Spaces: 8
21. Loading Berth Spaces: 20
 21.1. Loading Berth Spaces: 20
22. DATA CENTER PARKING CALCULATIONS AND NOTES
 22.1. Parking Spaces: 236
 22.2. Handicap Spaces: 16
 22.3. Bicycle Spaces: 16
 22.4. Motorcycle Spaces: 8
 22.5. Loading Berth Spaces: 20
23. Handicap Spaces: 16
 23.1. Handicap Spaces: 16
24. Bicycle Spaces: 16
 24.1. Bicycle Spaces: 16
25. Motorcycle Spaces: 8
 25.1. Motorcycle Spaces: 8
26. Loading Berth Spaces: 20
 26.1. Loading Berth Spaces: 20

27. DATA CENTER PARKING CALCULATIONS AND NOTES
 27.1. Parking Spaces: 236
 27.2. Handicap Spaces: 16
 27.3. Bicycle Spaces: 16
 27.4. Motorcycle Spaces: 8
 27.5. Loading Berth Spaces: 20
28. Handicap Spaces: 16
 28.1. Handicap Spaces: 16
29. Bicycle Spaces: 16
 29.1. Bicycle Spaces: 16
30. Motorcycle Spaces: 8
 30.1. Motorcycle Spaces: 8
31. Loading Berth Spaces: 20
 31.1. Loading Berth Spaces: 20
32. DATA CENTER PARKING CALCULATIONS AND NOTES
 32.1. Parking Spaces: 236
 32.2. Handicap Spaces: 16
 32.3. Bicycle Spaces: 16
 32.4. Motorcycle Spaces: 8
 32.5. Loading Berth Spaces: 20
33. Handicap Spaces: 16
 33.1. Handicap Spaces: 16
34. Bicycle Spaces: 16
 34.1. Bicycle Spaces: 16
35. Motorcycle Spaces: 8
 35.1. Motorcycle Spaces: 8
36. Loading Berth Spaces: 20
 36.1. Loading Berth Spaces: 20
37. DATA CENTER PARKING CALCULATIONS AND NOTES
 37.1. Parking Spaces: 236
 37.2. Handicap Spaces: 16
 37.3. Bicycle Spaces: 16
 37.4. Motorcycle Spaces: 8
 37.5. Loading Berth Spaces: 20
38. Handicap Spaces: 16
 38.1. Handicap Spaces: 16
39. Bicycle Spaces: 16
 39.1. Bicycle Spaces: 16
40. Motorcycle Spaces: 8
 40.1. Motorcycle Spaces: 8
41. Loading Berth Spaces: 20
 41.1. Loading Berth Spaces: 20
42. DATA CENTER PARKING CALCULATIONS AND NOTES
 42.1. Parking Spaces: 236
 42.2. Handicap Spaces: 16
 42.3. Bicycle Spaces: 16
 42.4. Motorcycle Spaces: 8
 42.5. Loading Berth Spaces: 20
43. Handicap Spaces: 16
 43.1. Handicap Spaces: 16
44. Bicycle Spaces: 16
 44.1. Bicycle Spaces: 16
45. Motorcycle Spaces: 8
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46. Loading Berth Spaces: 20
 46.1. Loading Berth Spaces: 20

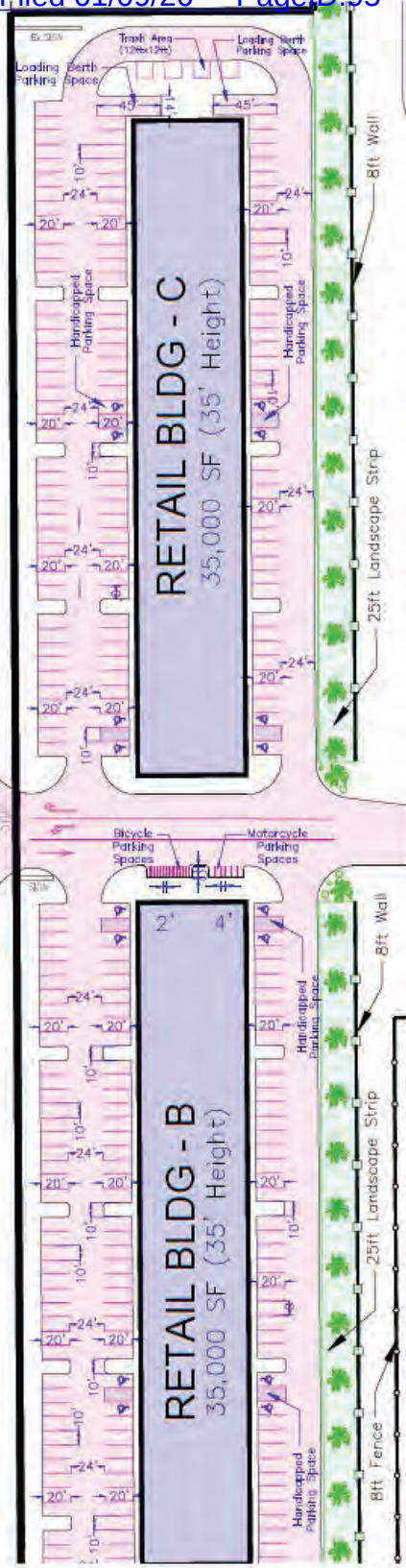
SHEET		C6	
DATA CENTER PARKING		IMPERIAL VALLEY DATA CENTER CAMPUS	
CITY OF IMPERIAL, CA		BENCHMARK: SEE SHEET NO. 1	
DATE: 04/22/23		BENCHMARK: SEE SHEET NO. 1	
ENGINEER OF RECORD PLANS PREPARED UNDER THE SUPERVISION OF		DATE: 5-27-25	
BY: [Signature]		DATE: 5-27-25	
APPROVED BY:		DATE:	
REVISIONS:		DATE:	
1. Substituted changed to 600 MW		DATE:	
CALL FILE FEE 811		DATE:	

STATE HIGHWAY 86



RETAIL CENTER PARKING PLAN

STATE HIGHWAY 86



RETAIL CENTER PARKING SPACES	
REQUIRED	PROVIDED
STANDARD	372
BIKE	24
MOTORCYCLE	16
MOTORCYCLE	5
MOTORCYCLE	3
MOTORCYCLE	10

RETAIL CENTER PARKING CALCULATIONS

- Parking Spaces Required (S 24.13.100 and S 24.13.100 (b) 1) = 372 spaces (See Note 1)
- Handicap Spaces Required = 165 (S 24.13.100 (b) 2) = 165 spaces
- Handicap Spaces Provided = 172 spaces
- Motorcycle Spaces Required = 5 spaces (S 24.13.100 (b) 3) = 5 spaces
- Motorcycle Spaces Provided = 16 spaces
- Motorcycle Spaces Provided = 5 spaces
- Motorcycle Spaces Provided = 3 spaces
- Motorcycle Spaces Provided = 10 spaces

RETAIL CENTER PARKING NOTES

- Parking Spaces Required (S 24.13.100 and S 24.13.100 (b) 1) = 372 spaces (See Note 1)
- Handicap Spaces Required = 165 (S 24.13.100 (b) 2) = 165 spaces
- Handicap Spaces Provided = 172 spaces
- Motorcycle Spaces Required = 5 spaces (S 24.13.100 (b) 3) = 5 spaces
- Motorcycle Spaces Provided = 16 spaces
- Motorcycle Spaces Provided = 5 spaces
- Motorcycle Spaces Provided = 3 spaces
- Motorcycle Spaces Provided = 10 spaces

LC ENGINEERING CONSULTANTS INC.
10000 Valley Center Campus
Imperial Valley Data Center Campus
Imperial, CA 92545
Date: 01/09/26
Sheet: 01 of 01

RETAIL CENTER PARKING

IMPERIAL VALLEY DATA CENTER CAMPUS

CITY OF IMPERIAL, CA

ENGINEER OF RECORD

PLANS PREPARED UNDER THE SUPERVISION OF

DATE: 01/09/26

BY: [Signature]

SCALE: 1" = 75'

APPROVED BY:

DATE: 01/09/26

BY: [Signature]

SCALE: 1" = 75'

REVISIONS

1. Submittal (changed to 002) 01/09/26

UNRECORDED REPAIR MEET

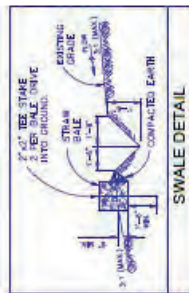
THE WORK IS TO BE COMPLETED BY THE DATE SHOWN ON THIS SHEET.

CALL TOLL FREE 811

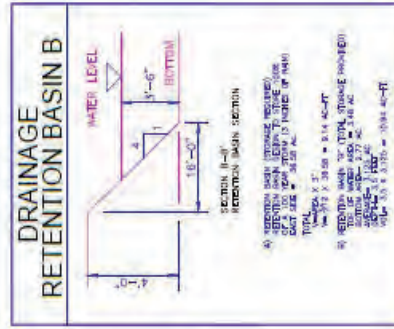
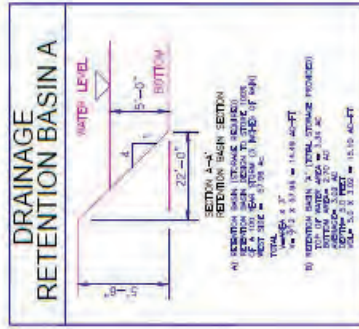
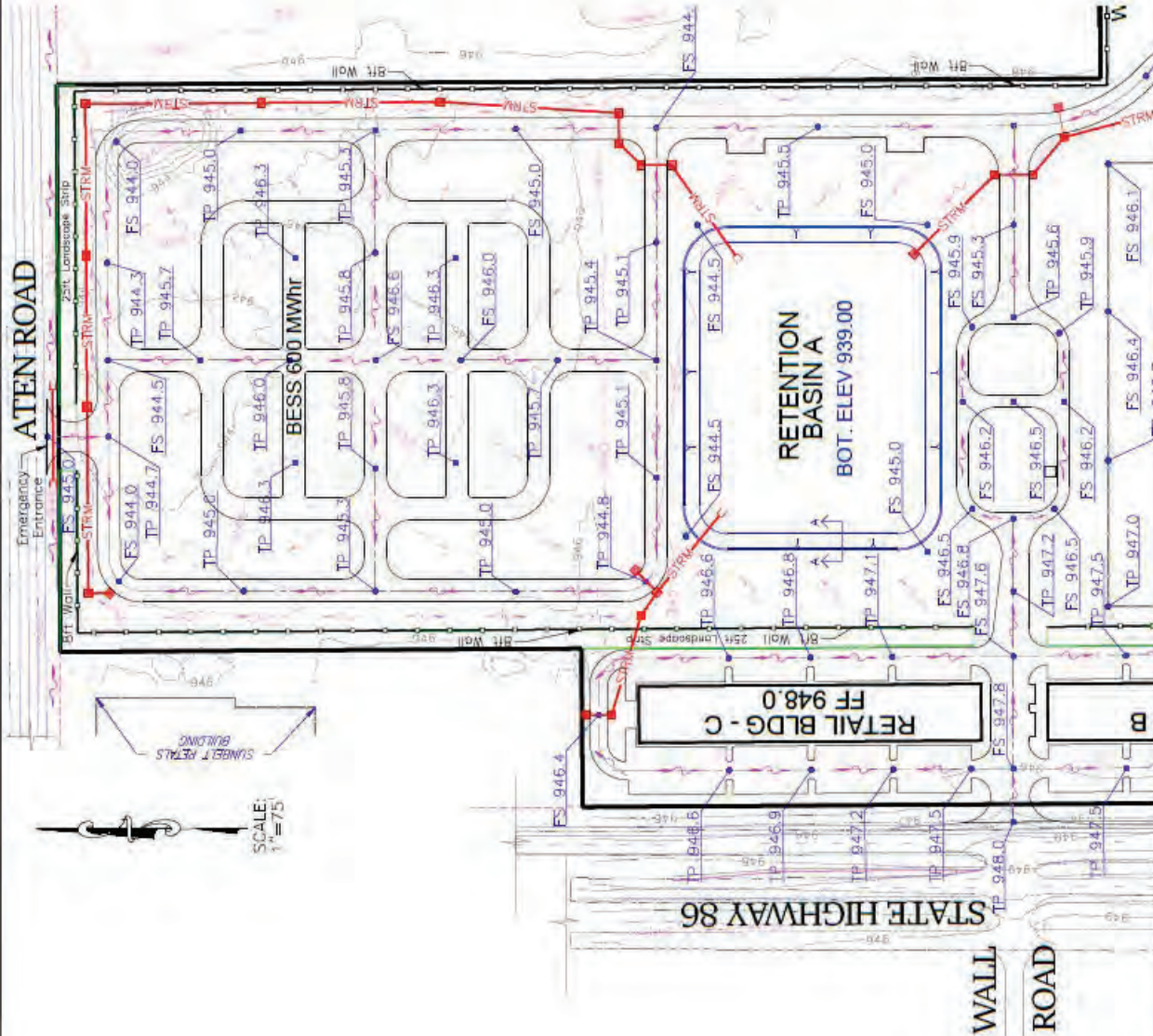
GRADING NOTES

1. A construction water management plan shall be required and provided prior to the issuance of a building permit. Prior to any building permit being issued, a grading permit shall be obtained. Building permits will not be issued for any new construction related to the project until development impact and capacity fees are paid before final inspection.

FLOOD ZONE:
 ACCORDING TO FEMA FLOOD INSURANCE RATE MAP
 (FIRM NO. 080300202C, DATED 8-9-2008)
 THE SITE IS LOCATED IN FLOOD ZONE "X".



LEGEND:	
12" W	PROPERTY BOUNDARY
12" W	NEW WATER LINE
12" W	EXISTING WATER LINE
12" W	NEW SANITARY SEWER
12" W	EXISTING SANITARY SEWER
12" W	NEW STORM DRAIN
12" W	EXISTING STORM DRAIN
12" W	NEW FIRE HYDRANT
12" W	EXISTING FIRE HYDRANT
12" W	NEW ELEC. LINE
12" W	EXISTING ELEC. LINE
12" W	NEW GAS LINE
12" W	EXISTING GAS LINE
12" W	NEW CABLE TV LINE
12" W	EXISTING CABLE TV LINE
12" W	NEW STREET LIGHT
12" W	EXISTING STREET LIGHT
12" W	NEW STREET SIGN
12" W	EXISTING STREET SIGN
12" W	NEW PARKING SPACE
12" W	EXISTING PARKING SPACE
12" W	NEW ELEC. LINE
12" W	EXISTING ELEC. LINE
12" W	NEW GAS LINE
12" W	EXISTING GAS LINE
12" W	NEW CABLE TV LINE
12" W	EXISTING CABLE TV LINE



GRADING PLAN PT 1

IMPERIAL VALLEY DATA CENTER CAMPUS

CITY OF IMPERIAL, CA

SHEET NO. 08

DATE: 05/27/25

BENCHMARK: SEE SHEET NO. 1

SCALE: 1" = 75'

ENGINEER OF RECORD: [Signature]

PLANS PREPARED UNDER THE SUPERVISION OF: [Signature]

DATE: 05/27/25

BY: [Signature]

CHECKED: [Signature]

DATE: 05/27/25

LC ENGINEERING CONSULTANTS, INC.

1045 1st Street, Suite 200

Imperial, CA 92543

TEL: (619) 425-1234

FAX: (619) 425-1235

WWW.LCENGINEERING.COM

PROJECT NO. 25-001

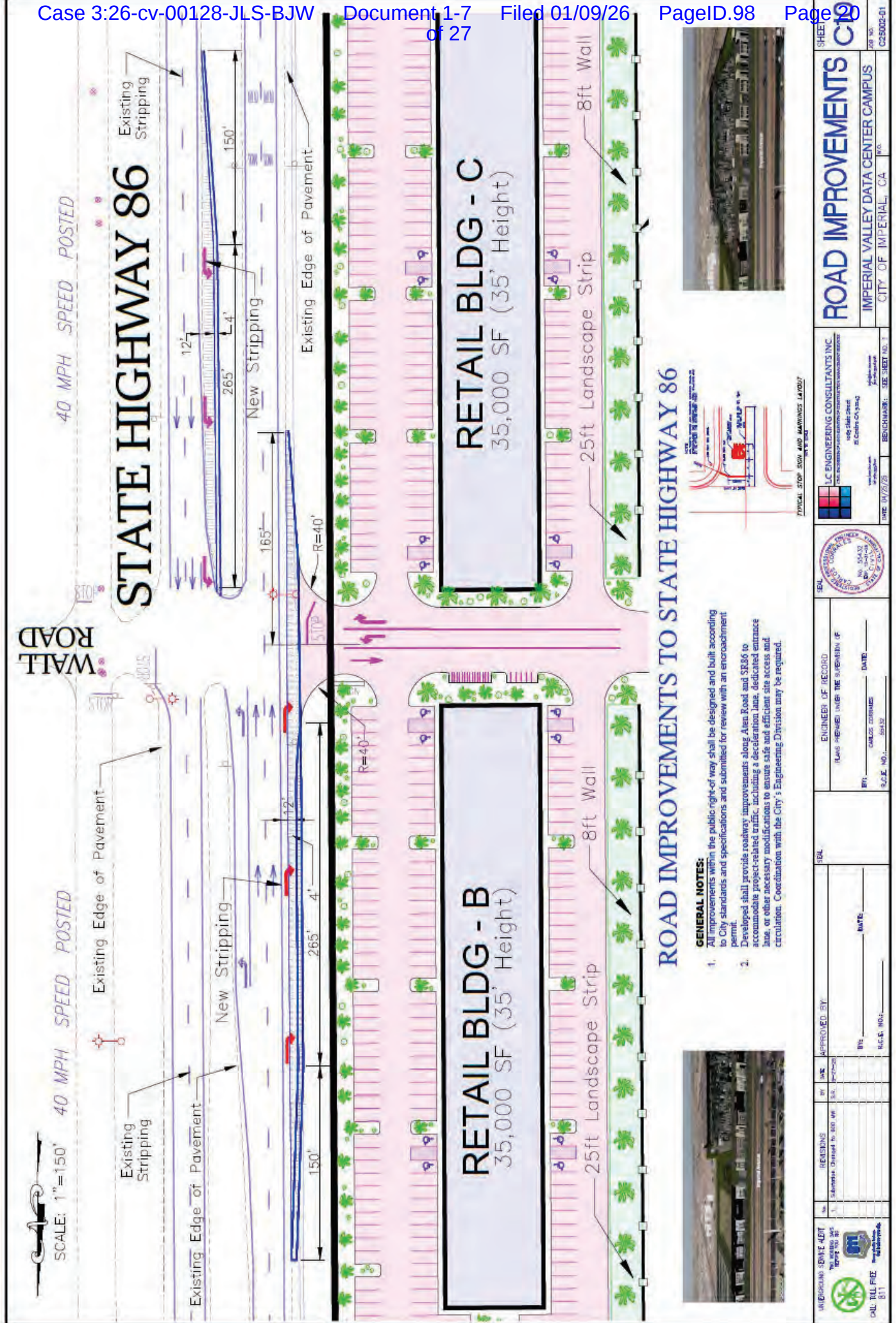
DATE: 05/27/25

BY: [Signature]

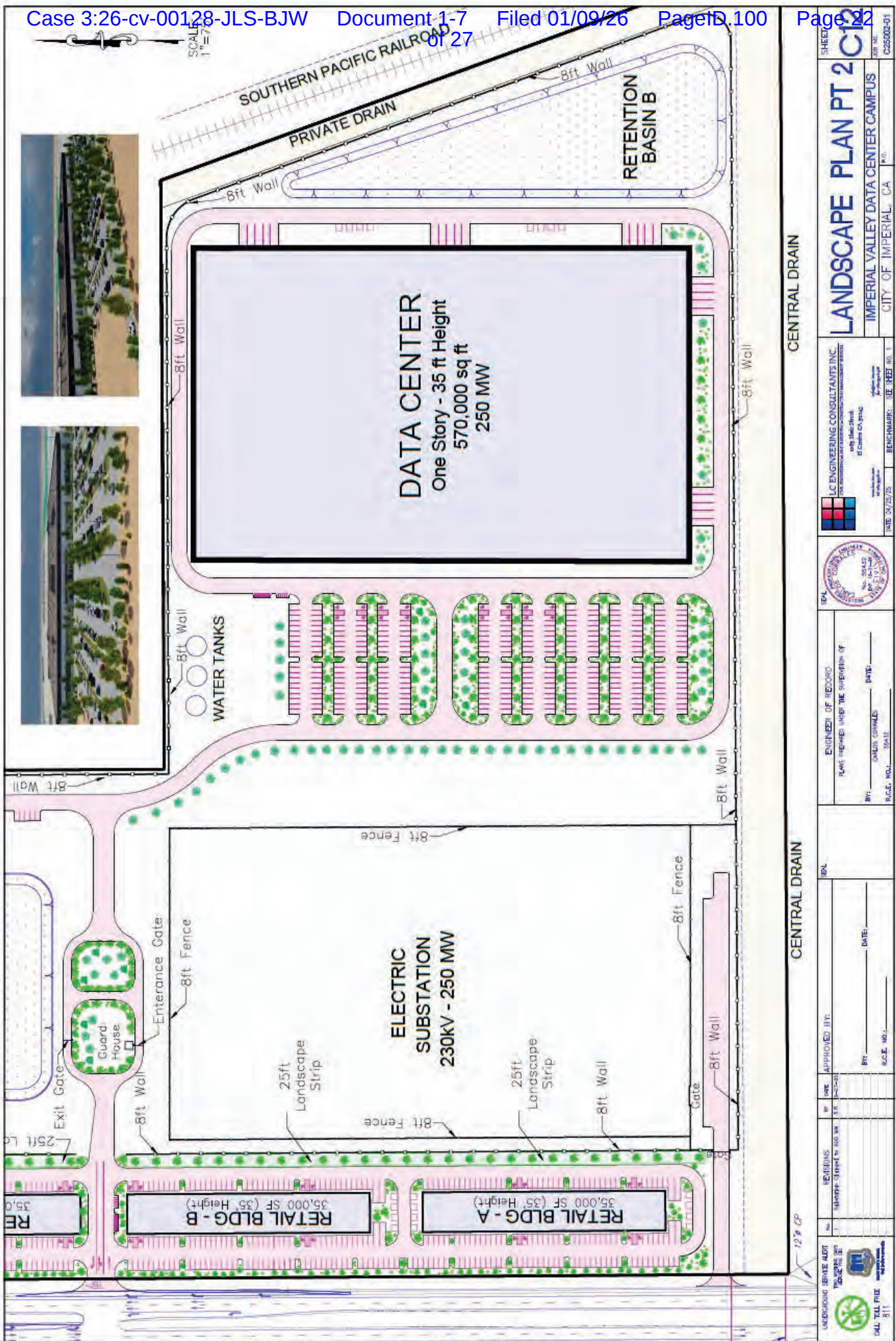
CHECKED: [Signature]

DATE: 05/27/25

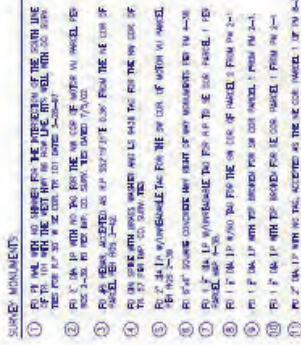




[illegible]



LC ENGINEERING CONSULTANTS INC. 1000 S. Main Street Imperial, CA 92543 DATE: 04/25/25 BENCHMARK: 02 FEB 2011		ENGINEER OF RECORD PLANS REVIEWED UNDER THE SUPERVISION OF BY: _____ DATE: _____ SCALE: 1/8" = 1'-0"		APPROVED BY: DATE: _____ SCALE: 1/8" = 1'-0"		REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>04/25/25</td> <td>ISSUED FOR PERMIT</td> </tr> </table>		NO.	DATE	DESCRIPTION	1	04/25/25	ISSUED FOR PERMIT	UNIVERSITY OF CALIFORNIA Imperial Valley State University Imperial, CA 92543 DATE: 04/25/25 BENCHMARK: 02 FEB 2011	
NO.	DATE	DESCRIPTION													
1	04/25/25	ISSUED FOR PERMIT													
LANDSCAPE PLAN PT 2 of 2				IMPERIAL VALLEY DATA CENTER CAMPUS											
CITY OF IMPERIAL, CA				CITY OF IMPERIAL, CA											



LINE DATA TABLE:

LINE#	TEMPER	DISTANCE	DEPENDENT
L1	N 29.74.07" E	232.66	N 87° 02' 56" E 232.66 (2)
L2	N 09.24.18" E	180.03	S 87° 02' 56" E 160.10 (1)
L3	N 89.10.07" E	202.65	S 89° 10' 23" W 202.63 (1)
L4	N 09.24.18" E	180.03	S 87° 02' 56" E 160.10 (1)

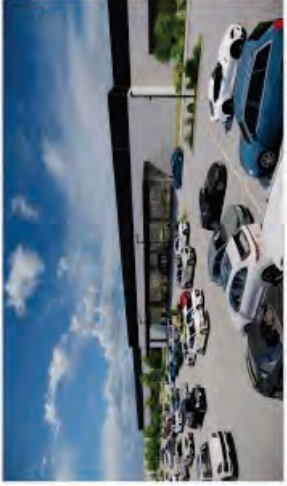
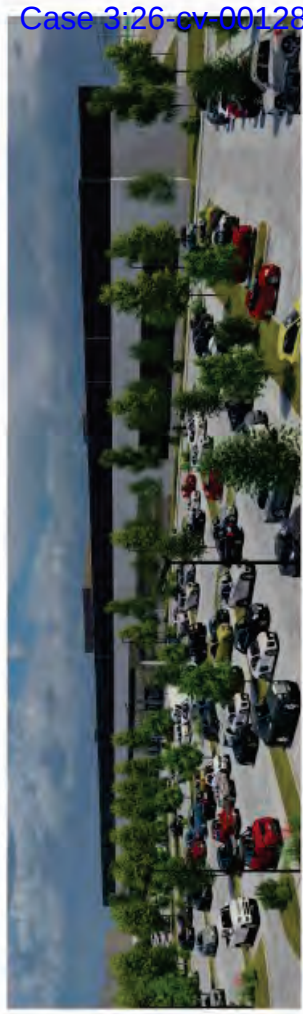
SURVEYOR:

IMPERIAL VALLEY DATA CENTER CAMPUS
CITY OF IMPERIAL, CA *G

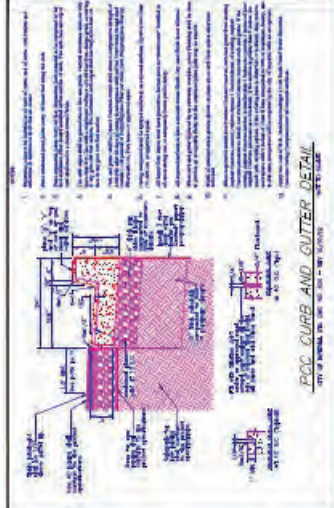
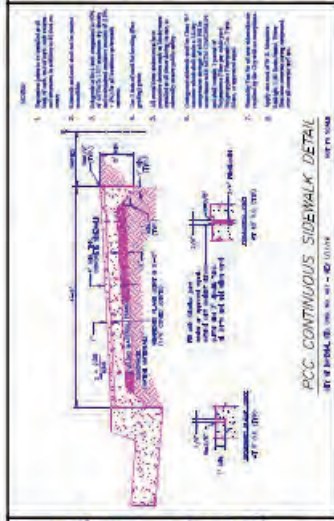
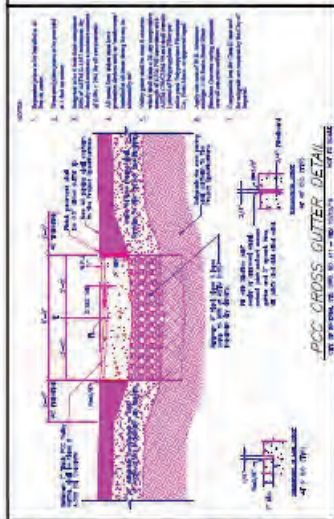
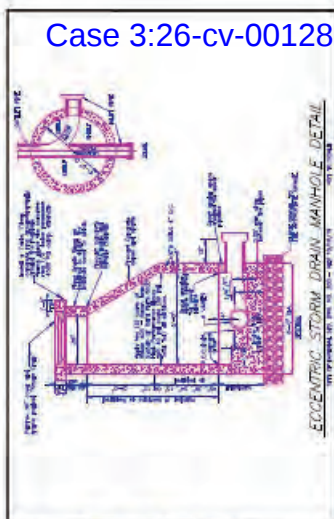
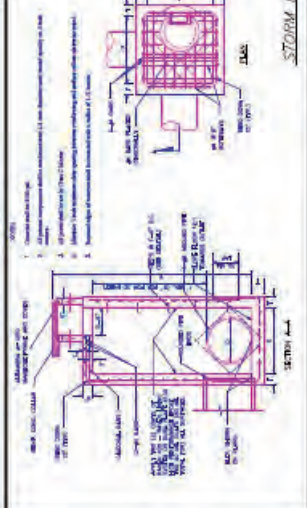
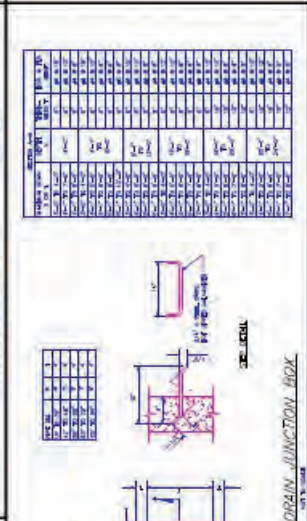
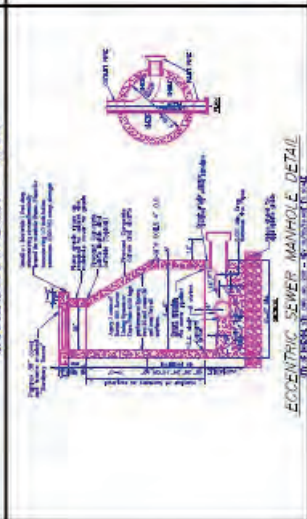
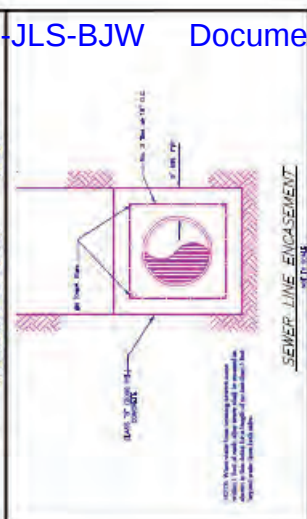
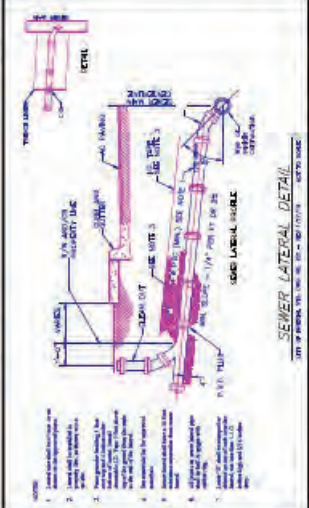
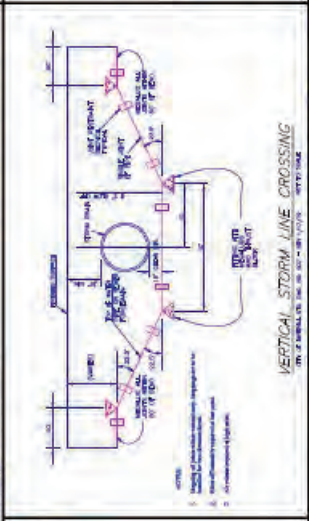
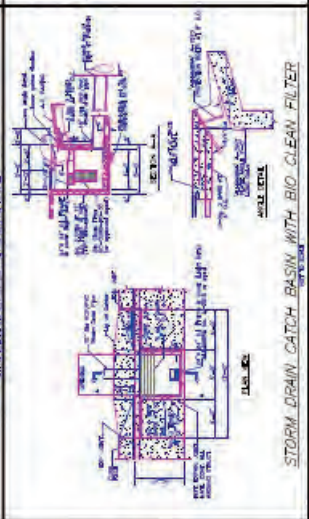
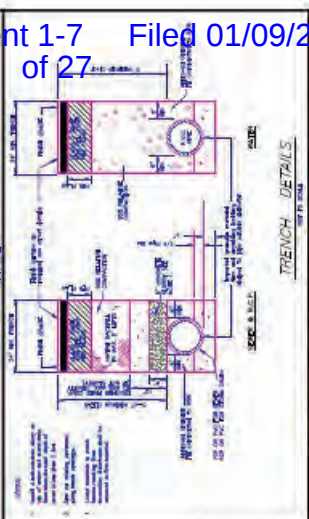
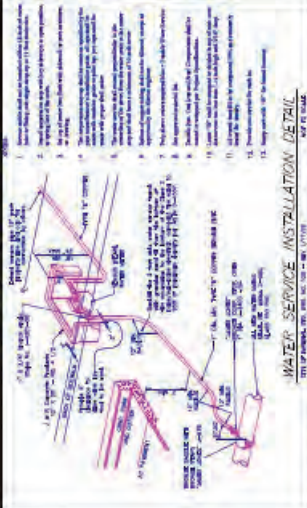
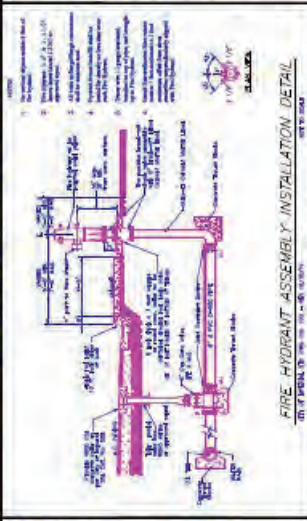
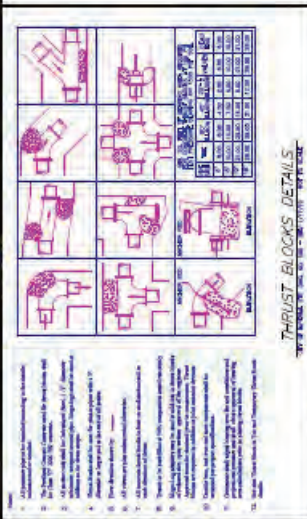
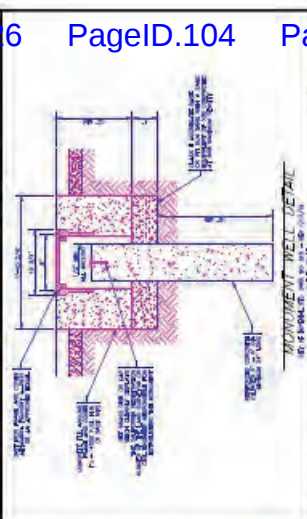
LC ENGINEERING CONSULTANTS INC.
1775 BUCKINGHAM COURT • GAITHERSBURG, MD 20878
1-800-451-3333 • FAX 301-948-3333 • WWW.LCENGINEERING.COM

NO	ST	AGE	RELIGION	EMPLOYED IN
				STAFF
				TRAINED IN
				M. ORFELD
				EMPLOYED BY
				M. LAM

NOTE: No weapons registered these items are not the responsibility of, or under the jurisdiction, of the State of Illinois. All changes to this plan must be in accordance with the Illinois State Police.



		ARCHITECTURAL PLAN IMPERIAL VALLEY DATA CENTER CAMPUS CITY OF IMPERIAL, CA		SHEET NO. 015 OF 015
L.C. ENGINEERING CONSULTANTS, INC. 1800 State Street Suite 200 Imperial, CA 92243		DATE: 01/09/26 BY: CARLOS GONZALEZ R.C.E. NO.: 54332		BENCHMARK: SEE SHEET NO. 1
UNDERGROUND SERVICE ADJUST 15' MIN. TO 10' MAX. 011		APPROVED BY: _____ DATE: _____		SEAL
REVISIONS 1. 1/9/26: 15' MIN. TO 10' MAX.		APPROVED BY: _____ DATE: _____		SEAL
Imperial Avenue		APPROVED BY: _____ DATE: _____		SEAL

 PCC CURB AND GUTTER DETAIL SEE SHEET 10 FOR 12" WALKWAY	 PCC CONTINUOUS SIDEWALK DETAIL SEE SHEET 10 FOR 12" WALKWAY	 PCC CROSS GUTTER DETAIL SEE SHEET 10 FOR 12" WALKWAY	 ECCENTRIC STORM DRAIN MANHOLE DETAIL SEE SHEET 10 FOR 12" WALKWAY
 STORM DRAIN JUNCTION BOX SEE SHEET 10 FOR 12" WALKWAY	 ECCENTRIC SEWER MANHOLE DETAIL SEE SHEET 10 FOR 12" WALKWAY	 SEWER LINE ENCASEMENT SEE SHEET 10 FOR 12" WALKWAY	 TRENCH DETAILS SEE SHEET 10 FOR 12" WALKWAY
 SEWER LATERAL DETAIL SEE SHEET 10 FOR 12" WALKWAY	 VERTICAL STORM LINE CROSSING SEE SHEET 10 FOR 12" WALKWAY	 STORM DRAIN CATCH BASIN WITH BIO CLEAN FILTER SEE SHEET 10 FOR 12" WALKWAY	 MOUNTING WELL DETAIL SEE SHEET 10 FOR 12" WALKWAY
 WATER SERVICE INSTALLATION DETAIL SEE SHEET 10 FOR 12" WALKWAY	 FIRE HYDRANT ASSEMBLY INSTALLATION DETAIL SEE SHEET 10 FOR 12" WALKWAY	 THRUST BLOCKS DETAILS SEE SHEET 10 FOR 12" WALKWAY	 CONSTRUCTION DETAILS IMPERIAL VALLEY DATA CENTER CAMPUS CITY OF IMPERIAL, CA

UNDERGROUND SERVICE ALERT CALL 811 811	APPROVED BY: _____ DATE: _____	ENGINEER OF RECORD PLEASE REVIEW UNDER THE SUPERVISION OF DATE: _____ DATE: _____	SHEET NO. 16 CS5002-01
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EXHIBIT 7

City email Reclaimed Water (5-20-25)



Sebastian Rucci <sebastian@ruccilaw.com>

FW: Title 22 Engineering Report

David Dale <ddale@imperial.ca.gov>

Mon, May 19, 2025 at 3:51 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Tom DuBose <tom@dubosedesigngroup.com>

Let me try to contact Webb. If they don't respond, I can have our attorney prepare a quick contract for us to do the report.

David Dale, PE, PLS

Public Services Director

City of Imperial

420 S. Imperial Avenue

Imperial, CA 92251

760-355-3336 direct





Sebastian Rucci <sebastian@ruccilaw.com>

FW: Title 22 Engineering Report

David Dale <ddale@imperial.ca.gov>

Tue, May 20, 2025 at 9:29 AM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Tom DuBose <tom@dubosedesigngroup.com>

I got word that Webb Associates will provide you with a proposal within 2-3 days. If you don't hear from them, please let me know.

David Dale, PE, PLS

Public Services Director

City of Imperial

420 S. Imperial Avenue

Imperial, CA 92251

760-355-3336 direct



From: Sebastian Rucci <sebastian@ruccilaw.com>**Sent:** Monday, May 19, 2025 2:54 PM**To:** David Dale <ddale@imperial.ca.gov>

EXHIBIT 8

Email to City on Zoning (5-30-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Amended Plans for Data Center Campus

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, May 30, 2025 at 12:49 PM

To: Katherine Turner <kturner@cityofimperial.org>

Good afternoon Katie,

I have been packaging and delivering complex development projects for 40 years, leveraging a diverse skill set that includes engineering, land use planning, and real estate development. My objective is to secure the City's approval for this transformative project in collaboration with all stakeholders. As part of that commitment, we have already agreed to conduct studies and provide mitigation as needed as the project progresses--offering the City assurance and demonstrating to Google that this development will move forward without unnecessary CEQA complications. While I will share my perspective on applicable law in my letter to Othon, I would like to obtain approval in a manner that minimizes legal friction. I view this as a collaborative negotiation in which all parties--especially the City--stand to gain.

Your support in moving this project forward would be deeply appreciated. We have assembled sufficient land in Imperial County to accommodate six data centers, establishing the region as California's premier data center hub. The first facility--Data Center #1, located within the City of Imperial--will operate at 250 MW, making it the largest in the state by a wide margin. Additional data centers are planned in El Centro and unincorporated Imperial County, all contiguous to Data Center #1 and permitted as-of-right under current zoning.

I understand that the scale of the proposed building has raised some concerns. However, it's important to note that nearby large-scale commercial developments--such as Walmart, Costco, and Home Depot--were all approved as-of-right as commercial buildings within commercial zones. Over a decade ago, I secured approval for a 277,000 square-foot shopping center at 2nd & PCH in Long Beach under similar zoning compliance principles. Our position is that the City's zoning code supports approval of this facility as-of-right. That said, we remain open to reasonable mitigation requests, just as we would if the project were subject to CEQA. For example, at the City's suggestion, we added commercial retail development along Imperial Avenue to create a buffer zone--an enhancement that was well-received by Google and is now part of our amended plan.

Nationally, many data center developments have stalled or been withdrawn due to controversy. Google is particularly sensitive to controversy and will not step forward publicly until all significant concerns are resolved. Currently, we have three applications submitted to IID (with three more coming by the end of summer), all of which are progressing, thanks to the availability of power infrastructure in Imperial County. Data Center #1 will be the largest in California at 250 MW--five times the current largest facility in the state. Ultimately, we plan to build six data centers in Imperial, totaling over 1 GW of capacity. While companies like Google have been wary of California's permitting challenges, over the past year, I've worked hard to demonstrate that this project is viable and can proceed without controversy. Their advisors have come to agree. However, if the City chooses to require CEQA review and does not approve the project as of right, it will pivot and focus on other data center sites in the region that can be approved as of right. We have already secured approval for 250 MW on the 230 kV S-Line and can easily reallocate that power.

The City has substantial legal grounds to approve the project as of right, and the benefits to the community are significant. The current assessed value of the City of Imperial is approximately \$1.94 billion. This single project could double that tax base, with the City receiving significantly increased tax revenues. In addition, construction will generate over 1,000 temporary jobs and approximately 75 permanent positions at the data center, as well as new employment opportunities from the added retail and commercial elements. Beyond economic impact, this project offers the City the chance to make history: to be known as the home of the largest data center in California. Initial construction is anticipated to begin within 4--6 months, with the facility and accompanying retail expected to be fully operational within two years.

I would be grateful for your continued support to secure approval as of right. We remain open and responsive to feedback and are committed to making adjustments as necessary to ensure the project moves forward successfully and with the City's blessing. Please feel free to contact me at (330) 720-0398 at any time. Let's work together to deliver a project that brings lasting value to the City and its residents.

Thank you,

Sebastian
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.

EXHIBIT 9
Email to City
County Zoning
(6-03-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Amended Plans for Data Center Campus

Sebastian Rucci <sebastian@ruccilaw.com>

Tue, Jun 3, 2025 at 5:03 PM

To: Katherine Turner <kturner@cityofimperial.org>

Hi Katie,

I will provide you with a memo by morning outlining the permitting and entitlement process for data centers in another jurisdiction, with a focus on California. We have multiple data centers that we are seeking to permit in Imperial County. Data Center #1 is the one in the City of Imperial. Data Center #2 is contiguous to #1 and located in Imperial County. Data Center #3 is located in the City of El Centro (a Map with the three Data Centers is attached). Data Center #2 is a permitted use in Imperial County. See attached Imperial County § 90515 - 01 Permitted uses in the M-1 zone, see subsection bbb, "Data center" uses are permitted in the M-1 Zone." Similarly, Data Center #3 is located in El Centro and is also a permitted use under their zoning code. I will provide you with a memo by morning outlining the permitting and entitlement process for data centers in another jurisdiction.

Thank you.

Sebastian

2 attachments



Imperial County Light Industrial M-1.pdf
269K



Base Maps for Hyperscale Data Centers.pdf
1521K

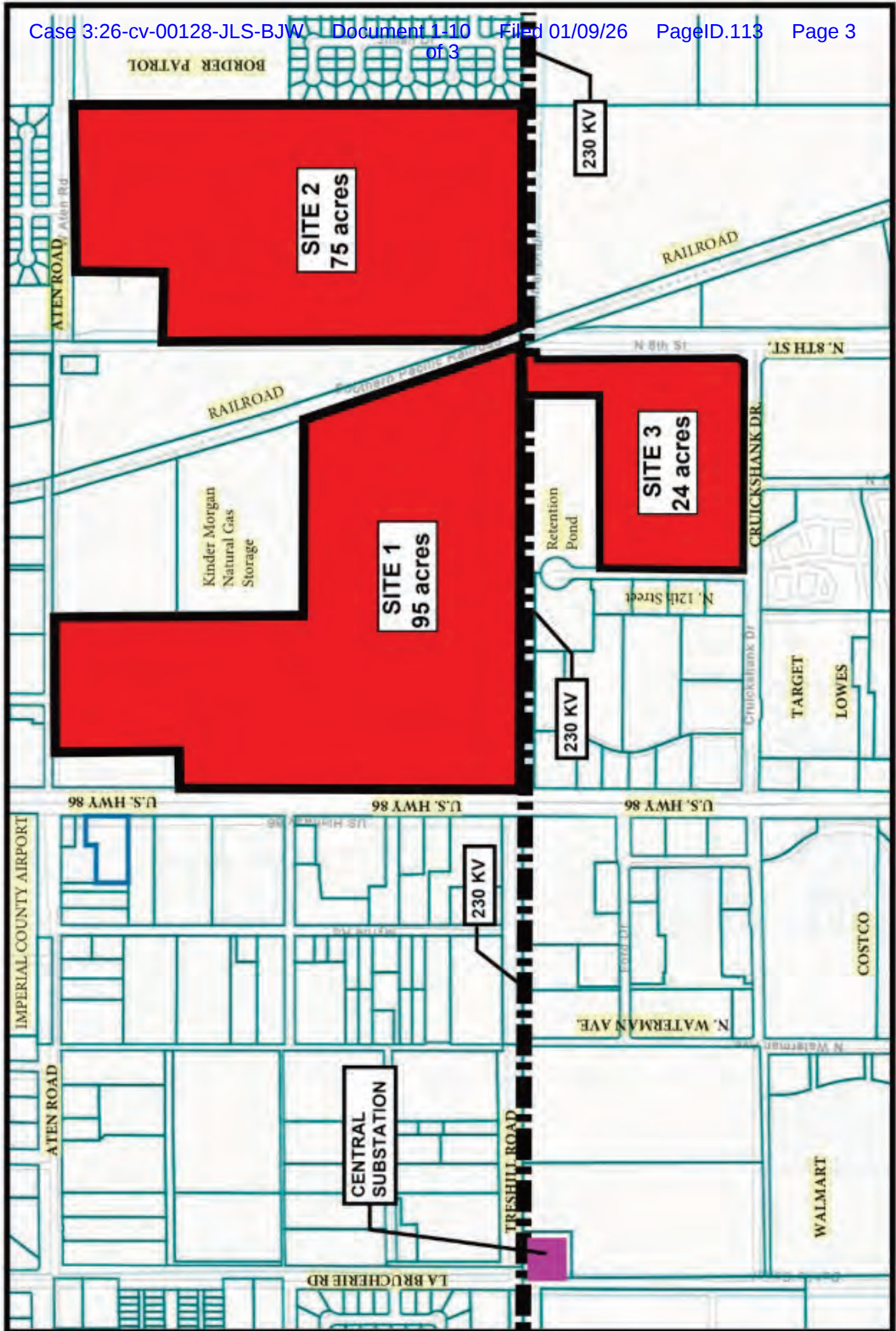


EXHIBIT 10
Email to City
Copy of County Plans
(6-04-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Memo on Data Center's as of Right in California

1 message

Sebastian Rucci <sebastian@ruccilaw.com>

Wed, Jun 4, 2025 at 11:48 AM

To: Katherine Turner <kturner@cityofimperial.org>

Good Morning Katie,

I've attached a memo on Data Centers Approved As of Right in California. The memo included nine examples of data centers approved as of right in California. The memo also contains five examples of data centers approved as of right in other states.

As stated yesterday, the land for Data Center #2 is located in Imperial County and under Imperial County § 90515 - 01, permitted uses in the M-1 zone include "Data center" uses, which "are permitted in the M-1 Zone" as of right. I have attached a draft plan of the data center located on contiguous land in the County.

The data center in Imperial is similarly approvable as of right in the City of Imperial, as it is located on industrial land within the City. The Data Center building is situated on land zoned I-2, which permits "Business, professional, and research offices" as a permitted use by right in the I-2 Zone. (Imperial Zoning Ordinance § 24.07.120 sub. C.4; Services in the I-2 Industrial Zone). Like the other examples, this is sufficient to support approval as of right, without CEQA review. Thank you for taking an interest in getting this incredible project moving forward.

Sincerely,

Sebastian Rucci
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

2 attachments

**As of Right Data Centers (6-04-25).pdf**

162K

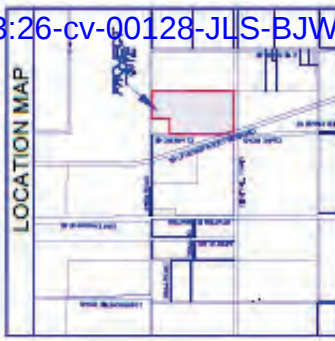
**Data Center No. 2 Site Plan.pdf**

5322K

IMPERIAL VALLEY DATA CENTER CAMPUS #2

IMPERIAL COUNTY, CALIFORNIA

SCALE: 1" = 100'



SHEET INDEX

- C1 - TITLE INDEX SHEET
- C2 - SITE PLAN
- C3 - UTILITY PLAN
- C4 - PARKING PLAN
- C5 - GRADING PLAN
- C6 - ATEN ROAD IMPROVEMENT PLAN
- C7 - LANDSCAPE PLAN
- C8 - CONCEPTUAL ARCHITECTURAL PLAN
- C9 - CONSTRUCTION DETAILS
- C10 - CONSTRUCTION NOTES

DEVELOPER IMPERIAL VALLEY DATA CENTER CAMPUS #2 1800 PACIFIC COAST HIGHWAY, SUITE 202 ESSEX, CALIFORNIA 92541 CONTACT: (951) 871-1234 Email: info@imperialvalleydatacenter.com	CONSULTANT THE ENGINEERING CONSULTANTS, INC. 1800 PACIFIC COAST HIGHWAY, SUITE 202 ESSEX, CALIFORNIA 92541 CONTACT: (951) 871-1234 Email: info@imperialvalleydatacenter.com
ARCHITECT CARLOS CORREA, P.E., S.C.E. 1800 PACIFIC COAST HIGHWAY, SUITE 202 ESSEX, CALIFORNIA 92541 CONTACT: (951) 871-1234 Email: info@imperialvalleydatacenter.com	ENGINEER MARCO LAM, P.E., S.C.E. 1800 PACIFIC COAST HIGHWAY, SUITE 202 ESSEX, CALIFORNIA 92541 CONTACT: (951) 871-1234 Email: info@imperialvalleydatacenter.com



TITLE SHEET

IMPERIAL VALLEY DATA CENTER CAMPUS #2

COUNTY OF IMPERIAL, CA

ENGINEERING CONSULTANTS, INC.
 1800 PACIFIC COAST HIGHWAY, SUITE 202
 ESSEX, CALIFORNIA 92541
 CONTACT: (951) 871-1234
 Email: info@imperialvalleydatacenter.com

THE ENGINEERING CONSULTANTS, INC.
 1800 PACIFIC COAST HIGHWAY, SUITE 202
 ESSEX, CALIFORNIA 92541
 CONTACT: (951) 871-1234
 Email: info@imperialvalleydatacenter.com

DATE OF RECORD
 MAY 1998

DATE OF REVISION
 MAY 1998

DATE OF REVISION
 MAY 1998

DATE OF RECORD
 MAY 1998

DATE OF REVISION
 MAY 1998

DATE OF REVISION
 MAY 1998

EXHIBIT 11
Email to City
As of Right Memo
(6-06-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Amended Plans for Data Center Campus

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Jun 6, 2025 at 9:39 AM

To: Othon Mora <Omora@imperial.ca.gov>

Cc: Othon Mora <OMora@imperial.ca.gov>, David Dale <Ddale@imperial.ca.gov>, Michael@dmgeconomics.com, Andrew Loper <AndrewLoper@co.imperial.ca.us>, MSheffield@cityofimperial.org, Yvonne Cordero <YCordero@imperial.ca.gov>, Tom DuBose <Tom@dubosedesigngroup.com>, Areel@imperial.ca.gov, CCole@imperial.ca.gov, Carlos Corrales <carloscorrales@lcec-inc.com>, Annette Leon <annette@dubosedesigngroup.com>

Good Morning Othon,

I've attached an updated memo on Data Centers Approved As of Right with 25 data centers identified (14 in California). The list includes data centers for Google, Meta, Microsoft, and Amazon. My staff stopped at 25, but I'm certain there are more, as this is one of the principal reasons why some cities have attracted these significant data center investments. Hope this helps. If you wish to discuss further or seek additional information on this issue, please let me know.

Thank you.

Sincerely,

Sebastian
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

[Quoted text hidden]

**As of Right Data Centers (6-06-25).pdf**

248K

LAW OFFICE OF SEBASTIAN RUCCI, P.C.

16400 Pacific Coast Highway, Suite 212

Huntington Beach, CA 92649

Phone: (562) 901-0199

Sebastian@RucciLaw.com

**DATA CENTERS APPROVED AS OF RIGHT IN CALIFORNIA
(NO CEQA REVIEW)**

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LAW OFFICE OF SEBASTIAN RUCCI, P.C.

16400 Pacific Coast Highway, Suite 212

Huntington Beach, CA 92649

Phone: (562) 901-0199

Sebastian@RucciLaw.com

DATA CENTERS APPROVED AS OF RIGHT IN CALIFORNIA (NO CEQA REVIEW)

MECHANISM'S IN CALIFORNIA TO APPROVE DATA CENTERS WITHOUT CEQA REVIEW

- **By-Right Zoning & Ministerial Permits:** California law makes a critical distinction between ministerial and discretionary projects. CEQA is only triggered by discretionary approvals.¹ Many jurisdictions zone areas to allow data centers as a permitted use (“by right”), meaning a compliant project only needs building permits or at most staff-level design review. Such approvals are typically ministerial -- officials have no subjective judgment to deny or impose major conditions if code standards are met. For example, Santa Clara’s industrial zones permit data centers outright; projects that conform to development standards can proceed with only administrative architectural review, thus avoiding CEQA in most cases.² Similarly, in Redwood City, smaller data facilities in certain commercial zones have been approved ministerially,³ under form-based code rules -- an infamous case in Arcata notes that a disliked “EdgeConnex” data center was allowed by a ministerial process because it met zoning requirements.⁴ The lack of discretionary hearing meant no CEQA analysis or public environmental review.
- **General Plan/Specific Plan Consistency (CEQA Streamlining):** Large data center projects often piggyback on prior environmental analyses. Under CEQA Guidelines § 15183 and § 15168, if a project is consistent with the density/intensity of development

¹ <https://www.planetizen.com/news/2018/02/97383-ceqa-main-impediment-housing-construction-california#:~:text=In%20a%20column%20last%20October,no%20CEQA%20compliance%20is%20required>

² <https://www.planetizen.com/news/2018/02/97383-ceqa-main-impediment-housing-construction-california#:~:text=In%20a%20column%20last%20October,no%20CEQA%20compliance%20is%20required>

³ <https://arcata1.com/how-redwood-city-handles-ministerial-planning-commission-review/#:~:text=>

⁴ <https://arcata1.com/how-redwood-city-handles-ministerial-planning-commission-review/#:~:text=Opinion%3A%C2%A0%20On%20the%20other%20hand%2C,is%20the%20historic%20Portuguese%20Hall>

evaluated in an existing EIR (such as a General Plan EIR or Specific Plan EIR), a city may approve it without a new CEQA document, as long as no new significant impacts arise.⁵ Jurisdictions use this to streamline approvals of data centers in planned industrial parks. For instance, Sunnyvale’s planning staff recently approved a development by relying on the Lawrence Station Area Plan EIR for CEQA coverage, declaring “no additional review required” since impacts were already addressed.⁶ The same logic has been applied to data centers in master-planned campuses (e.g. Sacramento’s Metro Air Park, or portions of Santa Clara) -- the environmental effects (air quality, etc.) fall within envelope studied earlier, so no new CEQA process (or at most an addendum or checklist) is done. **This effectively treats the project as by-right under a pre-approved plan.**

- **Statutory and Categorical Exemptions:** In some cases, agencies invoke specific CEQA exemptions for data center projects:

Ministerial Exemption (PRC § 21080(b)(1)): Even without explicit zoning plans, an approval can be declared ministerial by the agency. For example, the City of Vernon treated its data center variance approval as ministerial to the extent it didn’t authorize physical development, citing CEQA’s ministerial exemption.⁷ If a building permit is the only approval, that permit is by definition ministerial and exempt.⁸

Common Sense Exemption: CEQA Guidelines § 15061(b)(3) allows skipping review if it’s certain the activity will have no significant effect. Agencies rarely rely on this for large data centers due to issues like diesel generators and energy use, but Vernon did so in approving the zoning variance for the Prime data center (deferring any future environmental analysis to building permit stage).⁹

⁵ <https://sunnyvaleca.legistar.com/LegislationDetail.aspx?From=RSS&ID=6373089&GUID=6D46B7CA-4E3A-4B29-B273-2F5894603590&G=FA76FAAA-7A74-41EA-9143-F2DB1947F9A5&FullText=1#:~:text=2022,18%20Preliminary>

⁶ <https://sunnyvaleca.legistar.com/LegislationDetail.aspx?From=RSS&ID=6373089&GUID=6D46B7CA-4E3A-4B29-B273-2F5894603590&G=FA76FAAA-7A74-41EA-9143-F2DB1947F9A5&FullText=1#:~:text=2022,18%20Preliminary>

⁷ <https://d2kbkoa27fdvtw.cloudfront.net/cityofvernon/51e1f25d6db1b1dfafb7892b893db6570.pdf#:~:text=A,zoning%20code%20variance%20requested%20for>

⁸ <https://www.planetizen.com/news/2018/02/97383-ceqa-main-impediment-housing-construction-california#:~:text=In%20a%20column%20last%20October,no%20CEQA%20compliance%20is%20required>

⁹ <https://d2kbkoa27fdvtw.cloudfront.net/cityofvernon/51e1f25d6db1b1dfafb7892b893db6570.pdf#:~:text=A,zoning%20code%20variance%20requested%20for>

Categorical Exemptions: Smaller-scale data center projects or those involving reuse of existing structures may fit into CEQA's categorical exemptions. Class 1 (Existing Facilities) can cover conversion of an existing warehouse or office to a data center, if negligible expansion is involved. Class 32 (Urban Infill) can exempt projects on sites under 5 acres in urbanized areas, if they meet criteria like consistency with general plan and no significant impacts -- a modest-sized data center on a vacant lot could qualify. In practice, categorical exemptions have been used for auxiliary or smaller data facilities.

- **Local Zoning Policies Facilitating Ministerial Approval:** Several jurisdictions have proactively adjusted zoning codes to make data center approvals easier (and thus outside CEQA by removing discretionary steps). For instance, **Santa Clara updated its code in the 2010s to classify data centers within standard industrial/office categories**, often not requiring use permits.¹⁰ The city even streamlined design review for data centers, sometimes handling it at staff level unless certain thresholds (height, etc.) are exceeded. San Jose and others have considered similar measures in designated tech industrial areas. The rationale is that data centers, while large, have relatively low traffic and no noxious emissions during normal operation, so they can be treated akin to warehouses or R&D labs in zoning terms. By eliminating special permits, these cities make the building permit the key approval, which is non-discretionary. The result: no Planning Commission hearings, no CEQA review. The project still must comply with building codes and any performance standards (e.g. noise limits, generator emissions under air district rules).
- **Summary of Legal Mechanisms to Approve Data Centers Without CEQA Review.** **Permissive zoning that makes the project "as-of-right" is the most common** -- when a data center aligns with existing plans and only needs ministerial permits, CEQA is essentially sidestepped. Additionally, tiering off prior EIRs allows data center projects to proceed with at most a checklist and no new EIR.¹¹ **Santa Clara, for example, credits its by-right approval process as a reason it leads the state in data centers.**¹² The current practice in many jurisdictions is to use every available by-right or exemption tool to streamline data center approvals.¹³

¹⁰ <https://santaclara.legistar.com/LegislationDetail.aspx?ID=6900761&GUID=E3932D91-7306-4700-85D8-66AD34662DF4&FullText=1#:~:text=General%20Plan%3A%20Low%20Intensity%20Office,Research%20%26%20Development>

¹¹ <https://sunnyvaleca.legistar.com/LegislationDetail.aspx?From=RSS&ID=6373089&GUID=6D46B7CA-4E3A-4B29-B273-2F5894603590&G=FA76FAAA-7A74-41EA-9143-F2DB1947F9A5&FullText=1#:~:text=2022,18%20Preliminary>

¹² <https://sanjosespotlight.com/santa-clara-data-centers-hit-max-energy-capacity/#:~:text=centers%20affect%20residents%20and%20the,environment>

¹³ <https://www.planetizen.com/news/2018/02/97383-ceqa-main-impediment-housing-construction-california#:~:text=In%20a%20column%20last%20October,no%20CEQA%20compliance%20is%20required>

FOURTEEN DATA CENTERS APPROVED BY-RIGHT IN CALIFORNIA

1. ARCATA DATA CENTER, HUMBOLDT COUNTY, CALIFORNIA:

Location/Size/Capacity: Arcata (Humboldt County), 1296 11th Street, Humboldt County, California. 10,000 square feet renovated warehouse with backup diesel generators and fuel cell power. Approval Year: Feb. 2020.¹⁴

Zoning/By-Right: Zoned Industrial/Light Industrial, which permitted data centers and telecom facilities outright. The project was essentially a reuse of an existing commercial building, requiring only ministerial permits (building and encroachment permits) and no discretionary review. City staff noted the proposal was reviewed simply to determine “what permits, if any, would be needed” -- implying no formal planning entitlement was required beyond building permits.¹⁵

Why No CEQA: Because the project did not trigger any discretionary approvals, it was ministerial under CEQA. CEQA applies only to discretionary projects, so this as-of-right conversion avoided CEQA analysis.¹⁶ Additionally, the modest scope qualified for a categorical exemption as an Existing Facilities reuse (Class 1) or small infill development, had any minor use permits been needed. The City did not prepare a CEQA document for this project.

2. PRIME DATA CENTER, VERNON CAMPUS, LOS ANGELES, CALIFORNIA:

Location/Size/Capacity: City of Vernon (Los Angeles County) on S. Santa Fe Avenue, Vernon, California. Modern hyperscale data center consuming up to 49.9 MW of power in a multi-story 200,000 plus square feet facility.¹⁷ Approval Year: May 2022.

Zoning/By-Right: Located in Vernon’s industrial zone within the Westside Specific Plan area, where data centers are an encouraged use. The data center itself was permitted by-right under existing zoning; the developer only needed a variance for outdated

¹⁴ <https://lostcoastoutpost.com/2020/aug/21/remember-fat-internet-pipe-was-going-rise-out-sea/#:~:text=The%20Arcata%20Community%20Development%20Department,the%20city%20about%20the%20property>

¹⁵ <https://lostcoastoutpost.com/2020/aug/21/remember-fat-internet-pipe-was-going-rise-out-sea/>

¹⁶ <https://www.planetizen.com/news/2018/02/97383-ceqa-main-impediment-housing-construction-california>

¹⁷ <https://d2kbkoa27fdvtw.cloudfront.net/cityofvernon/51e1f25d6db1b1dfafb7892b893db6570.pdf#:~:text=Prime%20Data%20has%20approached%20the,truck%20parking%2C%20truck%20loading%2C%20truck>

development standards (parking/loading requirements designed for warehouses). No conditional use permit was required for the use itself.¹⁸

Why No CEQA: Vernon's City Council found the approval exempt from CEQA under the "common sense" exemption (14 CCR § 15061(b)(3)), concluding the zoning variance (and by extension the project) would not have significant environmental effects. No CEQA document was prepared for the variance approval. The actual building construction will proceed as a ministerial action consistent with the specific plan; any future environmental analysis would only occur if a discretionary action or an unforeseen impact arose. In essence, **the project's compliance with by-right zoning and its ministerial permitting path meant no CEQA review was required** at entitlement.¹⁹

3. SANTA CLARA SV DATA CENTER, SANTA CLARA, CALIFORNIA:

Location/Size/Capacity: City of Santa Clara (Silicon Valley) -- Walsh Ave, near Lafayette Street, in Santa Clara. 435,000 square feet, four-story data center; designed with 80 MW of backup diesel generators (32 - 3 MW units) for resiliency.²⁰ This is a hyperscale facility serving cloud/colocation clients. Approval Year: 2019.

Zoning/By-Right: Zoned Heavy Industrial (MH) in Santa Clara, **where data centers are an allowed by-right use**. Santa Clara actively attracts data centers -- the city now has 55 data centers in operation,²¹ and more under development.²² In industrial zones north of Central Expressway, data center projects generally require only an Architectural Review approval (handled administratively) and then building permits.²³ No conditional use permit or rezoning was needed for 651 Walsh, since it conformed to the General Plan and zoning. Notably, Santa Clara had previously certified program level EIRs for its General Plan and utility plans, which anticipated industrial development in this area.

¹⁸ <https://d2kbkoa27fdvtw.cloudfront.net/cityofvernon/51e1f25d6db1b1dfafb7892b893db6570.pdf#:~:text=Prime%20Data%20has%20approached%20the,truck%20parking%2C%20truck%20loading%2C%20truck>

¹⁹ <https://d2kbkoa27fdvtw.cloudfront.net/cityofvernon/51e1f25d6db1b1dfafb7892b893db6570.pdf>

²⁰ https://www.baaqmd.gov/%7E/media/files/planning-and-research/ceqa-letters/2020/comment-letter-for-walsh-data-center-mn-d-pdf.pdf?rev=00d9e4570cc94d30816444e71e34ff4b&sc_lang=fil-ph#:~:text=BDletterhead%20with%20logo%20,the%20City%20of%20Santa%20Clara

²¹ <https://sanjosespotlight.com/santa-clara-data-centers-hit-max-energy-capacity/#:~:text=Santa%20Clara%20has%20more%20standalone,water%20and%20the%20electrical%20grid>

²² <https://sanjosespotlight.com/santa-clara-data-centers-hit-max-energy-capacity/#:~:text=centers%20affect%20residents%20and%20the,environment>

²³ <https://phonyuniontreehuggers.com/unions-abusing-ceqa/union-abuse-of-california-environmental-quality-act-ceqa/#:~:text=College%20Boulevard%20Data%20Center%20IS%20FMND,Committee%20Approval%20City%20of%20Santa>

Why No CEQA: The project's approvals were essentially ministerial or minor administrative decisions. Santa Clara did not require a new EIR or negative declaration because the data center was consistent with existing plan EIR assumptions (large-floorplate R&D/industrial buildings with heavy power use) and involved no major variance in impacts. In CEQA terms, the city could rely on CEQA Guidelines § 15183/15168 (projects consistent with a General Plan or program EIR) to avoid repetitive review. In practice, **Santa Clara's by-right approach meant CEQA was not triggered**, "If the project is 'as of right,' no CEQA compliance is required."²⁴ In Santa Clara by-right projects that stay within plan parameters have avoided fresh CEQA documents.

4. NTT (RAGINGWIRE) DATA CENTER, SACRAMENTO, CALIFORNIA:

Location/Size/Capacity: County of Sacramento -- Metro Air Park (near Sacramento International Airport). 200,000 square foot single-story data center building, with 40 MW power capacity. Approval Year: 2018 (part of multi-phase campus).

Zoning/By-Right: Sited in the Metro Air Park Special Planning Area, a county-planned industrial zone with a Specific Plan. The Specific Plan and its EIR envisioned large-footprint tech/industrial projects. **Data centers are permitted by right in this zone as a form of light industrial use.** Project needed only site development/building permits consistent with the adopted plan.

Why No CEQA: No project-specific CEQA was required because the development was fully consistent with the Specific Plan EIR. Under CEQA Guidelines § 15168(c) and § 15162, if an activity is within the scope of an earlier program EIR and no new significant impacts arise, no new CEQA document is needed.²⁵ The County treated the data center as a tiered project -- the impacts (e.g. traffic, noise, utilities) were already analyzed in the Metro Air Park EIR. Thus, the approval was essentially ministerial, and a simple checklist or finding of consistency was used to document that no further environmental review was necessary. In short, **the project's by-right status under a pre-vetted plan allowed it to sidestep any standalone CEQA review.**²⁶

²⁴ <https://www.planetizen.com/news/2018/02/97383-ceqa-main-impediment-housing-construction-california#:~:text=In%20a%20column%20last%20October,no%20CEQA%20compliance%20is%20required>

²⁵ <https://sunnyvaleca.legistar.com/LegislationDetail.aspx?From=RSS&ID=6373089&GUID=6D46B7CA-4E3A-4B29-B273-2F5894603590&G=FA76FAAA-7A74-41EA-9143-F2DB1947F9A5&FullText=1#:~:text=2022,18%20Preliminary>

²⁶ <https://sunnyvaleca.legistar.com/LegislationDetail.aspx?From=RSS&ID=6373089&GUID=6D46B7CA-4E3A-4B29-B273-2F5894603590&G=FA76FAAA-7A74-41EA-9143-F2DB1947F9A5&FullText=1#:~:text=2022,18%20Preliminary>

5. CA3 DATA CENTER, SANTA CLARA, CALIFORNIA:

Location/Size/Capacity: Located at 2590 Walsh Avenue in Santa Clara, California. The project consists of a four story data center building of approximately 468,000 square feet. Power Capacity: Includes a dedicated on-site 100 MVA (approximately 100 MW) electrical substation to feed the facility. Backup power is provided by 40 diesel generators (8 redundant), designed to achieve 99.999% reliability. Approval Year: 2022. A Notice of Determination was posted in August 2022 after project approval.

Zoning/By-Right: The site is within Santa Clara's industrial zoning district, where data centers are a permitted use by right. No rezoning or conditional use permit was required for this project (Santa Clara has historically allowed data centers in industrial zones as-of-right).

Why No CEQA: The project was granted a Small Power Plant Exemption (SPPE) by the California Energy Commission (CEC), which allowed it to proceed with local permitting without a full CEC power plant certification.²⁷ The SPPE process acted as a streamlined CEQA-equivalent review-- the CEC, as lead agency, found that the backup generators (totaling under 100 MW) would not create significant impacts, thereby exempting the project from a full EIR.

6. LAURELWOOD DATA CENTER, SANTA CLARA, CALIFORNIA:

Location/Size/Capacity: Located at 2201 Laurelwood Road in Santa Clara, CA (northern Santa Clara near San Tomas Aquino Creek). The project involves two multi-story data center buildings on the site.²⁸ The two buildings together would have a maximum IT load of 99 MW. The design includes 56 diesel standby generators (3.0 MW each) reflecting the high power draw.²⁹ An on-site 60 kV substation ties into Silicon Valley Power's grid to provide primary power feed.³⁰ The combined load of up to 99 MW refers to the total power capacity of the two-building campus. Approval Year: 2024.

²⁷ <https://ceqanet.opr.ca.gov/2021080438/5#:~:text=The%20applicant%2C%20Vantage%20Data%20Services,Substation%20owned%20by%20Silicon%20Valley>

²⁸ <https://ceqanet.opr.ca.gov/Project/2019089107#:~:text=certification%20process,also%20include%20an%20onsite%2060>

²⁹ <https://ceqanet.opr.ca.gov/Project/2019089107#:~:text=California,also%20include%20an%20onsite%2060>

³⁰ <https://ceqanet.opr.ca.gov/Project/2019089107#:~:text=providing%20electrical%20power%20during%20utility,To>

Zoning/By-Right: The site is in an industrial area of Santa Clara. **Data centers are allowed by-right in Santa Clara's industrial zones**, and the project was consistent with the zoning. Santa Clara has been known for its "Data Center Alley" with permissive industrial zoning; no rezoning was needed for this site.

Why No CEQA: The project went through the Small Power Plant Exemption process with the CEC, similar to Vantage's CA3. The CEC acted as lead agency under CEQA and initially issued an SPPE and Mitigated Negative Declaration for the Laurelwood Data Center in 2020. The Small Power Plant Exemption granted on Feb 5, 2020 exempted the 99 MW backup generation facility from full powerplant licensing, allowing streamlined local approval. The Mitigated Negative Declaration indicated any environmental impacts would be mitigated to less than significant levels. Thus, while CEQA applied, the review was streamlined (no EIR) and the project proceeded under those mitigation measures.³¹

7. 2590 WALSH AVENUE DATA CENTER, SANTA CLARA, CALIFORNIA:

Location/Size/Capacity: Santa Clara, CA. This project is actually the same development as Vantage's CA3 Data Center, located at 2590 Walsh Avenue. Four-story 468,000 square feet facility with a 100 MVA substation on-site. The summary for this entry omitted the power capacity (N/A), but in fact the project's electrical infrastructure is the 100 MVA (100 MW) substation and up to 64 MW of IT load (as indicated by Vantage's data center specs) with 40 diesel backup generators.³² Approval Year: 2022.

Zoning/By-Right: Industrial (Santa Clara). **The site was zoned for industrial use and data centers are permitted by-right**, so no additional zoning approvals beyond standard site plan/building permits were needed (apart from the CEC's SPPE process).

Why No CEQA: Identical to CA3 the project proceeded under the CEC's SPPE (Small Power Plant Exemption) which streamlined the CEQA process by avoiding a full EIR. A mitigated Negative Declaration was effectively used under the SPPE. No separate CEQA review was required by the City since the CEC handled it.

³¹ <https://ceqanet.opr.ca.gov/Project/2019089107#:~:text=Santa%20Clara%201%2C%20LLC%29,8%2F30%2F2019%20%20Laurelwood%20Data%20Center>

³² <https://ceqanet.opr.ca.gov/2021080438/5#:~:text=administrative%20facilities%2C%20including%20support%20functions,two%20of>

8. SAN JOSE DATA CENTER (MICROSOFT), SAN JOSE, CALIFORNIA:

Location/Size/Capacity: 1657 Alviso-Milpitas Road, San Jose, California in an area in North San Jose (Alviso district) near the PG&E Los Esteros substation and water treatment plant.³³ This is the site of Microsoft's planned data center campus. The project consists of two single-story data center buildings, totaling approximately 396,914 square feet of floor area.³⁴ The campus spans about 64.5 acres (it's a large Greenfield site). The facility has a maximum electrical load of 99 MW (estimated typical load 77 MW). Notably, the backup power system uses natural gas-fired generators instead of diesel. Microsoft planned 224 on-site natural gas generators, each 0.45 MW, to provide emergency backup power for the data center servers. This unprecedented generator count (224 units) is to ensure the full 99 MW can be supported during a utility outage. In addition, two small diesel Tier 4 generators (1.25 MW and 0.5 MW) were included for administrative loads. The project also includes a new 115 kV substation on-site, tying into PG&E's transmission system (Los Esteros substation) to supply the facility.³⁵ Approval Year: 2021 (CEQA process); 2022 (final exemption).

Zoning/By-Right: Originally, the site required a rezoning. In 2017, San Jose's City Council approved a conforming rezoning from an Agricultural Planned Development (A(PD)) zone to LI (Light Industrial) for this property, along with a Special Use Permit and a development exception. The Light Industrial zoning allows data centers, and the special permit handled specific site and design aspects. In effect, once rezoned to LI, the data center use was permitted (with the SUP), so the project was entitled in an industrial zoning **consistent with data centers by right**.

Why No CEQA: A full Environmental Impact Report was conducted by the CEC for this project due to the large scale and novel use of natural gas generators.³⁶ The San Jose Data Center applied for a Small Power Plant Exemption because its backup generation

³³ <https://ceqanet.opr.ca.gov/2021020002/4#:~:text=the%20San%20Jose%20Data%20Center,center%20uses%20during%20utility%20outages>

³⁴ <https://ceqanet.opr.ca.gov/2021020002/4#:~:text=the%20San%20Jose%20Data%20Center,the%20local%20electric%20utility%20provider>

³⁵ <https://ceqanet.opr.ca.gov/2021020002/4#:~:text=generators%29%2C%20with%20a%201,sewer%2C%20natural%20gas%2C%20and%20electrical>

³⁶ <https://ceqanet.opr.ca.gov/Project/2021020002#:~:text=Environmental%20Quality%20Act%20,natural%20gas>

exceeded 50 MW.³⁷ The CEC acted as lead agency and prepared an EIR (certified in late 2021) to evaluate environmental impacts. Ultimately, the CEC granted the Small Power Plant Exemption -- exempting the 99 MW of generators from CEC power plant licensing -- which is noted in the CEQAnet record.³⁸ This allowed the project to proceed with local permits. (The SPPE finding essentially concluded that the project, with mitigation, wouldn't create significant adverse impacts, satisfying CEQA.) In sum, CEQA was required and was satisfied via the CEC's EIR and SPPE process; no separate CEQA lawsuit or full CEC licensing was needed.

9. PRIME DATA CENTERS – VERNON, CALIFORNIA:

Location/Size/Capacity: City of Vernon (Los Angeles County), in an industrial corridor along S. Santa Fe Avenue. A purpose-built 3-story, 242,495 sq ft hyperscale facility delivering 33 MW of critical IT load at full build-out. It supports high-density AI workloads (up to 120 kW per rack) and leased to two AI-focused tenants, with operations in 2024.³⁹ Approval Year: May 2022; construction completed by late 2024.⁴⁰

Zoning/By-Right: The site is zoned Industrial (I) and lies within Vernon's Westside Specific Plan area, where data centers are an encouraged use.⁴¹ **The data center use itself was permitted by-right under existing zoning** -- notably, no conditional use permit was needed for the use. The only entitlement required was a variance to update certain outdated development standards (e.g. parking, loading, maneuvering requirements that were designed for warehouses).⁴² In all other respects the project conformed to zoning, so no discretionary use permit or rezoning was involved. Once the variance was granted, the project proceeded with ministerial approvals (building permits).

³⁷ <https://ceqanet.opr.ca.gov/Project/2021020002#:~:text=Description%20The%20San%20Jose%20Data,with%20local%20permitting%20rather%20than>

³⁸ <https://ceqanet.opr.ca.gov/2021020002/4#:~:text=Microsoft%20Corporation%20,the%20local%20electric%20utility%20provider>

³⁹ <https://www.datacenterdynamics.com/en/news/prime-launches-33mw-data-center-in-vernon-california/#:~:text=Prime%20Los%20Angeles%20%28LAX01,to%20120%20kilowatts%20per%20rack>

⁴⁰ <https://weblink.cityofvernon.org/WebLink/DocView.aspx?id=601710&dbid=0&repo=CityofVernon&cr=1#:~:text=Guidelines%20%2C%20A7%2015061,data%20centers%20has%20undergone%20a>

⁴¹ <https://weblink.cityofvernon.org/WebLink/DocView.aspx?id=601710&dbid=0&repo=CityofVernon#:~:text=obsolete%20building%20at%204701%20S.Fiscal%20Impact%3A%20There>

⁴² <https://weblink.cityofvernon.org/WebLink/DocView.aspx?id=601710&dbid=0&repo=CityofVernon#:~:text=Specific%20Plan%20area%20and%20data,Zoning%20Variance%20Application%20RESOLUTION>

Why No CEQA: No CEQA review was triggered at the entitlement stage because the project did not require any discretionary approvals for the use. Vernon's City Council explicitly exempted the variance and project from CEQA under the "common sense" exemption (CEQA Guidelines §15061(b)(3)), concluding the project would not have significant environmental effects.⁴³ Consequently, no EIR or Negative Declaration was prepared. The Council noted that if any unforeseen environmental issue arose during construction, it could be addressed separately. In sum, the data center was approved entirely by-right – the building permit process was ministerial, so CEQA did not apply, and the project moved forward without environmental review documentation.

10. AVAIO DIGITAL – PITTSBURG, CALIFORNIA:

Location/Size/Capacity: City of Pittsburg in Contra Costa County (Northern California), the 175-acre former golf course is being redeveloped as the Pittsburg Technology Park.⁴⁴ Size/Capacity: Phase 1 of the project, Project Perseus, will construct a three-story, 347,740 sq ft data center building with an initial capacity of 92 MW IT load. The campus spans 76 acres and includes plans for a substation and switching station on-site.⁴⁵ At full build-out, the entire tech park is envisioned to support roughly 200 plus MW across multiple facilities. The Phase 1 investment is about \$800 million. Filings describe 37 diesel backup generators for Phase 1, reflecting the scale of the hyperscale campus.⁴⁶ Approval Year: On November 18, 2024 the City approved the Pittsburg Technology Park Specific Plan which green-lit the first phase data center.⁴⁷ Construction of Phase 1 is expected to begin in 2025 with energization by 2027.⁴⁸

⁴³ <https://weblink.cityofvernon.org/WebLink/DocView.aspx?id=601710&dbid=0&repo=CityofVernon#:~:text=Works%20Request%20for%20Zoning%20Code,12%2022.%20Notice%20of>

⁴⁴ <https://www.commercialsearch.com/news/800m-data-center-campus-gets-green-light/#:~:text=The%20Perseus%20Data%20Center%20project,miles%20from%20Santa%20Clara%2C%20Calif>

⁴⁵ <https://www.commercialsearch.com/news/800m-data-center-campus-gets-green-light/#:~:text=The%20Perseus%20Data%20Center%20project,miles%20from%20Santa%20Clara%2C%20Calif>

⁴⁶ <https://www.datacenterdynamics.com/en/news/lawsuit-seeks-to-block-planned-data-center-in-pittsburg-california-on-environmental-grounds/#:~:text=The%20project%20is%20expected%20to,power%20lines%2C%20and%20other%20facilities>

⁴⁷ <https://www.commercialsearch.com/news/800m-data-center-campus-gets-green-light/#:~:text=The%20Pittsburg%20City%20Council%20signed,for%20recreation%2C%20including%20sports%20fields>

⁴⁸ <https://www.commercialsearch.com/news/800m-data-center-campus-gets-green-light/#:~:text=Construction%20on%20the%202022,intelligence%2C%20government%20and%20enterprise%20workloads>

Zoning/By-Right: The site was re-designated under the new Technology Park Specific Plan, which establishes zoning that permits data centers by-right on the property. In other words, the City preapproved the land use through the specific plan legislative action. No conditional use permit or site-specific rezoning was required for the data center – it is an allowed use consistent with the plan. The entitlement process was handled via the specific plan adoption (and related Development Agreement/incentives), rather than a project-by-project discretionary review. Once the plan was in place, Phase 1 needed only to secure ministerial permits (grading, building, etc.), since it conformed to the pre-established zoning and development standards.

Why No CEQA: The City addressed environmental impacts programmatically as part of the Specific Plan approval. A Program Environmental Impact Report (EIR) was prepared for the Pittsburg Technology Park Specific Plan (covering the full 76-acre, multi-phase project). Therefore, no separate project-level CEQA review was required for the Phase 1 data center – its impacts were considered within the broader Specific Plan EIR. In adopting the plan, the City effectively streamlined CEQA: the data center entitlement was treated as a derivative of the already-analyzed plan. In late 2024 an environmental group filed a lawsuit alleging the EIR’s analysis was insufficient,⁴⁹ particularly regarding biological resources, GHGs, water, etc. -- however, the City’s position is that the EIR was adequate and no new CEQA document or EIR addendum is needed for the project. In practical terms, the project proceeded under the Specific Plan’s CEQA clearance, with no full EIR or lengthy CEQA process at the project stage.⁵⁰

11. EQUINIX xSCALE – SANTA CLARA, CALIFORNIA:

Location/Size/Capacity: City of Santa Clara (Silicon Valley), California – in the city’s well-known data center clusters (e.g. around Walsh Avenue, Lafayette Street and related “Data Center Alley” areas). A multi-building hyperscale campus targeting cloud and AI/ML infrastructure deployments. Equinix’s xScale initiative (a joint venture for hyperscale facilities) in Santa Clara includes projects such as SV11/SV12, etc. For example, one recent xScale phase in Santa Clara involves two large data center buildings totaling over 500,000 sq ft and roughly 90–100 MW of IT load capacity (serving a major

⁴⁹ <https://www.datacenterdynamics.com/en/news/lawsuit-seeks-to-block-planned-data-center-in-pittsburg-california-on-environmental-grounds/#:~:text=asserted%20that%20the%20project%20would,water%20supply%2C%20traffic%2C%20and%20noise>

⁵⁰ <https://www.commercialsearch.com/news/800m-data-center-campus-gets-green-light/#:~:text=AVAIO%20Digital%20Partners%20plans%20to,Bay%20Area%20project%20next%20year>

cloud provider). These facilities are designed for high power density to meet AI and cloud demand. Note: Santa Clara region hosts 200+ MW of Equinix data centers in aggregate. Approval Year: Equinix's recent xScale projects were announced and approved during 2021–2022, with accelerated build-outs in 2023 due to surging AI-related demand. Each phase typically goes through administrative permitting.⁵¹

Zoning/By-Right: Santa Clara zoned its north-of-Bayshore industrial district to explicitly allow data centers by-right. The Equinix xScale sites are in Heavy Industrial (MH) or similar tech industrial zones where data centers are a permitted use.⁵² The city actively encourages data center investment – Santa Clara now has over 55 data centers operating, with more in development. Equinix did not require any conditional use permit or rezoning for these projects; the proposals complied with existing General Plan and zoning parameters. Typically, Santa Clara's process for a conforming data center is limited to an Architectural Review (minor administrative design review) and then issuance of building permits. In Equinix's case, the xScale facilities were approved administratively as they met all development standards (height, noise, etc.) established for that industrial area.⁵³

Why No CEQA: No new CEQA document was required for Equinix's xScale expansions. Santa Clara was able to rely on prior program-level EIRs – for example, the City's General Plan EIR and utilities infrastructure EIR had anticipated large-floorplate R&D/industrial buildings with heavy power use in that zone. Because the data center projects were consistent with the General Plan and those earlier CEQA analyses, and involved no unmitigated new impacts, the City determined that the projects were covered under CEQA Guidelines § 15168 (EIR consistency) and CEQA Guidelines § 15183 (projects consistent with community plan/general plan). Essentially, the approvals were deemed ministerial or minor administrative actions not triggering fresh CEQA review. As one legal expert noted, in Santa Clara “if the project is as-of-right, no CEQA compliance is required.” In practice Santa Clara has occasionally done Mitigated Negative Declarations for data centers if unique issues arose, but Equinix's xScale projects did not re-trigger CEQA -- they proceeded under existing entitlements and mitigation measures in place, with no EIR or MND needed.

⁵¹ <https://investor.equinix.com/news-events/press-releases/detail/1036/equinix-and-pgim-real-estate-enter-into-600-million-jv-for>

⁵² <https://www.connectcre.com/stories/equinix-pgim-real-estate-jv-on-xscale-data-center-in-san-jose/>

⁵³ <https://www.datacenterknowledge.com/hyperscalers/equinix-big-expansions-in-la-santa-clara>

12. DIGITAL REALTY EXPANSION – SANTA CLARA, CALIFORNIA:

Location/Size/Capacity: Santa Clara, California – various sites in the Silicon Valley area, including major campuses around Walsh Avenue, Mathew Street, and Patrick Henry Drive. (One flagship project is the “SV Data Center” at 651 Walsh Ave in Santa Clara.) Digital Realty is continually adding capacity in Santa Clara, contributing to a regional total of 625 plus MW of commissioned data center power. For instance, the 651 Walsh facility (SV1) is a four story, 435,000 square foot data center with 80 MW of backup generator capacity.⁵⁴ Additional expansions in recent years include multi-story data centers on Space Park Drive and elsewhere, each typically in the tens of MW. These projects are part of Digital Realty’s growth to serve hyperscale cloud clients in Silicon Valley. Approval Year: The project was approved in 2019, and opened in 2020. Subsequent expansions followed, each phase tended to go through the city’s process in the year prior to construction. Santa Clara’s rapid approval process enabled Digital Realty to expand capacity continuously without multi-year entitlement delays.

Zoning/By-Right: The expansions are built on land zoned Industrial/Tech, *e.g.*, Heavy Industrial MH or similar, where data centers are an allowed by-right use. Santa Clara’s zoning and General Plan designated these areas for intensive industrial/electrical uses, anticipating data centers. Therefore, no rezoning or CUP was necessary for Digital Realty’s projects.⁵⁵ The company only needed to secure architectural design approval (administratively) and then pull building permits. Because the projects complied with height limits, noise standards, and other development criteria set forth in city code and the General Plan, the approvals remained ministerial. In effect, Digital Realty’s Santa Clara data center developments were entitled as-of-right under existing rules.⁵⁶

Why No CEQA: No separate CEQA review was conducted for each expansion because the City determined they fell under existing environmental clearances. Santa Clara had previously certified program EIRs that studied the full build-out of industrial uses and the needed utility infrastructure in that area. Each Digital Realty project was consistent with those plan-level EIR assumptions, *e.g.* large industrial buildings with heavy power and cooling needs, and did not introduce new significant impacts. Under CEQA Guidelines

⁵⁴ <https://www.datacenterdynamics.com/en/news/digital-realty-build-430000-square-foot-santa-clara-data-center/>

⁵⁵ <https://datacenterplanet.com/data-center/digital-realty-to-build-48mw-facility-in-silicon-valley/>

⁵⁶ <https://www.digitalrealty.com/data-centers/americas/silicon-valley/sjc37>

§§15168 and 15162, the City could issue a finding that the project was within the scope of the earlier EIR and that no new EIR or Neg Dec was required. In practice, Santa Clara treated these expansions as tiered projects covered by prior analyses, documenting consistency via checklist. Thus, no stand-alone CEQA documents were prepared – the by-right status and prior EIRs allowed the projects to avoid any fresh CEQA process.

13. CAL POLY POMONA, LOS ANGELES COUNTY, CALIFORNIA:

Location/Size/Capacity: Pomona (Los Angeles County), Cal Poly Pomona campus core. Size/Capacity: 1,000 square foot modular data center (small two-module facility with 20 IT racks, 240 kW load).⁵⁷ Approval Year: 2020 (Notice of Exemption filed June 2020).⁵⁸

Zoning/By-Right: State university campus project was consistent with campus Master Plan. As a facility to support campus IT infrastructure, it was allowed by-right (no local permits needed); governed by CSU's plan).

Why No CEQA: The CSU Board of Trustees approved the project with a CEQA Notice of Exemption, invoking two categorical exemptions.⁵⁹ Class 3 (New Small Structures) and Class 32 (Infill Development).⁶⁰ The data center is very small and located on an already-developed campus site, well under 5 acres, with no sensitive habitat qualifying it as infill. The exemption findings noted the project's consistency with the Master Plan, availability of utilities, and its minor scale.⁶¹ Because it was a ministerial-like infrastructure project with clearly negligible environmental impact, no CEQA review was required, aside from citing these exemption classes.

⁵⁷ https://files.ceqanet.opr.ca.gov/262317-2/attachment/rSCu_0Z4CVZRQq5aOlynhgvmzjypjeFY6v35SeIm0iTcgY2zimGagtMGN7Bgg6iOaX-cqQ1trCA_VhRI0#:~:text=Modular%20Data%20Center%20project%20is,Project%3A%20Facilities%20Planning%2C%20Design%20and

⁵⁸ https://files.ceqanet.opr.ca.gov/262317-2/attachment/rSCu_0Z4CVZRQq5aOlynhgvmzjypjeFY6v35SeIm0iTcgY2zimGagtMGN7Bgg6iOaX-cqQ1trCA_VhRI0#:~:text=The%20project%20is%20Categorically%20Exempt,by%20all%20necessary%20utility%20infrastructure

⁵⁹ https://files.ceqanet.opr.ca.gov/262317-2/attachment/rSCu_0Z4CVZRQq5aOlynhgvmzjypjeFY6v35SeIm0iTcgY2zimGagtMGN7Bgg6iOaX-cqQ1trCA_VhRI0#:~:text=The%20project%20is%20Categorically%20Exempt,by%20all%20necessary%20utility%20infrastructure

⁶⁰ https://files.ceqanet.opr.ca.gov/262317-2/attachment/rSCu_0Z4CVZRQq5aOlynhgvmzjypjeFY6v35SeIm0iTcgY2zimGagtMGN7Bgg6iOaX-cqQ1trCA_VhRI0#:~:text=Exempt%20Status%3A%20,Fill%20Development%29%3A%20The

⁶¹ https://files.ceqanet.opr.ca.gov/262317-2/attachment/rSCu_0Z4CVZRQq5aOlynhgvmzjypjeFY6v35SeIm0iTcgY2zimGagtMGN7Bgg6iOaX-cqQ1trCA_VhRI0#:~:text=The%20project%20is%20Categorically%20Exempt,by%20all%20necessary%20utility%20infrastructure

14. 1977 SATURN DATA CENTER, MONTEREY PARK, CALIFORNIA:

Location/Size/Capacity: 1977 Saturn Street in the City of Monterey Park (in the San Gabriel Valley area of Los Angeles County). The backup power system includes fourteen 4.0 MW diesel generators (with N+1 redundancy), for 56 MW capacity.⁶² This ensures reliable power in emergencies, given the facility's expected load (primary utility power will be via the new substation). 218,400 square feet with substation to support the data center's operations.⁶³ Approval Year: September 2025; finished August 2027.

Zoning/By-Right: The site's zoning is Office Professional (OP), a designation established by a local voter enacted measure.⁶⁴ A data center is not an outright permitted use under this OP zone, so the project required discretionary review. The City of Monterey Park undertook a special approval process (including the MND under CEQA) to allow the data center on this site. The general plan designation is "Innovation/Technology," which aligns with high-tech uses.⁶⁵

Why No CEQA: A Mitigated Negative Declaration was prepared and adopted for this project,⁶⁶ indicating that with mitigation measures, the project would not have significant environmental effects. This fulfills CEQA requirements without needing a full Environmental Impact Report. There was no CEQA exemption by right; the project underwent the MND process (i.e. a focused environmental review with mitigation).

⁶² <https://www.datacenterdynamics.com/en/news/hmc-files-to-develop-data-center-in-los-angeles-california/#:~:text=HMC%20aims%20to%20develop%20one,City%20of%20Monterey%20Park>

⁶³ <https://ceqanet.opr.ca.gov/2024101397#:~:text=The%20Project%20would%20demolish%20the,Project%20construction>

⁶⁴ <https://ceqanet.opr.ca.gov/2024101397#:~:text=Present%20Land%20Use>

⁶⁵ <https://ceqanet.opr.ca.gov/2024101397#:~:text=Present%20Land%20Use>

⁶⁶ <https://ceqanet.opr.ca.gov/2024101397#:~:text=Document%20Type>

ELEVEN OUT-OF-STATE DATA CENTERS APPROVED BY-RIGHT

15. GOOGLE DATA CENTER, COUNCIL BLUFFS, IOWA:

Location/Size/Capacity: Council Bluffs, Iowa. Google's data center campus in Council Bluffs (across the river from Omaha) was one of Google's first and largest. Google established its presence in Council Bluffs in 2007,⁶⁷ and the site has since expanded dramatically.⁶⁸ Over 1 million square feet is an understatement. The Council Bluffs campus now comprises almost 3 million square feet of data center space across at least three major buildings.⁶⁹ The first phase, announced in 2007, was a \$600M investment with an initial building (roughly 100,000 square feet of server space plus support area).⁷⁰ Subsequent expansions in 2012, 2015, and onward have added multiple large facilities. As of 2024, Google had invested over \$5 billion in Iowa and built out roughly 3M square feet in Council Bluffs.⁷¹ Over 1 million square feet is accurate but very conservative, current data far exceeds that. Power Capacity exceeds 100 MW by a wide margin. While exact figures aren't public, each phase of Google's Council Bluffs data center added significant power capacity. By mid-2010s, the campus easily surpassed 100 MW. In fact, the total IT load is likely several hundred megawatts given the nearly 3M square feet footprint. The capacity is well into the hundreds of MW. Approval Year: 2007.

Zoning/By-Right: The data centers were built in areas zoned for industrial/economic development. Council Bluffs worked proactively to accommodate Google. The land was either already industrial or was rezoned without issue early on. State and local authorities provided incentive packages (tax credits, infrastructure improvements) to support Google's project.⁷² There were no significant zoning obstacles; **data center use was allowed by right in the designated industrial areas**. In Iowa, large tech projects are often welcomed in pre-planned industrial corridors.

⁶⁷ <https://datacenters.google/locations/council-bluffs-iowa/#:~:text=Council%20Bluffs%2C%20Iowa>

⁶⁸ <https://datacenters.google/locations/council-bluffs-iowa/#:~:text=Established%20in%20Iowa>

⁶⁹ <https://www.datacenterfrontier.com/hyperscale/article/55093750/google-continues-to-invest-in-iowa-with-another-1-billion-planned-for-its-council-bluffs-campus>

⁷⁰ <https://www.datacenterknowledge.com/hyperscalers/google-confirms-data-center-in-council-bluffs-iowa>

⁷¹ <https://www.datacenterfrontier.com/hyperscale/article/55093750/google-continues-to-invest-in-iowa-with-another-1-billion-planned-for-its-council-bluffs-campus>

⁷² <https://www.wowt.com/2023/08/08/google-announces-350-million-expansion-council-bluffs-data-center/>

Why No Environmental Review: Iowa does not have a CEQA-like law. Environmental review was limited to any required federal or state permits (for example, if wetlands or air quality permits for generators were needed) and the local planning process. No comprehensive Environmental Impact Statement was mandated solely due to the project. The summary's note of "minimal environmental assessments under Iowa law" is accurate -- aside from routine assessments (e.g., traffic study, utility capacity, etc.), the project did not undergo a public EIS. The state's role was mostly economic development, not environmental regulation in this case.

16. **GOOGLE DATA CENTER CAMPUS – TAHOE, NEVADA:**

Location/Size/Capacity: Tahoe Reno Industrial Center, Storey County, Nevada – roughly 30 miles east of Reno. Google's property is a 1,210-acre tract within TRIC that the company purchased for its future data center needs. The site is near Tesla, Switch and other high-profile tenants and offers ample land for a multi-phase hyperscale campus.⁷³ Google acquired 1,200 acres in TRIC in 2017.⁷⁴ Construction was underway by 2019 on initial facilities. The land could support several million square feet of data center space and on the order of hundreds of megawatts of IT load over time. This is a long-term strategic site for Google's growth (part of its global network of hyperscale data centers). The project is expected to be built out in phases as demand requires. Approval Year: Google's land purchase in 2017 was followed by immediate construction approvals. By late 2019, the company had a data center structure rising on the property.

Zoning/By-Right: Google's acreage lies in the pre-zoned industrial tech campus of TRIC. **Data centers are an approved principal use by-right** in this privately master-planned park. Thus, Google did not need any variances or special permits for land use. The company simply had to submit its development plans to Storey County/TRIC for the usual building and grading permits. Storey County, had only 4,000 residents and was eager to facilitate Google's investment. Much like Switch and Tesla in the same park, Google's project benefited from streamlined, almost turnkey entitlements – effectively, the zoning was already in place and permits could be issued quickly. **No public entitlement hearings were**

⁷³ https://en.wikipedia.org/wiki/Tahoe_Reno_Industrial_Center#:~:text=In%202017%2C%20Google%20purchased%201%2C200,30

⁷⁴ https://en.wikipedia.org/wiki/Tahoe_Reno_Industrial_Center#:~:text=In%202017%2C%20Google%20purchased%201%2C200,30

necessary; the decisions were administrative. Google's focus was on infrastructure (power from NV Energy, fiber routes, etc.), not on any zoning hurdles.⁷⁵

Why No Environmental Review: No CEQA or EIR was required for Google's Nevada data center. Nevada does not impose a state environmental review on private projects, and the TRIC location avoided federal triggers (no significant federal lands or approvals involved). As a result, Google's campus went forward with only standard environmental permits: for example, the company would obtain air quality permits for any generators from the state and ensure stormwater plans met Nevada's requirements. These are handled as part of the permitting workflow, not a unified environmental review document. There was no CEQA style assessment of the overall project's impact. The TRIC model, as noted, is to have all major issues vetted upfront in the park's initial creation, after which individual tenants like Google face minimal additional scrutiny. Indeed, the speed at which Google's construction started, within 2 years of land purchase, underscores the absence of any lengthy environmental process. In summary, the Google TRIC development is proceeding by-right with no separate environmental impact report, aligning with Nevada's streamlined approach.

17. FACEBOOK/META DATA CENTER, GALLATIN, TENNESSEE:

Location/Size/Capacity: Gallatin, Tennessee (Sumner County, northeast of Nashville). The data center is located in the Gallatin Industrial Park, alongside other major companies.⁷⁶ Gallatin was chosen for its infrastructure and available land; Facebook/Meta broke ground on the site in 2020.⁷⁷ Approximately 982,000 square feet for the initial facility. The campus consists of at least one large single-story data center building (with potential for future expansion). The summary's 1 million square feet is confirmed by local officials: an official press release stated 982k square feet under construction as of 2020.⁷⁸ Power Capacity is estimated at 100 MW. While Meta did not publicly disclose the exact MW, the scale of the Gallatin facility suggests on the order of 100 megawatts

⁷⁵ <https://clui.org/newsletter/winter-2018/tric-trades#:~:text=In%202012%20Gilman%2C%20whose%20holdings,%E2%99%A6>

⁷⁶ <https://www.nashvillechamber.com/blog/facebook-to-build-800-million-data-center-in-gallatin-tennessee/#:~:text=Community%20Development%20and%20Tennessee%20Valley,Authority>

⁷⁷ <https://ttc.tml1.org/2024/11/15/meta-data-center-begins-operations-gallatin#:~:text=the%20global%20infrastructure%20that%20brings,the%20data%20center%20in%202020>

⁷⁸ <https://www.nashvillechamber.com/blog/facebook-to-build-800-million-data-center-in-gallatin-tennessee/#:~:text=Once%20operational%2C%20the%20project%20is,foot%20facility>

of IT capacity. Notably, Meta arranged for 220 MW of new solar power via the Tennessee Valley Authority to supply this data center with 100% renewable energy.⁷⁹ This indicates a very large power draw (likely in the 80.100 MW range, consistent with a 1M square foot hyperscale data center). Approval Year: Construction began in mid-2020, and by 2022-2023 the data center was coming online.

Zoning/By-Right: The site is in an industrial park zone, and data centers were permitted by-right. Gallatin's industrial park welcomed the development without requiring any rezoning. The Chamber of Commerce release notes Facebook/Meta joined other companies in the Gallatin Industrial Park, implying the land was already appropriately zoned for industrial use. Local authorities focused on incentive packages and infrastructure support rather than zoning hurdles.

Why No Environmental Review: Tennessee has no state equivalent to CEQA. Environmental permitting was limited to standard local and federal requirements (e.g., stormwater permits, building codes). There was no comprehensive state environmental impact review required. The project underwent local site plan approval and economic development vetting, but no CEQA-like process. Any reviews like traffic, utilities, etc. were handled through local planning.

18. **FACEBOOK/META DATA CENTER, ALTOONA, IOWA:**

Location/Size/Capacity: Altoona, Iowa, a suburb of Des Moines in Polk County. The campus is located in a designated industrial area on the east side of Altoona, often referred to as the "Altoona data center corridor." Facebook/Meta chose Altoona for its ample land, access to power, fiber connectivity, and local incentives. Groundbreaking took place in the summer of 2013.⁸⁰ Year of Approval: 2013. Facebook/Meta's Altoona project was approved by state and local authorities in 2013. Altoona has seen continuous construction from 2013 up to the present as Meta keeps adding capacity on that campus.

Size: Over 1 million square feet in fact, significantly more now. The initial phase of the Altoona Data Center, code-named "Project Catapult," comprised one building of about

⁷⁹ <https://www.nashvillechamber.com/blog/facebook-to-build-800-million-data-center-in-gallatin-tennessee/#:~:text=The%20Facebook%20Gallatin%20Data%20Center,Facebook%E2%80%99s%20operations%20in%20the%20region>

⁸⁰ <https://techcrunch.com/2013/04/22/facebook-to-build-a-1-5-billion-data-center-in-iowa/#:~:text=Facebook%20is%20planning%20to%20build,%E2%80%9D>

1.4 million square feet.⁸¹ This was built in two sub-phases of 700k square feet each, reaching completion around 2014--2015. Since then, Meta has continually expanded the Altoona campus. As of late 2021, Meta announced that with two new data buildings, the campus will reach over 5 million square feet of data center space, making it Meta's largest site globally. The Altoona campus now spans roughly 5 million square feet across multiple buildings (and still growing).

Power Capacity: Approximately 100 MW (initially), scaling up with expansions. The first 1.4M square feet facility likely had an IT capacity on the order of 100 to 120 MW (hyperscale data centers of that size usually do). Meta did not publish the MW, but they invest heavily in renewable energy to offset usage in Iowa, Meta has sourced hundreds of megawatts of wind power for its data centers. Each expansion adds tens of MW. With the campus at 5M square feet, the total capacity would be several hundred megawatts.

Zoning/By-Right: Altoona had the foresight to set aside land for a technology park. The data center is in an area that was annexed and zoned for industrial/tech development. It was often referred to as a “data center corridor” by local officials. **Data centers were allowed by-right under the local zoning** for that area; no rezoning was needed for Facebook/Meta's project. Instead, the focus was on securing the investment via incentives. Facebook/Meta received substantial tax credits and infrastructure support. The smooth approval indicates the zoning and land use plan welcomed the use. In summary, **the industrial zoning allowed the data center by right**, and Altoona's officials actively supported the project's expedited approval.

Why No Environmental Review: Iowa, like most states, does not mandate an environmental impact study for private projects like this. There was no CEQA-like process. Any environmental considerations (such as drainage, utilities, etc.) were handled as part of local site plan approval and state permits. For example, Iowa DNR permits for air emissions (for backup generators) or water use would be obtained, but these are routine. The project did not require a public EIS. The quick groundbreaking after announcement in 2013 shows that environmental review was not a barrier. The summary's note of “minimal environmental review required” is accurate.

⁸¹ <https://techcrunch.com/2013/04/22/facebook-to-build-a-1-5-billion-data-center-in-iowa/#:~:text=Facebook%20is%20planning%20to%20build,%E2%80%9D>

19. FACEBOOK/META DATA CENTER – PRINEVILLE, OREGON:

Location/Size/Capacity: Prineville, Oregon (Crook County) – in a designated industrial area on the outskirts of Prineville. The campus is situated in a high-desert tech corridor that the city developed to attract large data centers (with ample land, power and fiber). The Prineville campus is Facebook/Meta’s largest data center complex in the United States, consisting of 11 huge data center buildings totaling approximately 4.6 million square feet.⁸² The multi-phase development has been underway for over a decade: the first 300,000 sq ft facility went live in 2011, and successive expansions have brought the site to its current scale. The campus supports an estimated +300 MW of IT load, more than \$2 billion investment to date. Facebook/Meta continues to expand the site as needed for its social media and AI workloads. Approval Years: Initial approval in 2010 for the first building. Eleven subsequent buildings.⁸³ Each new phase generally obtained necessary permits within a year of announcement, thanks to proactive local planning.

Zoning/By-Right: The City of Prineville worked aggressively to make the site “shovel-ready” for data center development. It was zoned for industrial/technology use and included in an enterprise zone with tax incentives. As a result, Facebook/Meta’s data center was an allowed use by-right – only straightforward site plan and building permit approvals were needed. Local officials have noted that Prineville created conditions such that a company buying a pre-approved site “does not have to undergo [the] lengthy and expensive environmental-review and permitting processes” usually associated with large projects.⁸⁴ Facebook/Meta chose Prineville in part due to this streamlined entitlement: permits were issued quickly, and there were no discretionary hearings or delays. In short, the project was entirely permitted under existing zoning, with strong city support and no special use permits required.

Why No Environmental Review: Oregon has no state-level CEQA equivalent that mandates comprehensive environmental impact reports for private projects. In Prineville’s case, the land was already in an industrial use category and no federal

⁸² <https://www.datacenterdynamics.com/en/news/facebook-announces-10th-and-11th-data-centers-prineville-campus-oregon-a-mid-renewable-energy-fight/#:~:text=%E2%80%93Facebook>

⁸³ <https://www.datacenterdynamics.com/en/news/facebook-announces-10th-and-11th-data-centers-prineville-campus-oregon-a-mid-renewable-energy-fight/#:~:text=The%20latest%20expansion%20will%20add,dueto%20finish%20in%202023>

⁸⁴ <https://www.datacenterdynamics.com/en/news/more-firms-looking-at-prineville-as-data-center-location/#:~:text=When%20a%20site%20is%20shovel,associated%20with%20large%20development%20projects>

environmental triggers (like wetlands or endangered species issues) impeded development. Thus, no EIR or similar process was undertaken. The “shovel-ready” industrial site paradigm meant that any needed environmental considerations (e.g., routine air permits for generators, water usage agreements) were handled as part of standard regulatory permitting, not a separate public environmental review. As an industry article observed, Prineville’s pre-approved sites spared Facebook/Meta from any “often lengthy” environmental review procedures.⁸⁵ The construction proceeded with building permits and local infrastructure agreements only. Facebook/Meta’s Prineville data center was **built entirely by-right with no CEQA-style environmental impact statement** – aligning with Oregon’s business-friendly, expedited approach for such projects.

20. MICROSOFT DATA CENTER, SAN ANTONIO, TEXAS:

Location/Size/Capacity: San Antonio, Texas. Microsoft’s data center campus is in the Westover Hills area of San Antonio (Bexar County). The initial facility (known as SAT01 or SAT15) is at 3555 Westover Link, within a large master-planned business park.⁸⁶ Microsoft has since expanded to additional sites around San Antonio (and even nearby counties for newer campuses), but the main one referenced is the Westover Hills campus. Year of Approval/Start: The city and Microsoft announced that project in 2007, and it opened in 2008. The major expansion was approved by 2014 (when Microsoft sought tax incentives for a new \$250M build). Additional phases have been in 2017 and beyond. Over 1 million square feet across the San Antonio operations. The first data center, opened in 2008, was approximately 470,000 square feet in size.⁸⁷ Microsoft indeed opened that 470k square feet facility in 2008 as one of its enterprise data centers.⁸⁸ In the years since, Microsoft constructed at least one more large data center on adjacent land (a second phase around 2014--2015, reportedly of similar scale). By combining the original and subsequent builds, the total area exceeds 1,000,000 square feet. The first 470,000 square feet facility was reported to have on the order of 30 MW of IT capacity.⁸⁹ The

⁸⁵ <https://www.datacenterdynamics.com/en/news/more-firms-looking-at-prineville-as-data-center-location/#:~:text=When%20a%20site%20is%20shovel,associated%20with%20large%20development%20projects>

⁸⁶ <https://baxtel.com/data-center/microsoft-san-antonio>

⁸⁷ <https://www.datacenterknowledge.com/hyperscalers/microsoft-lines-up-incentives-for-250-million-san-antonio-expansion>

⁸⁸ <https://www.datacenterknowledge.com/hyperscalers/microsoft-lines-up-incentives-for-250-million-san-antonio-expansion>

⁸⁹ <https://www.datacenterknowledge.com/hyperscalers/microsoft-lines-up-incentives-for-250-million-san-antonio-expansion>

second phase and subsequent expansions added tens of megawatts each. The combined Microsoft San Antonio capacity is likely in the 100 to 150 MW range.

Zoning/By-Right: The Westover Hills area is a large mixed-use development zone that included office, industrial, and tech facilities. Data centers were permitted by right in this area's plan. The city of San Antonio did not require a zoning change for Microsoft's site -- it was already suitable for a data center (likely zoned Data Center or industrial). In fact, the city actively courted the project by offering tax abatements and infrastructure support.⁹⁰ Local approval was mainly securing the incentive package rather than overcoming zoning hurdles. Thus, the project was essentially as-of-right in an industrial tech park.

Why No Environmental Review: Texas does not have a state-equivalent to CEQA. Environmental oversight for the Microsoft data center was minimal beyond standard regulations. The project underwent city development review (including utility impacts, traffic, etc.), but there was no requirement for an environmental impact statement. The phrase expedited approvals; limited environmental review is apt. San Antonio officials fast-tracked the project, focusing on economic benefits. Microsoft's site selection considered power and water availability, but any environmental assessment was internal/voluntary. No public EIR or prolonged review was done; the data center was treated like any permitted industrial facility.

21. MICROSOFT DATA CENTER CAMPUS – QUINCY, WASHINGTON:

Location/Size/Capacity: Quincy, Washington (Grant County) – a small agricultural city in central Washington that has become a major data center hub. Microsoft's campus is on the outskirts of Quincy in a large industrial area served by inexpensive hydropower from the Columbia River dams. Microsoft was one of the first companies to establish data centers in Quincy (starting in 2007) and now operates multiple facilities there. Microsoft's Quincy campus consists of several massive data center buildings across different sites. The total square footage is well over 1 million sq ft combined, and the capacity is estimated in the several hundred-megawatt range. In 2018, Microsoft signaled a major expansion by filing permits to add 72 diesel backup generators and 136 cooling

⁹⁰ <https://www.datacenterknowledge.com/hyperscalers/microsoft-lines-up-incentives-for-250-million-san-antonio-expansion>

towers to its Quincy site – indicating a large new data center building was in the works.⁹¹ This brought the on-site generator count to well over 100, reflecting how much IT load is supported (each generator typically 2–3 MW). Microsoft’s Quincy operations handle substantial portions of its Azure cloud and AI computing needs. Approval Years: Initial project approved in 2006, with the first data center coming online in 2007. Since then, Microsoft has expanded in phases roughly every few years (new phases in 2010, 2013, 2018, and most recently 2020 -- 2021). Each expansion has gone through local permitting swiftly, thanks to Quincy’s welcoming stance. Notably, in mid-2025 Microsoft announced yet another significant capacity addition in Quincy as part of its global AI infrastructure ramp-up (leveraging existing campus property).

Zoning/By-Right: The City of Quincy has zoned large swaths of land as Industrial/Technology zones, explicitly to attract data centers. **Microsoft’s sites were all within areas where data centers are an outright permitted use.** No conditional use permits were required – the projects complied with the zoning code. Typically, Microsoft would purchase or lease land in Quincy’s industrial park and then submit site development plans. The local planning process for each data center has been administrative: site plan review and building permits. Grant County PUD (the utility) provided power infrastructure, and the city ensured roads and services were in place, but no discretionary land use approvals were needed from the city council or planning commission for the use itself. At times, minor variances or subdivision approvals were handled, but **these did not affect the as-of-right nature of the data center use.** In summary, Microsoft’s Quincy expansions have all been entitled by-right under existing zoning, reflecting Washington’s intent to make the region a data center cluster.

Why No Environmental Review: Washington State does have an environmental review law (SEPA), but in the case of the Quincy data centers, no full Environmental Impact Statement (EIS) has been required for Microsoft’s projects. Instead, environmental oversight has been handled in a piecemeal, permit-focused manner. For example, when Microsoft expanded generator capacity, it triggered an updated air emissions permit from the WA Department of Ecology, which included a public hearing to address any concerns.⁹² Similarly, noise, water usage, and other impacts have been mitigated through specific measures, e.g., sound walls, funding of a wastewater treatment plant for cooling

⁹¹ <https://www.datacenterknowledge.com/hyperscalers/generator-permit-indicates-microsoft-plans-big-quincy-data-center-expansion>

⁹² <https://www.datacenterknowledge.com/hyperscalers/generator-permit-indicates-microsoft-plans-big-quincy-data-center-expansion>

water reuse.⁹³ Each new building has undergone a SEPA checklist evaluation by the local authorities, typically resulting in a Mitigated Determination of Non-Significance (MDNS) rather than an EIS (meaning any potential impacts were deemed manageable with mitigation). No “CEQA-style” exhaustive review was done -- for instance, Microsoft’s 2018 expansion with 72 generators did not require an EIS; it moved forward after the air permit and SEPA checklist, despite some public opposition to diesel emissions.⁹⁴ In essence, standard state permits and brief SEPA checklists covered the environmental aspects, and the projects were not halted for lengthy studies. Thus, Microsoft’s Quincy campus growth proceeded without an EIR or analogous document, consistent with the campus’s by-right, incremental expansion strategy.

22. AMAZON WEB SERVICES (AWS) DATA CENTER, NORTHERN VIRGINIA:

Location/Size/Capacity: Northern Virginia (Loudoun County and surrounding areas). AWS’s foundational cloud is centered in Ashburn, VA (Loudoun County), famously known as Data Center Alley. AWS has expanded beyond Loudoun into neighboring counties (Prince William, Fairfax, etc.), but Loudoun County remains AWS’s hub.⁹⁵ The first AWS data centers in Ashburn went live in 2006, making Virginia the home of AWS’s earliest infrastructure.⁹⁶ AWS reportedly owns or leases 50 plus data center buildings in Northern Virginia.⁹⁷ Each facility can be 100,000 to 250,000 square feet of server space and cumulatively, AWS’s footprint is well into the tens of millions of square feet, spanning numerous sites. AWS has well above 2 GW of capacity in Northern Virginia. In 2015 AWS had roughly 500 MW in Loudoun and was adding another 560 MW of generator capacity in approvals. AWS’s power demand in Northern VA is on the order of gigawatts, making it the largest concentration of data center power in the world.⁹⁸

⁹³ <https://www.datacenterdynamics.com/en/news/microsoft-funds-quincy-data-center-wastewater-treatment-plant/#:~:text=Mic%20rosoft%20funds%20Quincy%20data%20center,next%20summer%2C%20funded%20by%20Microsoft>

⁹⁴ <https://www.datacenterknowledge.com/hyperscalers/generator-permit-indicates-microsoft-plans-big-quincy-data-center-expansion>

⁹⁵ <https://www.datacenterdynamics.com/en/analysis/the-amazon-factor-in-virginia/#:~:text=state%2C%20and%20specifically%20Loudoun%20County%2C,first%20cloud%20facilities%20in%202006>

⁹⁶ <https://www.datacenterdynamics.com/en/analysis/the-amazon-factor-in-virginia/#:~:text=Despite%20its%20parent%20company%27s%20Seattle,first%20cloud%20facilities%20in%202006>

⁹⁷ <https://www.datacenterdynamics.com/en/analysis/the-amazon-factor-in-virginia/#:~:text=The%20company%E2%80%99s%20exact%20footprint%20isn%E2%80%99t,single%20concentration%20of%20corporate%20data>

⁹⁸ <https://www.datacenterdynamics.com/en/analysis/the-amazon-factor-in-virginia/#:~:text=The%20company%E2%80%99s%20exact%20footprint%20isn%E2%80%99t,data%20centers%20in%20the%20world>

Approval Years: AWS's first data center in Loudoun opened in 2006. AWS steadily built new data centers every year since. Loudoun County now has 26 million square feet of data centers built, and AWS is the single largest operator in that market.⁹⁹

Zoning/By-Right: In Loudoun County, data centers have been permitted by right in most commercial/industrial zones. This permissive zoning is a big reason Loudoun became the "Data Center Capital." During the 2000s-2010s, the County's comprehensive plan and zoning ordinance allowed data centers in districts like Planned Development or Office Park and Industrial Park without special exceptions, treating them similarly to other by-right uses.¹⁰⁰ Projects were generally allowed by right in designated zones. Each AWS facility typically only needed site plan approval and building permits from the county. There was little to no rezoning required for most sites, as they fell within areas already earmarked for data centers or similar uses.

Why No Environmental Review: Virginia does not have a state-level CEQA equivalent. Environmental review for AWS's data centers was therefore streamlined to local impact studies and any federal permits (*e.g.*, Army Corps of Engineers for waterways if applicable). No broad Environmental Impact Statement was required for each data center. Instead, AWS worked through standard county processes (which consider things like noise, traffic, and recently, environmental site constraints in a limited way). The summary is correct: there is no CEQA-type process in VA, and permitting was focused on zoning compliance and infrastructure, not on a separate environmental review step. (Note: some of AWS's larger power infrastructure, like substations, do get State Corporation Commission review, a technical regulatory process, not an environmental policy act.) Overall, AWS benefited from a favorable regulatory environment in VA with quick approvals and minimal public environmental scrutiny.

23. AMAZON AWS CAMPUS, RICHMOND COUNTY, NORTH CAROLINA:

Location/Size/Capacity: Richmond County, North Carolina, a rural county in south-central NC, selected by Amazon for a large new data center hub. The specific site spans multiple tracts of land that the county and state pitched for development. Amazon announced plans in June 2025 to invest \$10 billion in this North Carolina cloud

⁹⁹ <https://www.americanrepartners.com/news/new-data-center-developers-continue-to-flock-to-northern-virginia#:~:text=New%20Data%20Center%20Developers%20Continue,Loudoun%20and%20Prince%20William%20counties>

¹⁰⁰ <https://www.datacenterdynamics.com/en/analysis/the-amazon-factor-in-virginia/#:~:text=state%2C%20and%20specifically%20Loudoun%20County%2C,first%20cloud%20facilities%20in%202006>

infrastructure campus. The project will involve constructing at least two large data center facilities to support Amazon Web Services cloud and AI workloads. It is expected to create 500+ high-skill jobs in the region.¹⁰¹ While exact capacity figures were not released, industry observers anticipate on the order of 100s of MW of IT load once built. Approval Year: Project was approved in June 2025; Groundbreaking is expected in late 2025.

Zoning/By-Right: The chosen Richmond County site is located in an area zoned for industrial use, and data centers are a permitted use by-right under the local zoning ordinance. North Carolina has been very active in recruiting data centers, often maintaining shovel-ready industrial sites and offering tax incentives to attract companies. In this case, no rezoning or conditional use permit was necessary – the land’s existing industrial zoning accommodated AWS’s plans. The entitlement process primarily involved state and local economic development approvals (grants, tax incentives) rather than land-use permits. With those incentives approved, Amazon can proceed to obtain standard site development and building permits, which are expected to be routine given the by-right zoning. In summary, the AWS facilities are an as-of-right development in an industrial zone, with strong support from local government.¹⁰²

Why No Environmental Review: North Carolina does not have a CEQA-style environmental review requirement for private developments. The North Carolina State Environmental Policy Act is limited to actions involving significant state funding or use of public land do not apply to Amazon’s privately funded project. Therefore, no state-level environmental impact report was required.¹⁰³ Amazon will need to obtain specific environmental permits (for wetlands, stormwater, air emissions from generators, etc., as applicable), but those are handled by existing regulatory processes and are not part of a unified EIR review. In effect, aside from standard compliance permits, there is no comprehensive environmental review that could delay the project. North Carolina’s governor emphasized the speedy approval, reflecting that the project faced no CEQA-type hurdles.

¹⁰¹ <https://www.reuters.com/business/retail-consumer/amazon-invest-10-billion-north-carolina-expand-cloud-ai-infrastructure-2025-06-04/#:~:text=The%20investment%2C%20announced%20on%20Wednesday,and%20network%20specialists%2C%20Amazon%20said>

¹⁰² <https://www.reuters.com/business/retail-consumer/amazon-invest-10-billion-north-carolina-expand-cloud-ai-infrastructure-2025-06-04/#:~:text=June%204%20%28Reuters%29%20,growing%20technology>

¹⁰³ <https://www.deq.nc.gov/accessdeq/state-environmental-policy-act-sepa#:~:text=applicable%2C%2C%20the%20policy%2C%20requires%20state%20agencies%2C%20to%20consider,means%20to%20implement%20these%20purposes>

24. COREWEAVE AI COMPUTE CENTER, PLANO, TEXAS:

Location/Size/Capacity: Plano, Texas (Dallas–Fort Worth metro area) – at 1000 Coit Road, Plano, the site of a former semiconductor and telecom campus. The 16 acre property previously housed an AT&T facility and was acquired to repurpose into a state-of-the-art data center. A 450,000 sq ft advanced data center dedicated to AI supercomputing workloads. The facility, opened in late 2023, was built at a cost of \$1.6 billion and is one of the most powerful GPU-based computing centers in the United States. It hosts over 3,500 Nvidia H100 GPUs (per CoreWeave’s partnership with Nvidia) to provide high-performance cloud capacity for artificial intelligence, machine learning, and visual effects rendering.¹⁰⁴ This single campus can deliver on the order of tens of MW of IT load (likely 30 MW initially, scalable upward given the power-dense hardware). Approval Year: CoreWeave announced the project on July 25, 2023.¹⁰⁵ The data center was fast tracked and became operational by the end of 2023.¹⁰⁶ The speed was in part because of the existing building that was upgraded, rather than entirely new construction.

Zoning/By-Right: The Coit Road site lies in an established Technology/Industrial district of Plano. **Data centers are permitted by-right** under Plano’s development code for that district. In this case, the building was already built (a former corporate data center/office), and CoreWeave’s use as a data center was fully compliant with the zoning. Thus, no zoning change, special use permit, or public hearing was required for land use. The role of local government was primarily to facilitate the project through economic incentives and ensure a smooth building permit process. Plano’s City Council did not need to vote on the use itself – only on the incentive package. Once the company committed, they proceeded with standard renovation permits. In short, **because the project fit the by-right use category, entitlements were limited to ministerial approvals** (building permits for interior/exterior modifications and electrical upgrades).

¹⁰⁴ <https://www.datacenterdynamics.com/en/news/coreweave-plans-16bn-ai-cloud-data-center-in-plano-texas/#:~:text=,is%20uniquely%20positioned%20to%20deliver>

¹⁰⁵ <https://dallas.urbanize.city/post/coreweave-expands-plano-data-center-promise-16bn-improvements#:~:text=On%20Monday%2C%20July%2024%2C%20the,in%20The%20Lone%20Star%20State>

¹⁰⁶ <https://baxtel.com/data-center/coreweave-plano?lat=33.01506422857666&lng=-96.76460953996833&distance=8971.209415707077>

Why No Environmental Review: Texas has no state-level CEQA-equivalent law that mandates environmental impact assessments for private projects.¹⁰⁷ Consequently, no EIR or statewide environmental review was required for CoreWeave's Plano data center. Environmental considerations (backup generator emissions, etc.) are handled through normal regulatory channels in Texas. For example, CoreWeave would obtain any necessary air permits from the Texas Commission on Environmental Quality (TCEQ) for its diesel generators, and comply with city requirements for noise or traffic mitigation as part of the building permit conditions. But these are permit compliance matters, not an over-arching environmental study. The project's approval moved forward under the general regulatory framework that applies to any industrial facility. Only a few states, like California, require private developments to undergo environmental impact review, and Texas is not among them. **CoreWeave's data center campus was entitled and built without any CEQA-style review**, relying solely on standard permits and inspections.

25. SWITCH SUPERNAP CAMPUS, TAHOE, NEVADA:

Location/Size/Capacity: Tahoe Reno Industrial Center (TRIC), Storey County, Nevada (15 miles east of Reno). TRIC is a vast industrial park (167 sq miles) hosting major tech facilities. Switch's campus, called "The Citadel Campus", is on a 2,000-acre parcel within TRIC.¹⁰⁸ Planned as one of the world's largest data center campuses. At full build-out, Switch's Citadel is designed for up to 7.2 million sq ft of data center space, supporting 650 MW of power capacity. The first phase opened in early 2017: a 130 MW, 1.3 million sq ft facility (Switch SUPERNAP Reno). Since then, additional phases have been under construction to incrementally reach the multi-million sq ft goal. The campus, once complete, will comprise multiple huge data center buildings and on-site substations, serving numerous colocated clients with ultra-low latency links to California. Approval Year: 2015–2017 initial entitlement and opening. Switch announced the Tahoe Reno project in 2015 and broke ground quickly. By February 2017 the first data center building was operational. Further expansions in 2018–2020 were approved as part of Switch's long-term plan (the company invested over \$4 billion in the site). The timeline was notably fast, attributed to the pro-development environment at TRIC.

¹⁰⁷ https://ballotpedia.org/State_environmental_policy_acts#:~:text=,requiring%20state%20permits%20or%20funding

¹⁰⁸ https://en.wikipedia.org/wiki/Tahoe_Reno_Industrial_Center#:~:text=Switch%20opened%20a%20130%20MW,approved.%205B%2026%20%5D%5B%2027

Zoning/By-Right: The Switch Citadel campus was approved entirely as-of-right under the existing TRIC master plan. TRIC is zoned broadly for industrial and technology uses – it’s essentially a pre-zoned “megapark” where data centers, factories, and logistics centers can be built with minimal bureaucratic process. Storey County officials and TRIC developers have a reputation for extremely streamlined permitting. A famous anecdote: when Tesla was scouting TRIC in 2014 for its Gigafactory, TRIC’s developer (who was also a county commissioner) slid a filled-out grading permit across the table to Tesla representatives, indicating they could start work immediately.¹⁰⁹ This illustrates the near-absence of discretionary hurdles. In Switch’s case, once they acquired the land, they needed only to submit building plans and obtain permits; no public hearings or special approvals were needed. The data center use was allowed by-right, and Storey County’s one-stop permitting meant even large-scale grading and construction permits were issued almost over-the-counter. The project faced no zoning changes, no conditional use permits – just compliance with TRIC’s development guidelines and building code.

Why No Environmental Review: Nevada law does not require a CEQA-like environmental impact report for private development, and Storey County did not mandate any separate environmental study for the Switch campus. Developing within TRIC is largely a matter of private landowner agreements and county permits. No EIR or CEQA like review was triggered since there were no federal funds or approvals involved (and the area is largely desert with no major environmental sensitivities requiring federal oversight). Environmental factors--such as air quality permits for Switch’s numerous backup generators--were handled via the standard application to state regulators (Nevada DEP) but did not entail a comprehensive environmental review document. The project proceeded with no CEQA process; the only paperwork were routine permits. Switch built the world’s largest data center without the delays of an environmental impact assessment.

In sum, the current practice in many jurisdictions is to use every available by-right or exemption tool to streamline data center approvals. If the data center aligns with existing zoning, the as-of-right data center only needs ministerial permits.

Respectfully submitted,



Law Office of Sebastian Rucci, P.C.
Sebastian@RucciLaw.com

¹⁰⁹ <https://clui.org/newsletter/winter-2018/tric-trades#:~:text=In%202012%20Gilman%2C%20whose%20holdings,%E2%99%A6>

EXHIBIT 12
Email to City
Reclaimed Water Cost
(6-17-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Assumption on Water Cost

Sebastian Rucci <sebastian@ruccilaw.com>

Tue, Jun 17, 2025 at 12:46 PM

To: David Dale <DDale@imperial.ca.gov>, Christopher Kemp <ckemp@imperial.ca.gov>

Hello, David and Chris.

I'm assembling a write-up of the benefits of the data center. The water rate for non-residential high-strength use is \$5.39 per hundred cubic feet. This equates to \$0.0072 per gallon.

The daily cost for 500,000 gallons is \$3,600 per day, or \$109,500 per month, or \$1.3 million per year.

Is this correct? Any suggestions.

Thank you.

Sebastian

EXHIBIT 13
Email from City
Reclaimed Water Cost
(6-17-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Assumption on Water Cost

David Dale <ddale@imperial.ca.gov>

Tue, Jun 17, 2025 at 4:22 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>, Christopher Kemp <ckemp@imperial.ca.gov>

Sebastian,

By law, the city can not charge more than it costs the city to treat the water.

To ensure fairness, the cost of reclaimed water will need to be studied (after the Title 22 Report is complete to know what is required). This would include the costs of potential additional wastewater treatment plant personnel and certifications, additional treatment to Title 22 standards (e.g., UV disinfection costs), pumping, pipeline maintenance, etc.

The dollar figures you are quoting seem to be for wastewater treatment, which will be different than the reclaimed water cost.

A closer estimate would be to use the potable water rate scale of \$4.06 per CCF... but again, it would have to be studied to be certain. \$1.3 million per year sounds very high to me. I'm pretty sure that the cost of the water would be part of a developer agreement (DA).

David Dale, PE, PLS

Public Services Director

City of Imperial

420 S. Imperial Avenue

Imperial, CA 92251

760-355-3336 direct



EXHIBIT 14
Email to City
Reclaimed Water Cost
(6-17-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Assumption on Water Cost

Sebastian Rucci <sebastian@ruccilaw.com>

Tue, Jun 17, 2025 at 5:14 PM

To: David Dale <ddale@imperial.ca.gov>

Cc: Christopher Kemp <ckemp@imperial.ca.gov>

Thank you, David.

I know this is all preliminary. After I sent your email, I received an even higher estimate from [REDACTED] for the projected cost of the water.

They used \$6 per 1,000 gallons and set the annual cost at about \$3 million per year in payment.

I appreciate your help. I've attached my memo outlining the benefits to the community and the environment of the data center campus.

Sincerely,

Sebastian



Data Center Community & Environmental Benefits Summary (6-17-25).pdf

54K

IMPERIAL COUNTY DATA CENTER CAMPUS COMMUNITY & ENVIRONMENTAL BENEFITS SUMMARY

I. OVERVIEW

The proposed 250 MW AI Data Center Campus in the City of Imperial represents a transformative infrastructure project with long-term benefits to Imperial County. The Campus will generate millions in recurring tax revenue, create over one thousand construction and hundred of permanent jobs, and catalyze additional investment in renewable energy, and digital services. All environmental impacts will be minimized through responsible design, water reuse, and a zero-emissions electricity offset strategy.

II. DIRECT ECONOMIC BENEFITS

Summary: (1) annual real property tax revenue of \$11.3 million; (2) annual personal property tax revenue of \$10 million; (3) one-time sales tax revenue of \$72.5 million; (4) one-time impact fees of \$969,023 and (5) annual reclaimed water revenue of \$3 million.

1. **REAL PROPERTY TAX (\$11.3 Million Annually):**

- (A). The data center campus will significantly boost local tax revenue, which can be used to fund public services and infrastructure.
- (B). Real estate taxes are payable annually and are a function of building value at the local tax rate. Taxes are used to fund public services, law enforcement, municipal infrastructure, and other essential services.
- (C). City of Imperial's total tax base in 2024 is \$1.94 billion. The \$1 billion real estate assessment will **increase the City of Imperial's Tax base by 50%**.
- (D). Imperial County real property tax rate is 1.13% of the assessed value. The \$1 billion data center yields **annual real property tax revenue of \$11.3 million**.

2. **PERSONAL PROPERTY TAX (\$10 Million Annually):**

- (A). Data center personal property taxes are payable on IT equipment, furniture, or other equipment that is not bolted to the real estate and can be removed.
- (B). Personal property taxes are paid each year based on original purchase price, depreciation, and the local effective tax rate.
- (C). A significant portion of personal property tax revenue is allocated to support local school districts, including funding for educational programs, teacher salaries, and facility maintenance. Personal property taxes also contribute to the general revenue of cities and counties, supporting essential services.
- (D). The Imperial County personal property tax rate is 1%.
- (E). \$1 billion in personal property equipment would yield **annual personal property tax revenue of \$10 million**.

3. **SALES TAX (\$72.5 Million):**

- (A). Sales taxes help fund various public services such as education, healthcare, transportation, and public safety.
- (B). The data center IT equipment, which will be delivered to the site during construction, will pay a sales tax of 7.25% on the equipment.
- (C). \$1 billion in equipment yields **one-time sales tax revenue of \$72.5 million.**

4. **IMPACT FEES (\$969,023):**

- (A). Building Area = 570,000 sf (data center) + 105,000 sf (retail) + 110,000 (backup generator building) = 785,000 sf
- (B). Administrative = \$452.56 per 1000 sf = $785 \times 452.56 = \$355,259$
- (C). Fire = \$253.57 per 1000 sf = $785 \times 253.57 = \$199,052$
- (D). Law Enforcement = \$495.05 per 1000 sf = $785 \times 495.05 = \$388,614$
- (E). Circulation = \$86.99 per ADT = $300 \times 86.99 = \$26,097$
- (F). **One-time impact fees revenue of \$969,023**

5. **RECLAIMED WATER (\$3 Million Annually):**

- (A). The City will sell 500,000 gallons of reclaimed water daily from water that will be reclaimed from the City's sewer treatment plant.
- (B). The Data Center Campus will fund all cost all infrastructure: pipelines, permitting, on-site storage for the City to sell reclaimed water.
- (C). Using a daily usage of 500,000 gallons and
- (D). Using daily water usage of 500,000 gallons and an estimated industrial rate of \$6 per 1,000 gallons, the **annual reclaimed water revenue is \$3 million.**

III. JOB CREATION & LOCAL ECONOMY

6. **CONSTRUCTION JOBS**

- (A). The construction jobs will contribute significantly to the local economy, during the 18-24 month construction phase. Construction material suppliers, equipment rental companies, and construction trade businesses will all see a surge in demand related to data center construction activity.
- (B). The Data Center Campus will likely employ 1,688 local workers during the 18-24 month construction phase.

7. **PERMANENT EMPLOYMENT**

- (A). 75 permanent full-time onsite jobs are projected for the Data Center.
- (B). 75 permanent jobs are also projected for the 105,000 square feet of retail.
- (C). The Data Center Campus will create jobs indirect employment in technology, logistics, security, and hospitality.

IV. ENERGY & ENVIRONMENTAL SUSTAINABILITY

8. **RECLAIMED WATER USE:**

(A). Avoids fresh water withdrawals. Reduces environmental discharge and supports circular water economy.

9. **ZERO EMISSIONS GRID IMPACT:**

(A). All 250 MW electricity use offset via Renewable Energy Credit (REC) strategy. No net increase in greenhouse gas emissions or grid strain.

10. **REC STRATEGY:**

(A). RECs represent 1 MWh of clean power added to IID's grid. Data center purchases RECs from local renewable sources (e.g., Wildcat Solar). Supports financing and construction of new solar and geothermal plants. Fully offsets electricity use for this project and future campuses.

V. REGIONAL GROWTH & INFRASTRUCTURE INVESTMENT

11. **RENEWABLE ENERGY BUILDOUT:**

(A). Long-term REC purchases will drive local renewable energy development. First beneficiary: Wildcat Solar (800 MW). Later phases: Geothermal and solar in northern Imperial County.

12. **LOCAL UTILITY PARTNERSHIPS:**

(A). 250 MW electricity purchased from IID. 250 MW gas service from SoCalGas. Infrastructure investments by the operator will benefit regional resilience.

13. **BRANDING & ECONOMIC POSITIONING:**

(A). Largest data center in California by power and size. Imperial County positioned as a hub for clean-tech and AI infrastructure.

14. **RELATED BUSINESS ECOSYSTEM:**

(A). The Data Center Campus will inspire technology companies and business activity in the area. It will drive employment opportunities, and result in the diversification of tax revenues. It will foster an expanded business ecosystem and create new opportunities for education and skill development to help local employees reskill and find higher-paying, high-demand careers. Data center operators invest in their local communities to bring educational programs, sustainable energy options, and other exciting new services to the region.

EXHIBIT 15
Letter to Imperial
Permitted Use
(6-23-25)

IMPERIAL VALLEY COMPUTER MANUFACTURING, LLC

16400 Pacific Coast Highway, Suite 212

Huntington Beach, CA 92649

Phone: (562) 901-0199

Fax: (562) 249-6910

Email: Sebastian@RucciLaw.com

June 23, 2025

Katherine Turner, City Attorney (kturner@cityofimperial.org)

Othon Mora, Community Dev. Director (OMora@Imperial.ca.gov)

David Dale, Public Services Director (Ddale@Imperial.ca.gov)

Michael Bracken (Michael@dmgeconomics.com)

Yvonne Cordero (YCordero@Imperial.ca.gov)

Tom Dubose (Tom@DuboseDesignGroup.com)

Re: Data Center Permitted Use Under I-2 Zone

Dear City Attorney Turner,

The City's April 4, 2025, letter noted that the data center "is not explicitly listed in the City's zoning code." More recently, we have come to understand that some believe the data center may not be a permitted use in the I-2 Zone. We submit this clarification to confirm that the data center is permitted as of right under the general industrial uses allowed in the I-2 Zone.

1. NATURE OF THE DATA CENTER USE

The data center is a highly secure, fully automated facility that houses advanced computing infrastructure -- including servers, routers, switches, and data storage systems. It processes and distributes vast volumes of digital information via high-speed fiber-optic connections. Its primary function is to conduct high-performance data processing, including training artificial intelligence models using machine learning techniques.

There is no public foot traffic, no retail activity, and no customer-facing services. The data center operates as a mission-critical computing hub supporting research, business analytics, and government applications, all of which fall within the general intent of permitted uses in the City's most flexible industrial designation.

June 23, 2025

Data Center Permitted Use Under I-2 Zone

Page 2

2. PERMITTED USE UNDER THE I-2 ZONING DESIGNATION

The City categorizes land uses into residential, commercial, industrial, and special-purpose zones. The industrial zone is further divided into the General Industrial Zone (I-1) and the Rail-Served Industrial Zone (I-2). The data center is located within the I-2 Zone.

According to § 24.07.110 of the City’s zoning code, industrial zones are established “to provide for a quality working environment” and “to promote employment opportunities in manufacturing, service, research and development, engineering, and wholesale trade.” The I-2 Zone is intended to accommodate a broader range of general industrial uses. The purpose of the I-2 zone is to “**permit many general industrial uses**” and “modern industrial, research, and administrative facilities.” (§ 24.07.110).

Permitted uses within the industrial zones are categorized into seven types: manufacturing, storage, service, public, agricultural, accessory, and temporary uses (§ 24.07.120). Under the “Service” category, the I-2 Zone permits “**business, professional, and research offices**” (§ 24.07.120.C.4). The data center qualifies as a research facility that processes and analyzes computer data. As such, it falls within the permitted “research office” use defined in the I-2 Zone and is consistent with the purpose and intent of the industrial zoning classification.

3. DATA CENTER IS A BUSINESS, PROFESSIONAL, RESEARCH OFFICE

The interpretation that the data center qualifies as a permitted service use, as a “business, professional, and research office” (§ 24.07.120.C.4) is further supported by examining other permitted uses within the I-2 Zone. These include:

- Retail commercial uses occupying up to 25% of the building (§ 24.07.120.C.11)
- Distributors, showrooms, and administrative offices (§ 24.07.120.C.6)
- Newspaper publishing, printing, and distribution (§ 24.07.120.C.9)
- Furniture upholstery (§ 24.07.120.A.2)
- Rubber and metal stamp manufacturing (§ 24.07.120.A.3)
- Bottling plants (§ 24.07.120.A.5)
- Swap meets (§ 24.07.120.C.14)
- Blueprinting and photocopying services (§ 24.07.120.C.3)
- Small animal hospitals or veterinary clinics (§ 24.07.120.C.1)
- Restaurants and coffee shops without alcoholic beverages (§ 24.07.120.C.7)

Further support for the conclusion that the data center is a permitted use in the I-2 Zone is

found within the list of allowed uses under the “Manufacturing” category, which lists permitted uses to include “laboratories; chemical, dental, electrical, optical, mechanical, and medical” (§ 24.07.120.A.4). The data center aligns with this provision as both a data-processing laboratory and an electrical/computing-based facility.

Additionally, the I-2 Zone permits the “assembly” of “radios, televisions, phonographs, and computers; electronic precision instruments” (§ 24.07.120.A.1). The data center’s role in assembling and operating high-performance computing systems, including servers and network hardware, fits squarely within this use classification.

The data center also meets the definition of uses permitted under the “Storage and Wholesale Trades” category, which includes “moving and storage firms” (§ 24.07.120.B.2). As a facility that stores and manages large volumes of digital data, it falls within this provision.

Given this broad spectrum of permitted industrial, professional, commercial, and service-oriented uses, a data center -- a critical infrastructure facility supporting modern digital services and artificial intelligence research -- clearly falls within the scope of uses contemplated and permitted in the I-2 Zone.

4. BACKUP GENERATOR BUILDING IS A PERMITTED ACCESSORY USE

Modern data centers serve as critical infrastructure for the global digital economy. Any disruption to power -- whether caused by utility grid failures, rolling blackouts, severe weather, natural disasters, human-made emergencies, or internal system faults -- poses a significant risk to operations. To mitigate this risk, a dedicated Backup Generator Building will house multiple natural gas generators designed to automatically activate in the event of a power disruption. This ensures that the data center remains operational in the event of an emergency.

The Backup Generator Building is located within the I-2 Zone. Under the zoning code, permitted uses in the I-2 Zone include “accessory structures and uses located on the same site as a permitted or conditional use” (§ 24.07.120.F.1). The zoning ordinance defines an “Accessory Building” as a building or structure that is “incidental or subordinate to the main building or use on the same building site,” and an “Accessory Use” as one that is “incidental, related, appropriate and subordinate to the main use of the lot or building, which accessory use does not alter the principal use” (§ 24.01.180).

The Backup Generator Building fully satisfies this definition. It is incidental and subordinate

to the primary use of the data center, which is located on the same building site. Accordingly, it qualifies as a permitted accessory structure and use under § 24.07.120.F.1.

Additionally, the generator facility may independently qualify as a permitted use under the I-2 Zone's "Manufacturing" category, which includes "electrical" and "mechanical" uses (§ 24.07.120.A.4). As a facility that supports the electrical and mechanical reliability of the data center's operations, the generator building aligns with both the accessory and primary permitted use classifications in the I-2 Zone. It qualifies both as a permitted accessory use (§ 24.07.120.F.1) and potentially as a primary use under the I-2 Zone's "electrical" and "mechanical" category (§ 24.07.120.A.4).

5. SUBSTATION AND BACKUP BATTERY STORAGE ARE PERMITTED ACCESSORY USES

The electric substation and backup battery storage facilities are integral components of the overall power infrastructure supporting the data center. The substation is located on property zoned C-1, and the backup battery storage facility is located on property zoned C-2 (§ 24.05.110).

According to the City's zoning ordinance, the purpose of the C-1 Zone is to "provide appropriately located areas for office use, retail stores, service establishments, and wholesale businesses." At the same time, the C-2 Zone "is intended as an area for the location of highway-oriented retail service and wholesale commercial activities" (§ 24.05.110).

Both the substation and backup battery storage facility are directly tied to the operation of the data center, providing reliable and continuous electrical service. The substation delivers utility power to the site, while the backup battery storage facility supports energy resiliency and uninterrupted power supply.

Permitted uses in the C-1 and C-2 Zones include "accessory structures and uses located on the same site as a permitted use" (§ 24.05.120(E)(1)). The zoning ordinance defines an "Accessory Building" as a structure that is "incidental or subordinate to the main building or use on the same building site," and an "Accessory Use" as one that is "incidental, related, appropriate and subordinate to the main use of the lot or building, which accessory use does not alter the principal use of such lot or building" (§ 24.01.180).

June 23, 2025

Data Center Permitted Use Under I-2 Zone

Page 5

Based on these provisions, both the electric substation and the backup battery storage facility qualify as permitted accessory uses. They are incidental and subordinate to the primary use -- the data center -- and are located on the same building site. Their purpose is solely to serve the operational needs of the data center, and they do not alter or replace the primary use of the building site as a data center campus. Accordingly, they meet the ordinance's definition of accessory buildings and accessory uses and are allowed as of right under the applicable zoning regulations for the C-1 and C-2 Zones.

6. SIMILAR USE COMPARISON TO EXISTING PERMITTED USES

The City's April 4, 2025 letter states that the data center "is not explicitly listed in the City's zoning code." However, similar to many industrial uses currently operating within the City, the data center is a permitted use under the general zoning categories -- specifically, under "business, professional, and research offices." This interpretation is consistent with how other businesses have been approved in the Industrial Zone. Numerous companies currently operate in the I-2 Zone despite not being expressly named in the zoning code. For example:

- Alford Distributing (beverage distributor), 344 Crown Court
- Vilore Distributing (beverage distributor), 2421 Vilore Avenue
- Sellers Petroleum Products (petroleum distributor), 350 Aten Road
- VPE Inc. (petroleum equipment sales), 506 Industry Way
- Imperial Pre-Mix Company (fertilizer manufacturer), 422 Barioni Blvd
- Ferrellgas (propane supplier), 501 Barioni Blvd
- Dune Company (fertilizer supplier), 506 E. 2nd Street
- Imperial Truss and Lumber, 701 E. 2nd Street
- Blackman Plumbing (plumbing supplier), 542 Industry Way
- Imperial Valley Food Bank (food distributor), 486 Aten Road

None of these uses -- beverage distribution, petroleum equipment sales, fertilizer manufacturing, or food banking -- are listed explicitly in the zoning code. Yet each was permitted under broader use categories for manufacturing, distribution, or industrial services.

The I-2 Zone expressly "permits many general industrial uses." (§ 24.07.110). The purpose of this zone is to accommodate a wide variety of general industrial activities. While "data center" may not be named explicitly, its function -- technology-based infrastructure supporting research, professional, and business operations -- falls within the scope of permitted uses under this general industrial designation.

June 23, 2025

Data Center Permitted Use Under I-2 Zone

Page 6

The zoning code expressly provides when a use is “not specifically listed as a permitted use” it “**shall be deemed a permitted use, in one or more zones, on the basis of similarity to uses specifically listed.**” (§ 24.19.210). The data center and backup generator building should be recognized as a permitted use in the I-2 Zone, and the substation and backup battery storage facilities as permitted accessory uses in the C-1 and C-2 zones, just as the City has done for numerous other businesses not expressly listed in the zoning code.

7. CONCLUSION

The I-2 zone is the City's most expansive industrial designation, allowing a wide range of uses as of right, including Business, professional, and research offices; electrical and mechanical offices; assembly and manufacturing of computers; manufacturing and storage of wholesale products; and distribution centers and administrative offices. The data center falls squarely within the broad permitted uses outlined for this zone. The zoning ordinance expressly provides that when a use is “not specifically listed as a permitted use” it “**shall be deemed a permitted use, in one or more zones, on the basis of similarity to uses specifically listed.**” (§ 24.19.210).

The data center is a critical infrastructure facility supporting modern digital services and artificial intelligence research, its services fall squarely within the “business, professional, and research office” and “electrical and mechanical” uses permitted in the I-2 Zone. The data center's supporting infrastructure -- backup generators, substation, and backup battery storage -- is likewise allowed as either a primary or accessory use under the applicable zoning classifications.

Further, under § 24.19.210, when a use is not expressly listed, it is to be deemed permitted based on functional similarity. The City has consistently applied this principle in approving other industrial operations that are not explicitly named in the zoning code. We respectfully request confirmation that the data center, together with its supporting infrastructure, is a permitted use as of right under the City's zoning regulations.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sebastian Rucci".

Sebastian Rucci

EXHIBIT 16
Email to City
Data Center Permitted Use
(6-23-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Explanation of Earlier Email and Letter

1 message

Sebastian Rucci <sebastian@ruccilaw.com>

Mon, Jun 23, 2025 at 9:34 PM

To: Katherine Turner <ktturner@cityofimperial.org>

Cc: Tom DuBose <tom@dubosedesigngroup.com>

Good Evening Katie,

I wanted to follow up on the letter and email I sent earlier today regarding the data center's status as a permitted use. The reason for that correspondence is that we approached Yevonne on Friday to ask about the need for hard copies of the plans. During that conversation, Yevonne indicated that a draft letter had been prepared by Othon stating that the data center is not a permitted use in the Industrial Zone because it is not explicitly listed in the zoning code. She also said that you were reviewing the letter. I was not at the meeting with Yvonne, but this is the gist of the conversation that was reported to me.

As explained in my letter and email, it isn't easy to reconcile how a facility that processes data--a core function of modern industrial infrastructure--would not be permitted use in a zone that allows far more intensive industrial uses by right. During our first meeting with Othon and others, we shared the zoning code and our view that we were a permitted use. I thought this was a non-issue and that the City agreed.

If Othon believes that a data center is not a permitted use, based on my reading of the zoning code, in that case, we should proceed with a similar use determination by the Planning Commission under Section 24.19. However, I genuinely don't believe this is necessary, since Othon makes that initial determination under the site plan review process in Section 24.19.500. I recognize this may ultimately be a formality, but the interpretation that a data center is not a permitted use in a heavy industrial zone appears strained. If there was a misunderstanding, it may be my fault for not fully explaining what a data center is or how it operates. Either way, I would like to move forward with this issue resolved per the City's direction.

Apologies for the formality of the letter and email--I believed this was a non-issue and had already been put to rest. If you would like to discuss this by phone, in person, or via video call, please let me know the times that are convenient for you.

Warm regards,

Sebastian

EXHIBIT 17

City email - Path Forward (7-15-25)

Environmental Review and Entitlement Processing for IV Computer Manufacturing Data Center Project

1 message

Othon Mora <omora@imperial.ca.gov>

Tue, Jul 15, 2025 at 5:13 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Tom DuBose <Tom@dubosedesigngroup.com>, Yvonne Cordero <ycordero@imperial.ca.gov>, David Dale <ddale@imperial.ca.gov>, "Denise L. Goff" <dgoff@imperial.ca.gov>

Hi Sebastian,

A comprehensive preliminary study conducted for the IV Computer Manufacturing project has identified several environmental factors that may be significantly impacted by the proposed development. These include, but are not limited to:

- Aesthetics
- Biological resources
- Geology and soils
- Hydrology
- Water Resources
- Noise pollution
- Utilities and service systems
- Greenhouse gas emissions
- Transportation
- Housing
- Air quality
- Energy use (specifically power usage effectiveness)
- Land use consistency
- Cultural resources
- Tribal cultural resources
- Hazards and hazardous materials

These three additional categories, cultural resources, tribal cultural resources, and hazards are particularly relevant given the regional context and the inclusion of battery storage and substation components, which may trigger consultation requirements or fire and safety review.

Given the scope of these potential impacts, the City's Planning Department, in coordination with the Environmental Assessment Committee, will require an Initial Study to evaluate the project's environmental effects. Based on our preliminary assessment, a Mitigated Negative Declaration (MND) appears suitable at this time, provided all potentially significant impacts can be mitigated to a less-than-significant level. However, please note that if the Initial Study reveals any unavoidable significant environmental impact, particularly those associated with the substation or battery storage components (e.g., fire safety, hazardous materials, or cumulative impacts) the project may be elevated to require a full Environmental Impact Report (EIR).

This determination will be finalized upon completion of the Initial Study and coordination with responsible agencies.

- Cost for Initial Study + MND: \$923 (City fee)
- Potential Consultant Fees: Additional, depending on scope
- County Filing Fee (Notice of Determination): \$3,030.75 (subject to change)

We are also processing the following land-use entitlements:

1. Zoning Code Text Amendment – to permit data centers, battery storage and substation as a conditionally permitted use in the C-1 and C-2 zones, and as a permitted use in I-2 zones.
 - o Fee: \$1,235
2. Conditional Use Permit (CUP) – for the data center facility, battery storage and substation.
 - o Fee: \$1,673
3. Separate CUP – required for the proposed substation and battery storage infrastructure due to their intensity and specialized utility impacts.
 - o Fee: \$1,673

Given the interconnected nature of these components, we intend to process the Initial Study/MND, Zoning Code Amendment, and CUP applications concurrently to streamline the review and entitlement process.

We anticipate the CEQA and entitlement process, including preparation of the Initial Study, agency consultation, public noticing, environmental determination, Planning Commission hearings, and final approvals will take approximately 6 to 9 months. The timeline ultimately depends on how promptly the applicant submits required technical reports, studies, and other documentation requested during the review process.

If any technical studies have already been prepared (such as a traffic impact analysis or environmental reports), please forward them to me for preliminary review. This will help us determine whether they meet City standards or if additional information is needed.

In particular, if a traffic study has been completed, please include it along with any Vehicle Miles Traveled (VMT) assessment. The City of Imperial has adopted local VMT thresholds in accordance with SB 743, and all new development must demonstrate compliance. I'd be happy to review the findings against the City's adopted VMT Guidelines.

Please let us know if you would like to proceed with formal submittals so that we can begin circulating materials for committee review.

Sincerely,

Othon Mora, MCM, CBO

Community Development Director

EXHIBIT 18
City to email
Alternative Suggestions
(7-18-25)

Environmental Review and Entitlement Processing for IV Computer Manufacturing Data Center Project

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Jul 18, 2025 at 12:10 PM

To: Othon Mora <omora@imperial.ca.gov>

Cc: Tom DuBose <Tom@dubosedesigngroup.com>, Yvonne Cordero <ycordero@imperial.ca.gov>, David Dale <ddale@imperial.ca.gov>, "Denise L. Goff" <dgoft@imperial.ca.gov>

Good Afternoon Othon,

Thank you for your recent email. I have no issue with the proposed fees. I also appreciate your initial review and the encouraging indication that a Negative Declaration may be achievable. I'm also comfortable proceeding with the Environmental Assessment Committee to get a resulting determination.

That said, I do have significant concerns about the projected 6 to 9-month timeline, which is much longer than initially anticipated. As discussed below, the City may be bypassing more streamlined procedures available under its own existing code. First, we should discuss shrinking the project to a smaller data center, along with all ancillary uses (substation, battery, and generator backup), all of which can be accommodated on the industrial-zoned land. If this is the option, we can then proceed with new plans for site plan review, which takes 15 days under § 24.19.500. It seems to me that a building with no windows, used for public traffic with ancillary energy uses, should be permitted in the I-2 zone.

Please also consider the following, which will allow the project, as submitted, to proceed quickly. Under § 24.19.210, a Similar Use Determination may be made by the Planning Commission without triggering CEQA review. Our concern is not CEQA but the speed of approval. Section 24.19.250 clarifies that, "when the zoning regulations are amended, these similar uses shall be added," meaning that such uses, once recognized by the Planning Commission, are incorporated into the permitted uses in the applicable zone. Suppose the Planning Commission affirms that the data center and its ancillary components — such as the substation, battery systems, and generators — are permitted uses in the industrial zone. In that case, we should proceed under Section 24.19.500 (Site Plan Review), which requires a decision within 15 days.

I understand that there may be hesitation regarding the ancillary uses, particularly the data center, as substations require a conditional use permit in the commercial zone. However, in our case, the substation is ancillary to the data center, which is the sole user of the substation. If the data center is permitted as of right on industrially zoned land, then a substation solely for the data center is ancillary to the data center. In our view, the substation is not the same as a utility seeking a substation for the public. If there's disagreement on this point, we are open to pursuing a Conditional Use Permit for the substation separately--while still proceeding with the data center as a permitted use in the I-2 zone. If I read your email correctly, we are securing a conditional use permit for the data center in the industrial zone.

Separately, I would like to ask the City to carefully consider the appropriate application of CEQA, which proceeds in three stages: First, the City must determine whether our data center is a project. This is not in dispute; we agree that it's a project under CEQA. Second, is the project statutorily or categorically exempt? If it's exempt under CEQA, even significant environmental impacts are not at issue; the CEQA inquiry ends. Third, if the project is not exempt, the City reviews the ecological implications of the project under CEQA (negative declaration, mitigated negative declaration, or EIR).

Step two is often overlooked, but it's very important because if a project is statutorily exempt or categorically exempt, there's no requirement for an environmental review under CEQA. We respectfully submit that we are overlooking two exemptions:

1. Ministerial Project Exemption (§ 15268(a)). If the data center is a permitted use under the City's zoning ordinance, the approval is ministerial. Ministerial projects are categorically exempt from CEQA regardless of potential environmental impacts.
2. New Advanced Manufacturing Exemption (Pub. Res. Code § 21080.69(a)(4)). Three weeks ago, California enacted legislation expressly exempting from CEQA review "a project that consists exclusively of a facility for advanced manufacturing, as defined in Section 26003, if the project is located on a site zoned exclusively for industrial uses."

Our data center meets this definition in both form and function: Artificial intelligence, machine learning, and high-throughput computing directly align with the advanced manufacturing technologies outlined in § 26003(a)(1)(A)(i)-(vi) and § 26003(a)(1)(B). Our AI Data Center satisfies both statutory elements of the CEQA exemption: (1) it is exclusively a facility for advanced manufacturing, and (2) it is located in an industrial zone.

Beyond the exemptions, it's worth noting that the physical and environmental footprint of this project is inherently low-impact: there's no public traffic, no windows, renewable energy usage, reclaimed water, and limited emissions from natural gas backup generators that operate only during power outages. California's new legislation, by recognizing AI-enabled data centers as advanced manufacturing, entirely exempts them from CEQA review, aligning with federal Executive Orders and recent EPA policies that identify artificial intelligence infrastructure as a matter of national interest.

From the outset, I selected the City of Imperial because I believed that our data center would be a permitted use and exempt from CEQA. We've even revised the project to incorporate requested retail components, demonstrating our commitment to collaboration. However, we are now many months into this process and must urgently consider more efficient procedural paths.

We are willing to explore a project scope adjustment that focuses solely on the industrially zoned portion, encompassing the data center and all its ancillary infrastructure, to expedite the process under the ministerial Site Plan Review procedure. We should also discuss the Similar Use Determination before the Planning Commission. We should also discuss the CEQA exemption under § 15268(a) and § 21080.69(a)(4). Perhaps we can make a presentation on our view of the statutory and categorical CEQA exemptions to the Environmental Assessment Committee and proceed with their determination.

I look forward to working with you to resolve these issues in a collaborative and expeditious manner.

Sincerely,
Sebastian

Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

[Quoted text hidden]

EXHIBIT 19
Email to City
Revised Plans on Industrial
(7-22-25)

Revised Data Center Site Plan

Sebastian Rucci <sebastian@ruccilaw.com>

Tue, Jul 22, 2025 at 7:37 AM

To: Othon Mora <Omora@imperial.ca.gov>

Cc: Tom DuBose <tom@dubosedesigngroup.com>, "Dennis H. Morita" <dmorita@imperial.ca.gov>, Thomas Garcia

<tgarcia@imperial.ca.gov>

Good Morning Othon,

I've attached a revised site plan showing the data center and associated energy infrastructure, which is sited entirely within the Industrial (I-2) Zone. As explained in prior correspondence, the data center qualifies as a permitted use under the City's I-2 zoning classification, which is the most intensive industrial designation. The enumerated uses in § 24.07.120 support this conclusion. The data center satisfies the permitted use classification under § 24.07.120.C, which expressly includes "business, professional, and research offices" within the category of industrial services--an apt description of the AI and machine learning operations to be conducted at the data center.

The supporting infrastructure — including the substation, battery energy storage system (BESS), and backup generators — is customarily incidental to the operation of a modern AI data center. These components are located within the data center parcel, used exclusively to support its operations, and are not interconnected to the public grid nor designed for off-site distribution.

Regarding the substation, battery backup, and generator backup. Unlike the commercial zone, which expressly requires a CUP for substations. There is no such requirement in the Industrial Zone. Most importantly, the substation is being built by the data center and is used solely by the data center. The battery backup is to provide immediate short-term power (milliseconds) and will not export power to the grid; its use is solely for the data center. The backup generators, similarly, will not connect to the grid and will not export electricity to the grid; their sole purpose is to serve the data center in the event of a blackout.

Together, the data center and its necessary components (substation, battery backup, and generator backup) make up the essential infrastructure to power a data center. These elements fall squarely within the definition of "accessory structures and uses located on the same site as a permitted" use per § 24.07.120.F. Their integration into the site plan is consistent with zoning regulations and long-established principles of accessory use classification.

Turning to CEQA, the City must begin with the threshold three-step inquiry: "First, the agency must determine whether the proposed activity is subject to CEQA at all. Second, assuming CEQA is found to apply, the agency must decide whether the activity qualifies for one of the many exemptions that excuse otherwise covered activities from CEQA's environmental review. Finally, assuming no applicable exemption, the agency must undertake environmental review of the activity, the third tier." (*Union of Med. Marijuana Patients, Inc. v. City of San Diego* (2019), 7 Cal. 5th 1171, 1185). Regarding step two, the "exemption from environmental review," the City must decide "whether the project is exempt from the CEQA review process under either a statutory exemption or a categorical exemption set forth in the CEQA Guidelines. The statutory exemptions, created by the Legislature, are found in § 21080, subdivision (b). Among the most important exemptions is the first, for 'ministerial' projects, which are defined generally as projects whose approval does not require an agency to exercise discretion. (Pub. Resources Code, § 21080, subd. (b)(1); Guidelines § 15369.). . . . The City may thereafter proceed without further consideration of CEQA." (*Union of Med. Marij.*, supra, 7 Cal. 5th at 1186).

In this case, the data center is considered a "project" under CEQA; however, two separate statutory exemptions preclude CEQA review.

1. Ministerial Exemption: Under 14 Cal. Code Regs. § 15268(a), "[m]inisterial projects are exempt from the requirements of CEQA." Ministerial decisions involve little to no personal judgment and require only a determination of conformity with fixed standards (14 Cal. Code Regs. §§ 15357, 15369). Where a project is permitted by right in a zoning district and the City is merely verifying compliance with objective development standards (as in Site Plan Review under § 24.19.500), the action is considered ministerial. Here, the data center and accessory infrastructure are permitted by right and subject only to fixed standards, not discretionary review. Thus, the project is categorically exempt.

2. Advanced Manufacturing Exemption: Public Resources Code § 21080.69(a)(4) exempts from CEQA "[a] project that consists exclusively of a facility for advanced manufacturing, as defined in Section 26003, if the project is located on a site zoned exclusively for industrial uses." This exemption reflects the Legislature's recognition of AI infrastructure as essential to California's advanced manufacturing economy and aligns with federal policy directives prioritizing domestic AI development. The data center satisfies both elements: The project's core function--training artificial intelligence and machine learning models using high-throughput computing--squarely falls within § 26003(a)(1)(A)(i)–(vi) and § 26003(a)(1)(B), including the use of microelectronics, integrated computational systems, and intelligent operational design. The project is located entirely on a parcel zoned I-2, the City's highest-level industrial designation.

In summary, the data center is a permitted use under the L-2 zoning classification. The substation, battery backup, and generator systems are permitted accessory uses under § 24.07.120.F. The project qualifies for CEQA exemption on two independent grounds: (i) as a ministerial project; and (ii) under the statutory exemption for advanced manufacturing in PRC § 21080.69(a)(4).

Please let us know a convenient time to discuss or if further documentation is required. We can also finalize the site plan with any changes you request and proceed under the Site Plan Review process. Thank you.

Sincerely,

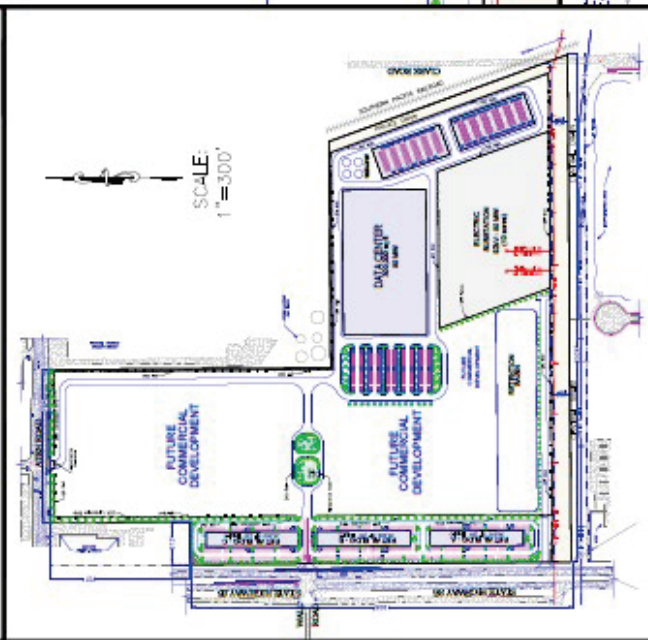
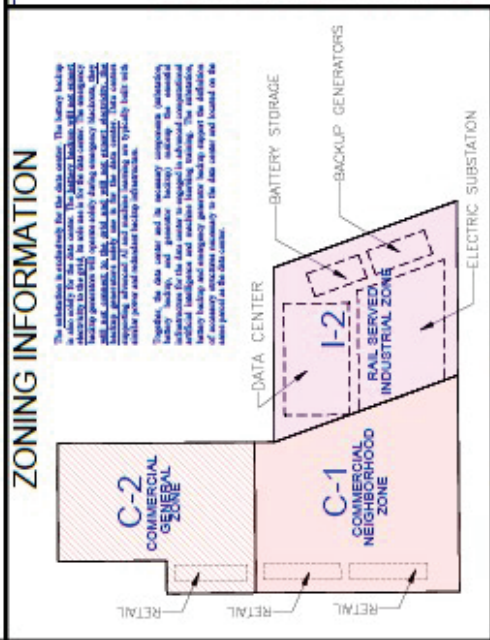
Sebastian
Imperial Valley Computer Manufacturing, LLC
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Huntington Beach, CA 92649
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Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com



Data Center on Industrial Land (7-22-25).pdf
3820K

IMPERIAL VALLEY DATA CENTER CAMPUS

CITY OF IMPERIAL, CALIFORNIA



SHEET	C1	TITLE INDEX SHEET	IMPERIAL VALLEY DATA CENTER CAMPUS	CITY OF IMPERIAL, CA	NO.	C50002-01
DATE	04/25/23	REVISIONS	BY	APPROVED BY	DATE	SCALE
DATE	04/25/23	REVISIONS	BY	APPROVED BY	DATE	SCALE
DATE	04/25/23	REVISIONS	BY	APPROVED BY	DATE	SCALE
DATE	04/25/23	REVISIONS	BY	APPROVED BY	DATE	SCALE
DATE	04/25/23	REVISIONS	BY	APPROVED BY	DATE	SCALE

LC ENGINEERING CONSULTANTS INC.
 1000 N. MISSION AVENUE, SUITE 200
 SAN JOSE, CA 95128
 TEL: (408) 253-1234
 FAX: (408) 253-1235
 WWW.LCENGINEERING.COM

SEAL
 I. C. ENGINEERING CONSULTANTS INC.
 I. C. ENGINEERING CONSULTANTS INC.
 I. C. ENGINEERING CONSULTANTS INC.

EXHIBIT OF RECORD
 NAME: IMPERIAL VALLEY DATA CENTER
 DATE: 04/25/23
 SCALE: 1"=300'

REVISIONS
 NO. DATE DESCRIPTION BY

UNRECORDED FEE
 \$10.00
RECORDING FEE
 \$10.00
TOTAL FEE
 \$20.00

EXHIBIT 20
Email from City
Working on Plans
(7-30-25)

Revised Data Center Site Plan

Othon Mora <omora@imperial.ca.gov>

Wed, Jul 30, 2025 at 5:04 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Yvonne Cordero <ycordero@imperial.ca.gov>, Tom DuBose <Tom@dubosedesigngroup.com>, Thomas Garcia <tgarcia@imperial.ca.gov>

Sebastian,

Thank you for providing the revised site plan and detailed narrative regarding the data center and associated infrastructure. We acknowledge receipt of the updated materials and understand that the project is now proposed entirely within the I-2 zoning designation. The Planning Department is currently reviewing the revised site plan and supporting information, and we will provide formal comments shortly.

In the meantime, if any technical studies, particularly a Traffic Impact Study or Vehicle Miles Traveled (VMT) analysis, have already been completed, please forward them at your earliest convenience. The City of Imperial has adopted local VMT thresholds consistent with SB 743, and all applicable projects must demonstrate consistency with those standards. We appreciate your ongoing collaboration and will be in touch with feedback soon.

Sincerely,

Othon Mora, MCM, CBO

Community Development Director

EXHIBIT 21
Email from City
Reclaimed Water Report
(8-14-25)

FW: Title 22 Report

2 messages

David Dale <ddale@imperial.ca.gov>

Thu, Aug 14, 2025 at 2:40 PM

To: Tom DuBose <tom@dubosedesigngroup.com>, Sebastian Rucci <sebastian@ruccilaw.com>

I did a cursory look through the draft document; it appears that the needed infrastructure, operations, and treatment are what were anticipated. I may have missed something important; I sent this to our chief wastewater operator, and I await his comments.

There are still some spots that need to be cleaned up.

David Dale, PE, PLS

Public Services Director

City of Imperial

420 S. Imperial Avenue

Imperial, CA 92251

760-355-3336 direct



From: Justin Logan <justin.logan@aquaeng.com>

Sent: Wednesday, August 13, 2025 3:00 PM

To: David Dale <ddale@imperial.ca.gov>; Brian Knoll <brian.knoll@webbassociates.com>

Subject: Re: Title 22 Report

David,

Here is the draft report.

Justin

EXHIBIT 22
Email to City
Reclaimed Water Site Plan
(8-16-25)



Sebastian Rucci <sebastian@ruccilaw.com>

FW: Title 22 Report

Sebastian Rucci <sebastian@ruccilaw.com>

Sat, Aug 16, 2025 at 8:27 PM

To: David Dale <ddale@imperial.ca.gov>

Cc: Tom DuBose <tom@dubosedesigngroup.com>

Bcc: Gary Messina <gary@ruccilaw.com>, Hector Casas <Hector@ruccilaw.com>

Hello David,

We reviewed the Title 22 Report and have one suggestion. I've attached a map for the recycled water pipeline. This map could replace Figure 2-1. It accurately shows the recycled water going to the two sites for the recycled water. If you need the AutoCAD file for the drawing, let me know and I'll email.

We don't need to make the report any longer but multiple legislative findings exist in the Water Code stating that the "Legislature hereby finds and declares that the use of potable domestic water for . . . cooling towers, and air-conditioning devices is a waste or an unreasonable use of water . . . if recycled water, for these uses, is available to the user . . ." Water Code § 13552.6(a).

Please get this concluded as soon as possible, as we are getting close with Site #1, Site #2 is before Othon, and we are certain he will approve the latest site plan with the project only on Industrial land.

Sincerely,

Sebastian Rucci
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

On Thu, Aug 14, 2025 at 2:40 PM David Dale <ddale@imperial.ca.gov> wrote:

[Quoted text hidden]

**Reclaimed Water Line.pdf**

73K

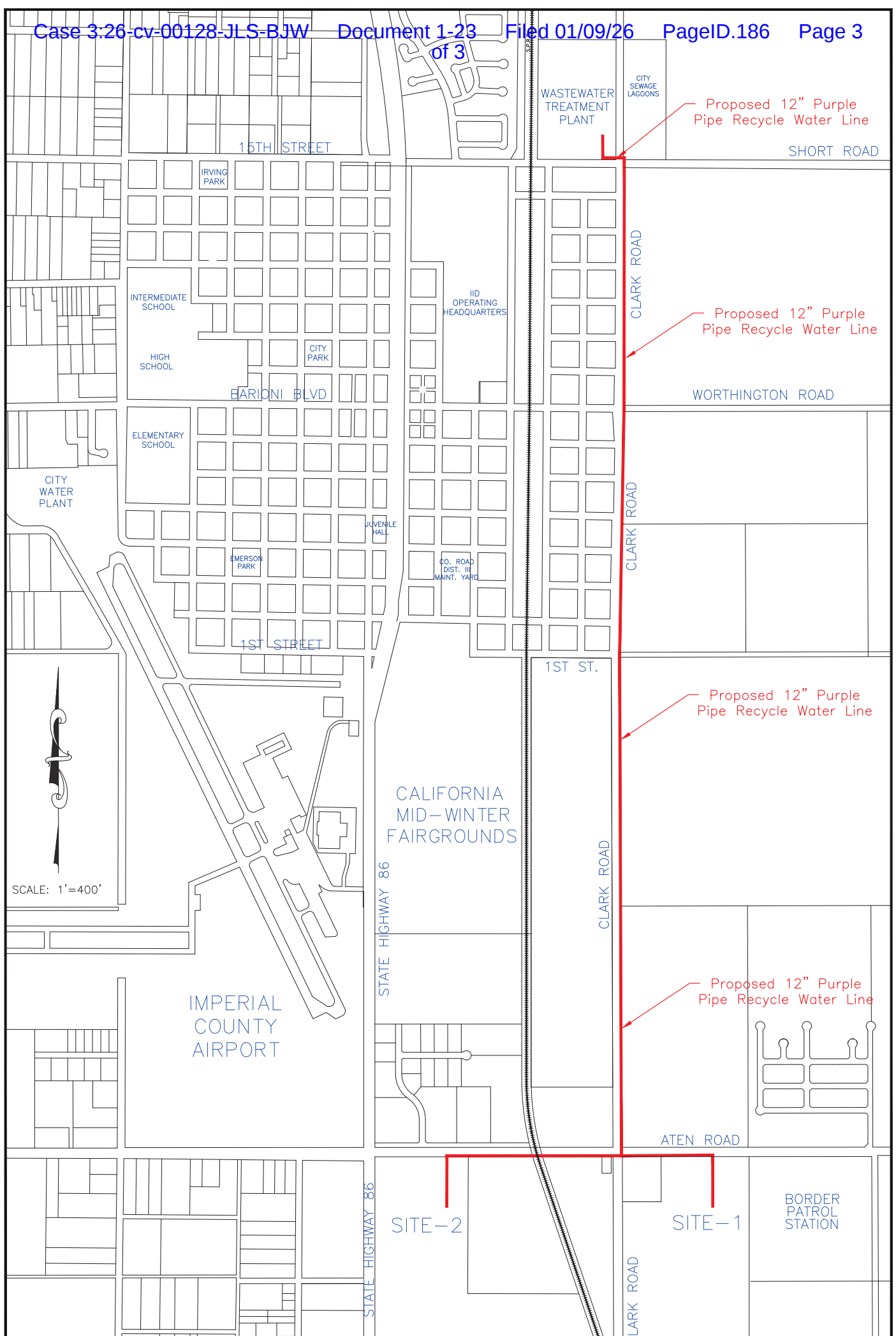


EXHIBIT 23
Email from City
Forwarding Site Plan to Engineer
(8-18-25)



Sebastian Rucci <sebastian@ruccilaw.com>

FW: Title 22 Report

David Dale <ddale@imperial.ca.gov>

Mon, Aug 18, 2025 at 7:51 AM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Tom DuBose <tom@dubosedesigngroup.com>

On it. I just sent the pipeline route to Webb.

David Dale, PE, PLS

Public Services Director

City of Imperial

420 S. Imperial Avenue

Imperial, CA 92251

760-355-3336 direct



[Quoted text hidden]

EXHIBIT 24
Email from City
Rejecting Site Plan
on Industrial Zone
(8-20-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Revised Data Center Site Plan

Othon Mora <omora@imperial.ca.gov>

Wed, Aug 20, 2025 at 4:51 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Tom DuBose <tom@dubosedesigngroup.com>, "Dennis H. Morita" <dmorita@imperial.ca.gov>, Thomas Garcia <tgarcia@imperial.ca.gov>, Yvonne Cordero <ycordero@imperial.ca.gov>

Dear Mr. Rucci,

Thank you for submitting the revised plans and updated correspondence dated July 22, 2025, for the Imperial Valley Data Center Campus. The City acknowledges that the revised site plan now depicts the entire project, including the 300,000 square foot data center, substation, battery energy storage system (BESS), and emergency backup generators, located entirely within the I-2 (General Industrial) zoning designation.

City staff has reviewed your interpretation of permitted uses under the Zoning Ordinance and the classification of the supporting infrastructure as accessory. While the I-2 zone allows "business, professional, and research offices" under Section 24.07.120(C), the current zoning ordinance does not specifically identify "data centers" as either a permitted or conditional use. Given the unique function and substantial scale of the facility, particularly its use in high-throughput computing and artificial intelligence training, the City finds that a Zoning Code Text Amendment is required to clearly define and authorize data centers as a permitted use within the applicable industrial zone.

Additionally, while the revised plan locates the substation, BESS, and backup generators on the same parcel as the data center, the City must further evaluate whether these components qualify as accessory uses pursuant to Section 24.07.120(F). Although their co-location supports the accessory use argument, the scale and infrastructure, including a 92kV, 80 MW substation and a 250 MWh battery system, are significant and typically subject to discretionary review. Staff recommends that these components be included in the overall land use entitlement package for zoning consistency and review.

With respect to CEQA, the project is considered a "project" under the California Environmental Quality Act. While your letter raises arguments for a ministerial exemption under CEQA Guidelines Section 15268 and a statutory exemption under Public Resources Code Section 21080.69 for advanced manufacturing facilities, the City, as lead agency, must make an independent determination regarding applicability. The City does not consider the project ministerial because approval of the site plan, interpretation of accessory use status, and zoning conformity involve discretionary review. Furthermore, while the advanced manufacturing exemption is acknowledged, the City will require further legal analysis to verify whether the facility's operations and design meet the statutory definition under Section 26003.

Therefore, the project is not exempt from CEQA at this time and will be subject to environmental review, beginning with the preparation of an Initial Study. The Initial Study will evaluate potential environmental impacts including, but not limited to, air quality, greenhouse gas emissions, traffic and vehicle miles traveled (VMT), utilities, noise, and hazardous materials. If any technical studies, particularly a traffic impact analysis or VMT assessment, have already been completed, we encourage you to submit them for City review. The City of Imperial has adopted VMT thresholds pursuant to SB 743, and projects must demonstrate consistency with those thresholds.

To ensure timely processing, please note that CEQA environmental review, including preparation of the Initial Study and circulation of any necessary documents, can take approximately 6 to 9 months, depending on the complexity of the project and the applicant's responsiveness in providing requested materials. Early submittal of all relevant technical studies will help streamline the review process.

Please note that the City's Development Review Committee has completed its initial review of the revised plans. To proceed, the following entitlements and documentation will be required: a Zoning Code Text Amendment to authorize data centers as a permitted use in the I-2 zone, any necessary Conditional Use Permits for components determined not to be accessory, and preparation of an Initial Study and associated technical documents in compliance with CEQA. Please note that the comments previously issued as part of the last Site Plan Review (SPR) continue to remain in effect and will be applicable to the revised project scope unless otherwise modified by City staff.

We have also reviewed your supplemental email dated July 22, 2025, expressing concern over the projected six- to nine-month processing timeline and requesting consideration of alternative review paths. The City is open to further discussion on your proposal to adjust the project scope to remain entirely within the I-2 zone, your request for a Similar Use Determination under Section 24.19.210, and whether Site Plan Review under Section 24.19.500 may apply.

Sincerely,

Othon Mora, MCM, CBO

Community Development Director

CITY OF IMPERIAL

Community Development Department

400 South Imperial Avenue, Suite "101"

Imperial, California 92251

Office (760) 355-1152 Fax (760) 355-4718

E-mail: omora@imperial.ca.gov

Website: <http://www.cityofimperial.org>

EXHIBIT 25
Email to City
Withdrawing Project
(8-21-25)

Revised Data Center Site Plan

Sebastian Rucci <sebastian@ruccilaw.com>

Thu, Aug 21, 2025 at 11:35 AM

To: Othon Mora <omora@imperial.ca.gov>

Cc: Tom DuBose <tom@dubosedesigngroup.com>, "Dennis H. Morita" <dmorita@imperial.ca.gov>, Thomas Garcia <tgarcia@imperial.ca.gov>, Yvonne Cordero <ycordero@imperial.ca.gov>

Dear Othon,

The City finds that the data center does not fit within the broad definition of "business, professional, and research offices" because "data centers" are not expressly identified by name, and because of the substantial size of the project.

The data center is indeed large; however, the property encompasses 65 acres, and the zoning code already regulates building size under § 24.07.130. Specifically, building coverage is limited to 60% of the lot area. Larger lots necessarily accommodate larger buildings. Our proposed data center occupies only 10% of the parcel--well below the maximum coverage. In addition, we exceed all zoning requirements for lot size, setbacks, building height, and building coverage.

Regarding the lack of express listing of data centers. The industrial zoning provisions are written in broad terms and expressly include "business, professional, and research offices," alongside a wide range of other permitted uses such as livestock sales, feed yards, animal grazing, building equipment storage, automobile fleet storage, lumber yards, laboratories, bottling plants, cement products manufacturing, and more.

To read the zoning code as requiring specific enumeration of every possible modern use--when the code was intentionally drafted with broad categories--would be improper. The broad category of "business, professional, and research offices" comfortably includes data centers, which are office-based, research-supportive facilities that require no retail activity, windows, or public foot traffic.

Regarding CEQA, we agree that the data center development is a project (step one). However, the second step in the CEQA process is to determine whether the project is exempt from CEQA, and there are many exemptions. If the use is permitted under a broad definition of the industrial zoning, then the project proceeds on a ministerial basis and is categorically exempt from CEQA review. Environmental impacts (step three) are not considered where a statutory exemption applies.

From the beginning, we intended to proceed through the ministerial process. Since we haven't been able to convince you of this interpretation, we are withdrawing our current request for a data center at the Imperial site. We nevertheless look forward to continuing to work with the City on future opportunities like the reclaimed water purchase and workforce housing. We are also available to help the City with recommendations if the City would like to amend its code on its own. Lastly, should the City reconsider, we are available to proceed with a ministerial data center project at any time.

Sincerely,

Sebastian
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

[Quoted text hidden]

EXHIBIT 26
Email from City
Continued Cooperation
(9-03-25)

Revised Data Center Site Plan

Othon Mora <omora@imperial.ca.gov>

Wed, Sep 3, 2025 at 2:20 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Yvonne Cordero <ycordero@imperial.ca.gov>, Thomas Garcia <tgarcia@imperial.ca.gov>

Sebastian,

I apologize for the delay in my response. I had thought I had already replied to your email, and I regret any inconvenience this may have caused.

Thank you for your detailed response and for outlining your position regarding the proposed data center project. The City appreciates the time and effort you and your team have dedicated in presenting your interpretation of the zoning code, CEQA applicability, and the overall scope of the project.

We acknowledge your points regarding parcel size, zoning standards, and your interpretation of “business, professional, and research offices.” While the City’s interpretation of the code differs, we respect your thorough analysis and the professional manner in which you have presented your case. We also recognize and value your continued interest in collaborating with the City, particularly in areas such as reclaimed water purchase, workforce housing, and potential code refinement. These are important opportunities for the City, and we welcome the chance to further those discussions.

Although you have indicated your intent to withdraw the current request for a data center at this time, the City remains open to continued dialogue should you decide to pursue this project again in the future. We appreciate your willingness to partner with the City and to provide input that supports both economic development and long-term community goals.

Thank you again for your professionalism and commitment to working with the City of Imperial. We look forward to continued collaboration on future opportunities.

[Quoted text hidden]

EXHIBIT 27
County Letter
Data Center is Permitted Use
(9-04-25)



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

September 4, 2025

Imperial Valley Computer Manufacturing, LLC
Attention: Sebastian Rucci
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649

**SUBJECT: DESIGN REVIEW #25-0006; 291 WEST ATEN ROAD, IMPERIAL, CA 92251
APN: 044-220-046-000**

Dear Mr. Rucci,

On August 1, 2025, the Imperial County Planning & Development Services Department received your initial Design Review submittal for the proposed 950,000-square-foot Artificial Intelligence (AI) Data Center Campus, to be located at the southeast corner of Aten and Clark Roads in Imperial, California. A revised set of plans was subsequently submitted on August 20, 2025.

Staff has completed a review of the proposed project for consistency with the Imperial County Land Use Ordinance (Title 9). Upon review, it has been determined that the proposed project would be located across five existing parcels of which are zoned **M-1-N-U** (Light Industrial, No Residential within Urban Boundaries), **M-2-U** (Medium Industrial within Urban Boundaries), and **A-2-U** (General Agricultural within Urban Boundaries). The proposed project is consistent with the current zoning. (**Exhibit "A"**)

Specifically, Pursuant to Division 5, Section 90515.01, Subsection (bbb) of the Imperial County Land Use Ordinance (Title 9), a "Data Center (within enclosed building)" is a permitted use within the M-1 (Light Industrial) zoning district. Ancillary components directly incidental to the primary data center operation—such as long-term power backup generators, electrical substation, gen-tie lines, short-term power backup battery energy storage system (BESS), water treatment skid, and cooling yard—are likewise considered permitted uses within the M-1 zoning district. Additionally, utility substations and transmission lines are permitted in the A-2 zone. (**Exhibit "B"**)

The proposed project area is bordered by parcels zoned M-2-U (Medium Industrial within Urban Boundaries) to the west, A-2-U (General Agricultural within Urban Boundaries) to the south, and by the jurisdiction of the City of Imperial to the north and east. Additionally, Aten Road and Clark Road abut the northern and western boundaries of the project site, respectively.

The proposed project layout spans multiple existing parcels and crosses the boundaries of three zoning areas. As currently designed, some of the identified uses in the layout are not fully consistent with building code requirements related to construction across property lines. Upon review, Department staff has identified several options for addressing this issue, which you may choose from. Alternatively, you are welcome to propose a different solution for staff to review and consider.

Option 1: You may revise the site layout to ensure that each structure is located entirely within a specific parcel where such use is permitted. This would bring the project into compliance with existing building codes and zoning regulations.

Option 2: Should you wish to maintain the existing layout as depicted in the submitted site plan, you would need to submit a Lot Merger and Lot Line Adjustment applications. Merging the parcels and reconfiguring exiting boundary limits would allow the project to be considered as a unified development site. These actions are necessary to consolidate all four (4) parcels comprising the AI Data Center Campus into a single, unified lot, while also dedicating a separate lot on the southern portion of the project site to accommodate the utility substation, which is intended to be conveyed to the Imperial Irrigation District. Attached, please find copies of the Lot Merger and Lot Line Adjustment applications for your reference.

Additionally, as the majority of the proposed project area is currently zoned M-1 pursuant to Section 90501.01 (Single Base Zoning Area) of the Imperial County Land Use Ordinance, the entire project site may be classified under the M-1 zoning designation following the Planning Director's findings and determinations—subject to the approval of the Lot Merger application. This is consistent with the permitted uses within the M-1 district, as the proposed AI Data Center Campus and its ancillary components are allowable under this zoning classification.

The subject property is currently regulated by Sections 90508.00, 90515.00 and 90516.00 et. al. of the Imperial County Land Use Ordinance Title 9.

Should you have additional questions, please feel free to contact the Imperial County Planning & Development Services Department at (442) 265-1736. You may also contact Gerardo A. Quero, Planner II at extension 1748 or via email at gerardoquero@co.imperial.ca.us.

Sincerely,
Jim Minnick, Director
Planning & Development Services



By: Gerardo A. Quero
Planner II

Exhibits:

- A. Project Parcel Descriptions
- B. Design Review

Attachments:

- a. A-2 Zoning Ordinance
- b. M-1 Zoning Ordinance
- c. M-2 Zoning Ordinance
- d. Lot Merger Application
- e. Lot Line Adjustment Application

CC: Tom DuBose @ tom@dubosedesigngroup.com
Sebastian Rucci @ Sebastian@rucci.law & sebastian@ruccilaw.com
Jim Minnick, ICPDS Director
Michael Abraham, AICP, Assistant Director of ICPDS
Diana Robinson, Planning Division Manager
Applicant @ aapplicant@applicant.com
File: 10.109

GQ\IS\AllUsers\APN\044\220\046\DR25-0006\DR25-0006 and ZVL 044-220-046.docx

EXHIBIT 28
Email to City
Copies of Six Studies
(9-09-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Revised Data Center Site Plan

Sebastian Rucci <sebastian@ruccilaw.com>

Tue, Sep 9, 2025 at 12:29 PM

To: Othon Mora <omora@imperial.ca.gov>

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Yvonne Cordero <ycordero@imperial.ca.gov>, Thomas Garcia <tgarcia@imperial.ca.gov>

Good Afternoon Othon,

Thank you for your email; it is greatly appreciated. We will be applying again for a data center on the industrial land. To assist with that process, attached are the following reports for the Imperial Avenue property.

1. Traffic Access Analysis Memo
2. Air Pollution Constraints Memo
3. Geotechnical Report
4. Phase I Environmental Report
5. Draft Reclaimed Water Report
6. Alta Survey

Additionally, the latest data center drawing for Imperial, an 80 MW facility located on industrial land, is attached.

Sincerely,

Sebastian Rucci
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com



Air Pollution Constraints Memo.pdf



Alta Survey.pdf



Data Center on Industrial Land (7-22-25).pdf



Geotechnical Report.pdf



Phase I ESA Report.pdf



Title 22 Engineering Report.pdf



Traffic Access Analysis Memo.pdf

[Quoted text hidden]

EXHIBIT 29
Email from City Attorney
Reclaimed Water Questions
(9-18-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Fwd: Water

1 message

Tom DuBose <tomedubose@me.com>
To: Sebastian Rucci <sebastian@ruccilaw.com>

Thu, Sep 18, 2025 at 11:28 AM

See e-mail from Katie as we just discussed. Let's circle back on this tomorrow.

Sent from my iPhone

Begin forwarded message:

From: Katherine Turner <kturner@cityofimperial.org>
Date: September 18, 2025 at 10:19:18 AM PDT
To: Tom DuBose <tomedubose@me.com>
Cc: "Dennis H. Morita" <dmorita@imperial.ca.gov>
Subject: Water

Tom,

I have been researching and working through the request to have the City of Imperial develop the reclaimed water system and enter into an agreement with a private company to provide that private company the reclaimed water.

I have some questions/comments regarding Prop 218, Prop 26 and the Regional and State Water Board permitting requirements.

I have confidence that Sebastian is familiar with these laws and I would request any guidance he could provide me to clarify the request he has and the hurdles he envisions. If he has examples or guidance, that would speed up my analysis.

I am requesting this communication be confidential negotiation rather than public.

Thank you,
Katie

EXHIBIT 30
Email to City
Reclaimed Water Answers
(10-07-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Suggestions on application of Prop 218, Prop 26, and the Regional/State Water Board permitting

2 messages

Sebastian Rucci <sebastian@ruccilaw.com>

Tue, Oct 7, 2025 at 10:23 AM

To: Katherine Turner <kturner@cityofimperial.org>

Cc: "Dennis H. Morita" <dmorita@imperial.ca.gov>

Good Morning Katherine,

Here are suggestions on our view of Prop 218, Prop 26, and the Regional/State Water Board permitting

1) Proposition 218 (property-related fees/charges).

Our request is for a negotiated, bilateral reclaimed-water supply contract for a single industrial user --- not a generally applicable rate, fee, or assessment imposed on property owners. Because there is no charge "as an incident of property ownership" and no across-the-board rate action, Prop 218 should not apply. To preserve that posture, we propose structuring this as: (i) a standalone service agreement approved by Council, and (ii) not creating a new retail "class" on the City's public tariff. If the City prefers a belt-and-suspenders approach, we're fine with documenting cost-of-service compliance principles in the agreement without invoking Prop 218's mailed-notice hearing process.

2) Proposition 26 (tax vs. fee).

Proposition 26's default rule is "charges are taxes," with exceptions. This contract falls squarely within the exceptions for: (a) a specific benefit/privilege conferred directly on the payor that is not provided to non-payors; and (b) charges limited to the reasonable costs of providing the service (including capital recovery, O&M, regulatory compliance, and allocable admin). We'll support the City with a transparent cost-of-service memo and are comfortable with a contractual true-up, so there is no revenue beyond reasonable costs --- keeping the charge outside "tax" territory.

3) Regional/State Water Board permitting (Title 22 / WDR/WRR).

Our intended use is non-potable industrial cooling consistent with Title 22 disinfected tertiary standards. The typical pathway we see and are willing to fund/support:

- Engineering Report (Title 22) prepared by the City's engineer addressing treatment, distribution, monitoring, cross-connection control, and user training.
- Permitting: amendment/issuance of Water Recycling Requirements (WDR/WRR) by the Regional Water Board, with DDW (SWRCB) concurrence as needed.
- Cross-Connection & Backflow: City program updates; facility isolation; testing protocols.
- User Agreement(s): City <-----> end-user, aligned with the WDR/WRR terms (approved uses, setbacks, signage, reporting).

Because our proposal does not involve new construction or modification of City facilities, there is no "project" under CEQA that would trigger environmental review. A contract for the sale and delivery of existing reclaimed water supplies is an administrative action, not a discretionary physical development.

We appreciate the City's collaboration and will keep everything as streamlined and confidential as the law allows.

Sincerely,

Sebastian
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

EXHIBIT 31
Email to City
Reclaimed Water Questions
(11-06-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Suggestions on application of Prop 218, Prop 26, and the Regional/State Water Board permitting

Sebastian Rucci <sebastian@ruccilaw.com>

Thu, Nov 6, 2025 at 5:28 PM

To: Katherine Turner <kturner@cityofimperial.org>

Cc: "Dennis H. Morita" <dmorita@imperial.ca.gov>, Tom DuBose <tom@dubosedesigngroup.com>

Hi Katie and Dennis,

I wanted to follow up on our last meeting — you had asked me to resend the email regarding the water issues along with Google's responses. Please find that information below.

We're eager to move this forward. We plan to procure reclaimed water from both Imperial and El Centro, with most of that recycled water being directed to the Salton Sea. This makes the project net water-positive by a factor of 6 to 1, meaning we are treating six times more water than we consume. The consultants we spoke with indicated that this approach could help address some of the environmental challenges affecting the Sea.

If you need any more information to finalize the reclaimed water arrangements, please don't hesitate to let me know.
Thank you

Sincerely,

Sebastian
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

EXHIBIT 32
Email to City
Reclaimed Water
(11-07-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Request for Confirmation Letter – Reclaimed Water Purchase

3 messages

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Nov 7, 2025 at 2:32 PM

To: "Dennis H. Morita" <dmorita@imperial.ca.gov>, Katherine Turner <kturner@cityofimperial.org>

Cc: Tom DuBose <tom@dubosedesigngroup.com>

Hello Katie and Dennis,

I reviewed my files this morning and found our first discussion regarding the purchase of reclaimed water took place over eight months ago, on February 28, 2025. The City's follow-up email on March 5, 2025, included a copy of the Title 22 Report.

We have continued to assure our hyperscale tenant that the City of Imperial is genuinely interested in providing reclaimed water for their data center on Aten and Clark Road. Given the extended delay, we would appreciate a letter from the City confirming the sale of reclaimed water. The letter can state that we will cover all costs associated with engineering and any required plant upgrades necessary to produce recycled water, and the city will then sell reclaimed water, etc.

If you'd like to discuss this further, I'd be happy to arrange a call at your convenience.

Thank you,

Sincerely,

Sebastian
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

EXHIBIT 33
Email from City
Reclaimed Water emails
(11-07-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Request for Confirmation Letter – Reclaimed Water Purchase

Katherine Turner <kturner@cityofimperial.org>

Fri, Nov 7, 2025 at 2:57 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: "Dennis H. Morita" <dmorita@imperial.ca.gov>, Tom DuBose <tom@dubosedesigngroup.com>

Sebastian,

Can you forward me those earlier email conversations to make sure we are looking at the same documents?

Katie

EXHIBIT 34
Email to City
Reclaimed Water emails
(11-07-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Request for Confirmation Letter – Reclaimed Water Purchase

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Nov 7, 2025 at 4:20 PM

To: Katherine Turner <kturner@cityofimperial.org>

Cc: "Dennis H. Morita" <dmorita@imperial.ca.gov>, Tom DuBose <tom@dubosedesigngroup.com>

Hello Katie,

Attached are the following emails:

1. Email for Pre-Application Meeting for Data Center (2-28-25)
2. Email from City on Title 22 Report (3-05-25)
3. Email on Water Cost (6-17-25)
4. Email from City on Water Cost (6-17-25)
5. Email on Water Cost (6-17-25)
6. Email from City on Title 22 Report (8-14-25)
7. Email on Title 22 Report (8-16-25)
8. Email from City on Title 22 Report (8-18-25)
9. Email from Tom Questions from Katie (9-18-25)
10. Email to Katie Suggestions for Prop 218, etc (10-07-25)
11. Email to Katie and Dennis Follow-up Reclaimed Water (11-06-25)
12. Email on Letter for Reclaimed Water Purchase (11-07-25)

[Quoted text hidden]

12 attachments

-  **1. Email for Pre-Application Meeting for Data Center (2-28-25).pdf**
98K
-  **5. Email on Water Cost (6-17-25).pdf**
111K
-  **4. Email from City on Water Cost (6-17-25).pdf**
182K
-  **2. Email from City on Title 22 Report (3-05-25).pdf**
435K
-  **3. Email on Water Cost (6-17-25).pdf**
103K
-  **8. Email from City on Title 22 Report (8-18-25).pdf**
166K
-  **7. Email on Title 22 Report (8-16-25).pdf**
149K
-  **10. Email to Katie Suggestions for Prop 218 etc (10-07-25).pdf**
101K
-  **6. Email from City on Title 22 Report (8-14-25).pdf**
191K
-  **9. Email from Tom Questions from Katie (9-18-25).pdf**
130K
-  **11. Email to Katie and Dennis Follow up Reclaimed Water (11-06-25).pdf**
138K
-  **12. Email on Letter for Reclaimed Water Purchase (11-07-25).pdf**
96K

EXHIBIT 35
Email from City
County Hearings
(11-12-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Meetings Scheduled?

4 messages

Katherine Turner <kturner@cityofimperial.org>

Wed, Nov 12, 2025 at 12:49 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>, Tom DuBose <tom@dubosedesigngroup.com>

Cc: Othon Mora <omora@imperial.ca.gov>

Sebastian and Tom,
Do you have any meetings set for your permit approvals with the Planning Director?
Thank you,
Katie

Sebastian Rucci <sebastian@ruccilaw.com>

Wed, Nov 12, 2025 at 12:50 PM

To: Katherine Turner <kturner@cityofimperial.org>

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Othon Mora <omora@imperial.ca.gov>

Hi Katie,
We don't have any meeting scheduled with Othon that I am aware of.
Thank you
Sebastian
[Quoted text hidden]

Katherine Turner <kturner@cityofimperial.org>

Wed, Nov 12, 2025 at 1:52 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Othon Mora <omora@imperial.ca.gov>

I'm sorry. I meant with the County of Imperial related to your project. Do you have any public meeting scheduled with the County?
Thank you,
Katie

EXHIBIT 36
Email to City
No County Hearings
(11-12-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Meetings Scheduled?

Sebastian Rucci <sebastian@ruccilaw.com>

Wed, Nov 12, 2025 at 2:31 PM

To: Katherine Turner <kturner@cityofimperial.org>

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Othon Mora <omora@imperial.ca.gov>

Good Afternoon, Katie,

There are no public hearings that I am aware of because our project—located on industrially zoned land—is a ministerial approval under the County's zoning code. Our applications to the City of Imperial were similarly exempted. As you are aware, after investing millions in engineering and site control, we shifted our focus to adjacent parcels in the County and the City of El Centro, both of which recognized that a data center is permitted as of right on industrial land. We remain confident in our legal position and the clarity of our rights, as outlined in multiple memos, and we are prepared to litigate this issue if necessary.

Your email doesn't address our outstanding reclaimed water request, which has been pending for some time and may have taken an unexpected detour. If the City of Imperial does not wish to sell recycled water, please let us know directly.

Sincerely,

Sebastian
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

[Quoted text hidden]

EXHIBIT 37
Email from Tom Debose
to City of Imperial
(11-26-25)



Sebastian Rucci <sebastian@ruccilaw.com>

EC Will Serve letter

2 messages

Tom DuBose <tom@dubosedesigngroup.com>

Wed, Nov 26, 2025 at 3:05 PM

To: Dennis Morita <dmorita@imperial.gov>

Cc: Sebastian Rucci <Sebastian@rucci.law>, Abraham Campos <ACampos@cityofelcentro.org>

Good afternoon,

Please see and review the attachment below we discussed earlier today. I received permission from the city of El Centro this morning that allows us to share this with you as you had requested earlier. Again, pointing out that this conditional will serve letter from El Centro at this point is for potable water only for a site in El Centro that is being considered. Please confirm the City of Imperial's continued interest in doing the same for treating the discharge from your WWTP at your facility on 15th Street. Let me know if you have any further questions.

Tom DuBose
DuBose Design Group Inc
tom@dubosedesigngroup.com
1065 State Street
El Centro, Ca 92243
760-353-8110 (o)
760-554-1468 (m)



City of El Centro Will Serve Letter.pdf
525K

Tom DuBose <tom@dubosedesigngroup.com>

Sat, Dec 27, 2025 at 3:06 PM

To: Sebastian Rucci <Sebastian@rucci.law>

This is the e-mail I sent the he requested a week or so earlier after I received permission from Abraham from El Centro to send to Imperial. Now looking for the one from Jim Minnick.

Tom DuBose
DuBose Design Group Inc
tom@dubosedesigngroup.com
1065 State Street
El Centro, Ca 92243
760-353-8110 (o)
760-554-1468 (m)

Begin forwarded message:

From: "Tom DuBose" </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3AA612C97CC841A2AFC64533EA25292E-MAILBOX1>
Date: November 26, 2025 at 4:05:18 PM MST
Subject: EC Will Serve letter

[Quoted text hidden]



City of El Centro Will Serve Letter.pdf
525K

EXHIBIT 38
Email to IID Wholesale Market
Proposal to IID
(10-02-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Proposal for Temporary Supply of Load from CAISO Wholesale Market

1 message

Sebastian Rucci <sebastian@ruccilaw.com>

Thu, Oct 2, 2025 at 10:32 AM

To: Jamie Asbury <jlasbury@iid.com>

Cc: "Smelser, Matthew H" <mhsmelser@iid.com>, prodriguez@iid.com, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Ambriz, Jose-Said" <JAmbriz@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <msgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Olivo, Lauren" <lolivo@iid.com>, Carl Stills <cestills@sbcglobal.net>, Tom DuBose <tom@dubosedesigngroup.com>

Dear Mrs. Asbury,

I've attached a proposal requesting that IID consider the possibility of temporarily supplying energy on a short-term basis from CAISO markets (Day Ahead and/or Real-Time). We are not requesting direct procurement of energy outside of IID's balancing authority. Under this proposal, IID faces no stranded investment risk, no credit risk, and no operational burden, while being compensated for its services through a cost-plus framework.

We would set up a dedicated account for IID to draw from for paying for CAISO energy purchases, transmission charges, and all related costs. This ensures no credit risk or exposure to IID. The draw account would be continuously replenished. If energy is unavailable, we would meet the load with the on-site emergency generators.

The arrangement is a cost-plus model with upside for IID. IID will receive a fee for scheduling coordinator time and expenses, the OATT transmission rate, and an administrative markup. We estimate this to be over \$22 million in positive annual revenue to IID. This is more than twice the cost to the data center if only the OATT rate were to apply. There is no financial risk to IID. All economic and reliability risk is borne solely by the data center, which will absorb all energy, capacity, and administrative costs. This allows the \$10 billion data center to proceed while long-term PPAs are secured. This will generate permanent jobs, tax revenue, and demand for future renewable generation in the valley.

If the numerous positive benefits of this arrangement meet with your approval. In that case, we request that IID approve a temporary market-sourced supply arrangement under OATT § III.30.6, with all risks and costs to be borne by the data center. If you agree, we are also requesting that IID conduct a sensitivity analysis to identify feasible import paths for CAISO market energy and assess the available transmission import capability from geothermal areas. We are also requesting that IID establish applicable markup, scheduling coordinator cost recovery, and administrative fees.

Carl Stills has arrived at this proposal, and if you have concerns, please let us know. We are confident that we can arrive at a solution acceptable to IID. You have the power to make this data center a reality. We respectfully urge IID to adopt this short-term bridging mechanism to enable the data center to proceed while long-term PPAs are secured.

Sincerely,

Sebastian Rucci
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

Memo Temporary Supply Energy from Wholesale Market.pdf
66K

TEMPORARY SUPPLY OF 330 MW LOAD FROM CAISO WHOLESALE MARKET

EXECUTIVE SUMMARY

PURPOSE: Imperial Valley Computer Manufacturing (IVCM) is developing a 330 MW AI data center in Imperial County (Google as anchor tenant). Long-term power contracts with in-valley resources (e.g., geothermal, solar) will take several years to complete. This agreement provides a temporary bridge solution: IID procures energy from the CAISO market on IVCM's behalf, ensuring the project moves forward immediately.

KEY FEATURES

- IID acts as Scheduling Coordinator and Load-Serving Entity
- Energy is bought from CAISO Day-Ahead or Real-Time markets
- IID delivers power to the data center under its balancing authority
- Generate new revenue for IID with zero risk

ZERO RISK TO IID

- IVCM funds a draw account in advance.
- Draw account used to pay for all CAISO costs, transmission charges, and staff time.
- IVCM replenishes the account daily/weekly.

RELIABILITY PROTECTION

- IID has no obligation to curtail other customers or assume reliability risk.
- If CAISO energy is unavailable, IVCM uses on-site BESS and emergency generators.
- IID maintain full control under its OATT authority

REVENUE STREAM FOR IID (Full Cost Recovery + Markup)

- All CAISO energy costs
- IID's OATT transmission rate
- IID's Scheduling Coordinator costs
- Administrative markup (additional revenue for IID)

BENEFITS TO IID & IMPERIAL VALLEY

- No Financial Exposure to IID, all costs are paid up front.
- IID collects transmission fees, scheduling charges, and markup.
- Creates demand for new geothermal and renewable generation in IID's service area.
- Support a transformational economic project. Enables a \$10B+ data center project, with permanent jobs, tax revenue, and long-term load growth.

BACKGROUND: IVCN respectfully requests that IID examine the possibility of temporarily supplying energy on a short-term basis from CAISO markets (Day Ahead and/or Real Time). IVCN is not requesting to directly procure energy outside of IID's balancing authority. IID has the authority under its Open Access Transmission Tariff to secure arrangements for resources not physically interconnected with IID's transmission system. The proposal ensures IID faces no stranded investment risk, no credit risk, and no operational burden, while being compensated for its services through a cost-plus framework.

PROPOSED COMMERCIAL STRUCTURE

A. DRAW ACCOUNT MECHANISM

Continuously fund dedicated account is set up from which IID may draw to pay for CAISO energy purchases, transmission charges, and all related costs. This ensures no credit risk or exposure to IID. Dedicated draw account that is continuously replenished allows IID to pay:

- CAISO market purchases (energy and capacity, if applicable)
- Transmission charges
- Scheduling coordinator costs
- OATT Rate Application: IID's existing OATT transmission rate applied.
- Administrative Markup: IID may determine and impose an additional administrative premium for its role in facilitating the transaction.

B. NO RELIABILITY BURDEN IS PLACED ON IID

- If CAISO energy is unavailable (a rare event, documented only once in the past three years), IVCN will meet load with on-site batteries and emergency generators.
- IID's system reliability is thus protected, and the arrangement cannot result in unserved load to IID's native customers.

C. FULL COST RECOVERY + ADMINISTRATIVE PREMIUM

The arrangement is a cost-plus model with upside for IID.

- IID will receive a fee for scheduling coordinator time and expenses,
- IID will receive the OATT transmission rate, and
- IID will receive an administrative markup for handling

D. BENEFITS TO IID AND IMPERIAL VALLEY

- No Financial Risk to IID. All financial and reliability risk is borne solely by data center which will absorb all energy, capacity, and administrative costs.
- Positive Revenue Stream to IID from the OATT rates, scheduling charges, and an administrative markup.

- The request is consistent with Section III.30.6's directive for IID to use “reasonable efforts” to assist network customers in arranging delivery of energy.
- The \$10 billion data center will generate permanent jobs, tax revenue, and demand for future renewable generation. IID will benefit from expanded generation in-valley.

REQUESTED ACTION

- Conduct Sensitivity Analyses: Identify feasible import paths for CAISO market energy and available transmission import capability from geothermal areas.
- Develop Rate Structure: Establish applicable markup, scheduling coordinator cost recovery, and administrative fees.
- Adopt Bridging Framework: Approve a temporary market-sourced supply arrangement under OATT § III.30.6, with all risks and costs borne by IVCN.

GOVERNING LEGAL FRAMEWORK

A. IID's OATT – Section III.30.6

Section III.30.6, Transmission Arrangements for Network Resources Not Physically Interconnected with the Transmission Provider, provides: “The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider’s Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements ...” This language contemplates exactly the present situation: a Network Customer seeking delivery from a non-interconnected resource, with the Transmission Provider tasked with reasonable assistance.

B. IID's POLICY ON DIRECT ACCESS

IVCM acknowledges that IID does not permit Direct Access. The proposed arrangement does not constitute Direct Access. IID, as Load-Serving Entity and Balancing Authority, would remain the energy procurer of record, purchasing energy through CAISO markets (Day-Ahead or Real-Time) and delivering it under its balancing authority. IVCN bears all costs, ensuring IID's tariff integrity and avoiding a precedent that undermines IID's retail service exclusivity.

CONCLUSION

IID has clear authority under its OATT to assist Network Customers in securing arrangements for non-interconnected resources. IVCN's proposal operationalizes this authority in a manner that is cost-neutral, risk-free, and beneficial to IID and the Imperial Valley community. We respectfully urge IID to adopt this short-term bridging mechanism to enable the Aten Road Data Center to proceed while long-term PPAs are finalized.

APPENDIX – SUPPORTING AUTHORITIES AND FRAMEWORK

A. IID OATT Excerpts

Section III.30.6 – Transmission Arrangements for Network Resources Not Physically Interconnected

“The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider's Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements ...”

Section III.28.2 – Designated Resources

Provides that a Network Customer may designate Network Resources not physically interconnected with the Transmission Provider's Transmission System, subject to the Network Customer arranging delivery and the Transmission Provider assisting.

Section III.30.1 – General Principles

Confirms that service is provided for the purpose of serving designated Network Load and that Transmission Provider must act in a manner consistent with OATT obligations.

B. Risk Allocation Summary

- Financial Risk: 100% borne by IVCN.
- Credit Risk: Eliminated by draw account mechanism.
- Reliability Risk: None to IID (IVCM covers via on-site backup).
- Proposal is consistent with IID OATT § III.30.6; does not constitute Direct Access.

C. Suggested IID Next Steps

1. Sensitivity Analysis:

- Map feasible CAISO import paths (Day-Ahead and Real-Time markets).
- Analyze import capability from geothermal area.

2. Rate Setting:

- Establish administrative markup percentage and scheduling coordinator cost schedule.

3. Formalize Bridging Agreement:

- Enter into a short-term “Bridging Energy Agreement” under OATT umbrella.

Annual Revenue to IID

Annual Energy	330	MW	x	8,760	hrs	=	2,890,800	MWhr
IID OATT Rate	\$3.38	\$/MWhr	x	2,890,800	MWhr	=	\$9,770,904	
Scheduling Coordinator Rate	\$0.29	\$/MWhr	x	2,890,800	MWhr	=	<u>\$838,332</u>	
Total Annual IID Revenue SCR + OATT							=	\$10,609,236
Avg Wholesale CAISO cost	\$52.34	\$/MWhr	x	2,890,800	MWhr	=	\$151,304,472	
CAISO TAC cost	\$14.08	\$/MWhr	x	2,890,800	MWhr	=	<u>\$40,702,464</u>	
Total CAISO + TAC							=	\$192,006,936
IID Administrative Mark Up	6.0%		x	\$192,006,936		=	\$11,520,416	
Total Annual IID Revenue							=	\$22,129,652

EXHIBIT 39
Email from IID Rejecting
Wholesale Market Proposal
(10-14-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Proposal for Temporary Supply of Load from CAISO Wholesale Market

Asbury, Jamie <jlasbury@iid.com>

Tue, Oct 14, 2025 at 9:05 AM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: "Smelser, Matthew H" <mhsmelser@iid.com>, "Rodriguez, Paul" <prodriguez@iid.com>, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Ambriz, Jose-Said" <JAmbriz@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <msgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Olivo, Lauren" <lolivo@iid.com>, Carl Stills <cestills@sbcglobal.net>, Tom DuBose <tom@dubosedesigngroup.com>, "Holbrook, Geoffrey" <gpholbrook@iid.com>, "wstrumpfer@gmail.com" <wstrumpfer@gmail.com>

Dear Mr. Rucci:

Thank you for your recent energy service option proposal for the Imperial Valley Computer Manufacturing, LLC data center project (Project). IID appreciates your efforts to advance this initiative. However, the proposed service plan does not comply with the IID Open Access Transmission Tariff (OATT). The IID OATT aligns with the Federal Energy Regulatory Commission (FERC) regulations, specifically Order No. 888, issued in 1996, which mandate non-discriminatory access to transmission systems and standardized interconnection processes to ensure grid reliability and fairness. These rules govern all interconnections to IID's transmission system, including IID-owned facilities. The OATT ensures equitable treatment for all interconnection requests, and IID is obligated to adhere to this standardized process without exception.

The OATT requires project developers to secure sufficient transmission capacity to serve wholesale loads within IID's network transmission system. Your reference to Network Integration Transmission Service, Section 30.6, appears to be a misinterpretation, as the OATT mandates arranging necessary transmission capacity for your Project from a generation source to the load. Currently, over 3,000 MW of transmission service reservations have been submitted and are being analyzed by the IID, primarily for battery energy storage systems. These reservation requests are in queue for access to the California Independent System Operator (ISO) system at two separate inter-tie points with the IID. Most of these reservations are tied to projects with executed generator interconnection agreements and approved environmental entitlements. Short-term transmission service is available through IID's Open Access Same-time Information System (OASIS) on a daily or weekly basis, subject to securing capacities through a "first come-first serve" process.

It is critical to distinguish between wholesale and retail services in this context. Wholesale services, governed by the OATT and FERC regulations, involve the transmission of energy across IID's system to serve large-scale loads, such as your data center, typically delivery of energy to other utilities or entities. These services require adherence to standardized interconnection and transmission reservation processes to ensure non-discriminatory access to the grid. In contrast, retail services

involve the direct sale and delivery of energy to end-use customers, such as residential or commercial consumers, and are managed under IID's retail tariffs, which are separate from OATT requirements.

Your Project, **as proposed**, is a large-scale load seeking interconnection to IID's transmission system, falls under wholesale services and must comply with OATT protocols. IID is legally obligated to treat all wholesale interconnection requests equitably, and we cannot circumvent these processes, as they are rooted in FERC mandates and industry standards for maintaining grid stability. Any generation impacting the Bulk Electric System must undergo rigorous studies to ensure grid reliability, consistent with industry standards for which IID is accountable.

The feasibility study for your Project identifies available capacity at the proposed point of interconnection to IID's transmission system, marking the initial step in the interconnection process. However, upon review of your interconnection application, we noted the omission of critical generator data. This omission constitutes a material modification, requiring reanalysis that includes the 300MW of behind the meter generation. This step is critical, as your proposed data center will interconnect to IID's Bulk Electric System, a vital component of the western electric grid.

To proceed with your amended request, IID will require (at a minimum) the following:

1. An updated interconnection application, including dynamic gas generation models in GE PSLF format.
2. A transmission service application specifying the generating facility's point of interconnection to the data center's load point of interconnection. This must be submitted via IID's OASIS platform, which manages transmission service requests in accordance with FERC orders. Upon submission, your request will be assigned a queue position and reference number for study purposes.
3. Generation interconnection request queue information designating the generation as a network resource serving your network load, accompanied by a written letter from the generation project owner confirming the transmission network configuration.
4. If a new generator interconnection application is required, the next study cycle opens in January 2026.

Your Project's development involves multiple phases, including load and generation planning. While environmental permitting is critical, securing transmission capacity and energy access is equally essential. Should your Project necessitate upgrades to IID's transmission network to serve a specific location, your organization is responsible for the associated environmental permitting of those facilities.

IID supports your data center Project and is committed to facilitating the interconnection process within the framework of FERC and OATT requirements. Upon receipt of the requested information, we will diligently process your application in accordance with OATT study timelines. For further assistance or to submit the

required materials, please contact Mrs. Lauren Olivo, Manager of Energy Business & Regulatory Compliance Programs at (760) 482-3448 or lolivo@IID.com.

Best regards,



Jamie L. Asbury
General Manager
IMPERIAL IRRIGATION DISTRICT
333 E Barioni Blvd, Imperial CA 92251
(760) 339-9477 | email: jlasbury@IID.com
Mobile (760) 791-7471

The foregoing electronic message, together with any attachments thereto, is confidential and may be legally privileged against disclosure other than to the intended recipient. It is intended solely for the addressee(s) and access to the message by anyone else is unauthorized. If you are not the intended recipient of this electronic message, you are hereby notified that any dissemination, distribution, or any action taken or omitted to be taken in reliance on it is strictly prohibited and may be unlawful. If you have received this electronic message in error, please delete and immediately notify the sender of this error.

From: Sebastian Rucci <sebastian@ruccilaw.com>

Sent: Thursday, October 2, 2025 10:32 AM

To: Asbury, Jamie <jlasbury@IID.com>

Cc: Smelser, Matthew H <mhsmelser@IID.com>; Rodriguez, Paul <prodriguez@IID.com>; Hamilton, Timothy L <TLHamilton@IID.com>; Gutierrez, Noe R <NRGutierrez@IID.com>; Ambriz, Jose-Said <JAmbriz@IID.com>; Martinez, Jesus <jamartinez@IID.com>; Garcia, Matthew <msgarcia@IID.com>; Sampedro, Daniel <dsampedro@IID.com>; Olivo, Lauren <lolivo@IID.com>; Carl Stills <cestills@sbcglobal.net>; Tom DuBose <tom@dubosedesigngroup.com>

Subject: Proposal for Temporary Supply of Load from CAISO Wholesale Market

[CAUTION] This email originated from **outside** of the **IID**. Do not reply, click on any links or open any attachments unless you trust the sender and know the content is safe.

[Quoted text hidden]

EXHIBIT 40
Email to Director Eugenio
and Cardenas seeking meeting
(10-14-25)



Sebastian Rucci <sebastian@ruccilaw.com>

330 MW Data Center Project in Imperial County

Sebastian Rucci <sebastian@ruccilaw.com>

Tue, Oct 14, 2025 at 11:32 AM

To: kseugenio@iid.com, aacardenas@iid.com

Cc: Tom DuBose <tom@dubosedesigngroup.com>, Carl Stills <cestills@sbcglobal.net>

Dear Directors Eugenio and Cardenas,

We would like to appear at a meeting of the board to discuss our \$10 billion data center project (we also emailed Director Dockstader for this request). We met with the IID after our last email to you, and we listened carefully to the IID's concerns about risk and submitted a proposal specifically designed to address their concern (Email #1). Today, we received a response from the IID rejecting our efforts (Email #2). We responded with an email seeking a meeting (Email #3).

The email today states that we have misrepresented our application and must reapply ("upon review of your interconnection application, we noted the omission of critical generator data"). This statement is made one year after we engaged the IID for this project. One year ago, we provided a load injection analysis from Powers Engineer showing that capacity exists for our load on the S-Line and R-Line. We have progressed through multiple studies from the IID, all of which have confirmed that our large load did not impact the S-Line or the R-Line.

We have just been informed, one year after we started, that we must reapply because the same generators that have been on our plans for over a year are at issue. The fact is that at no time were the backup generators tied to the grid; they never have been and never will. Similarly, the onsite batteries are not exporting to the grid. We are simply a large load, and that is how our applications have been submitted, received, processed, and approved by the IID. We are at a loss to understand why backup generators, not tied to the grid, require a re-application to the IID, one year after multiple studies have been processed.

We have submitted a proposal that allows IID to serve this load (Email #1). This proposal poses no risk to the IID and is expected to generate at least \$22 million in annual revenue. The proposed AI data center represents a \$10 billion investment in the Imperial Valley, offering substantial economic and technological benefits to the region. We're asking for the opportunity to present to the IID board at an open meeting, allowing them to consider our proposal and the numerous benefits it brings to the Valley and the IID.

Sincerely,

Sebastian
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

[Quoted text hidden]

3 attachments

 **Email #3 Email to IID Seeking Meeting (10-14-25).pdf**
142K

 **Email #1 Wholesale Market Proposal to IID (10-02-25).pdf**
175K

 **Email #2 Email from IID Rejecting Proposal (10-14-25).pdf**
228K

EXHIBIT 41

Arbitration Statement (10-20-25)

1 Sebastian Rucci (SBN 178114)
2 LAW OFFICES OF SEBASTIAN RUCCI, P.C.
3 16400 Pacific Coast Highway, Suite 212
4 Huntington Beach, CA 92649
5 Tel: (562) 901-0199
6 Cell: (330) 720-0398
7 Fax: (562) 249-6910
8 Sebastian@RucciLaw.com
9 Attorney for claimant IVCN

10 **AMERICAN ARBITRATION ASSOCIATION**

11 Imperial Valley Computer Manufacturing, LLC)
12) Case No.
13 Claimant,)
14 vs.) **CLAIMANT’S ARBITRATION**
15) **STATEMENT**
16 IMPERIAL IRRIGATION DISTRICT)
17 (General Manager, Jamie Asbury))
18 Respondent.)
19 _____)

20 **IMPERIAL VALLEY COMPUTER MANUFACTURING LLC**
21 **ARBITRATION STATEMENT AGAINST**
22 **IMPERIAL IRRIGATION DISTRICT (General Manager, Jamie Asbury)**

23 This arbitration is initiated under IID’s Open Access Transmission Tariff § 12.2:
24 “External Arbitration Procedures: Any arbitration initiated under the Tariff shall be
25 conducted before a single neutral arbitrator” who “shall conduct the arbitration in accordance
26 with the Commercial Arbitration Rules of the American Arbitration Association.”

27 COMES NOW Imperial Valley Computer Manufacturing, LLC (“IVCM”), for its
28 statement of claims against the Imperial Irrigation District (“IID”) , states as follows:

1 **1 - INTRODUCTION TO IMPERIAL VALLEY 330 MW DATA CENTER**

2 1.1 **IID OVERVIEW:** IID is a public power utility governed by a five-member Board
3 of Directors and headquartered in Imperial County, California. IID is the third largest public
4 power utility in California. IID operates the electric transmission system within its balancing
5 authority area. IID's system includes interstate transmission lines that operate within and
6 beyond its balancing authority area.

7 1.2 **NATURE OF THE DISPUTE:** This arbitration arises from IID's violations of
8 IVCN's rights under IID's governing rules and regulations. Specifically, IVCN alleges that
9 IID, through the actions and decisions of its General Manager, Jamie Asbury, has unlawfully
10 interfered with IVCN's access to electric power transmission and operations services
11 necessary for the development of IVCN's 330 MW AI Data Center in Imperial County,
12 California. IID's conduct has directly and materially harmed IVCN's business operations and
13 the broader economic development interests of Imperial County. IID's refusal to provide or
14 facilitate services for the 330 MW AI Data Center undermines regional economic
15 development, violates IVCN's rights under IID's regulatory framework, and constitutes
16 arbitrary and discriminatory conduct inconsistent with IID's obligations as a public utility.

17 1.3 **THE 330MW AI DATA CENTER PROJECT:** The 330 MW AI Data Center
18 proposed by IVCN represents a transformative infrastructure project with long-term benefits
19 to Imperial County and the State of California. The project entails a capital investment
20 approaching \$10 billion, and is designed to establish Imperial County as a premier hub for
21 artificial intelligence computing, digital infrastructure, and renewable energy integration. The
22 Data Center is projected to generate millions in recurring tax revenues, create over 1,500
23 construction jobs providing significant employment opportunities in the trades and
24 supporting local economic recovery. Upon completion, the project will have 100 permanent
25 employees across operations, technology, and maintenance functions, while indirectly
26 supporting additional employment in logistics, hospitality, security, and technology services.

27 1.4 **FISCAL IMPACT AND TAX REVENUE:** The 330 MW AI Data Center will provide
28 a one-time sales tax benefit of \$72.5 million, which will directly support county services and
infrastructure. Annual real property taxes of \$18.75 million, with an additional \$10 million

1 in personal property taxes each year. These revenues will materially enhance funding for law
2 enforcement, municipal services, education, and other essential public programs. Through
3 the purchase of 330 MW of electric power from IID, the project will provide over \$22
4 million in net annual revenue to IID. These funds will directly benefit IID's ratepayers and
5 contribute to grid modernization, transmission reliability, and community reinvestment.

6 1.5 SIGNIFICANCE FOR IID AND IMPERIAL COUNTY: The 330 MW Data Center will
7 be the largest data center by power capacity in California, positioning Imperial County as a
8 key hub for AI, and related technology. The Data Center will catalyze investment in clean
9 energy, advanced computing, and attract technology firms seeking low-latency connectivity,
10 renewable power access, and data infrastructure clustering, thereby diversifying the region's
11 tax base and fostering an ecosystem of innovation, education, and workforce development.

12 1.6 JAMIE ASBURY'S ACTIONS IMPACT ON IMPERIAL COUNTY: Imperial County has
13 a population of approximately 179,091 residents, of which 82 percent identify as Hispanic
14 and 23.3 percent live below the poverty level. Given the region's elevated unemployment and
15 poverty rates, IID's General Manager, Jamie Asbury's obstruction of a \$10 billion economic
16 development project constitutes a substantial deprivation of opportunity and public benefit,
17 particularly where such actions contravene IID's established rules and procedures.

18 **2 - POWER ENGINEERS INJECTION STUDY FOR DATA CENTER #1**

19 2.1 LAND ACQUISITION: In early October 2024, IVCN secured control of
20 approximately a dozen contiguous parcels of industrially zoned land in Imperial County,
21 California. The parcels are situated adjacent to the IID's 230 kV S-line and 92 kV R-line,
22 making them uniquely suitable for large-scale data-center development. The contiguous
23 acreage allows for the construction of three individual, yet integrated, data centers
24 comprising a unified campus.

25 2.2 CONSULTANTS HIRED: Following the acquisition, IVCN retained professional
26 consultants -- including electrical, civil, and environmental engineers -- to initiate the
27 processes for land-use approval, reclaimed-water service, backup generation permitting,
28 fiber-optic connectivity, and electrical-supply interconnection with IID.

1 2.3 INITIAL CONTACT WITH IID: On October 15, 2024, IVCN held its first meeting
2 with IID to discuss the proposed AI Data Center Campus project. During this meeting, IID
3 advised that applications for new loads exceeding 34.5 kV must be submitted with its
4 16-page form titled “Customer Project Application for Services of 34.5 kV and Above.”

5 2.4 FOLLOW-UP MEETING WITH IID: On October 28, 2024, IID’s transmission
6 planning engineers met with IVCN to discuss the technical parameters of the proposed
7 data-centers. Later that same day, IID emailed IVCN a Transmission Customer Service
8 Proposal, attaching the 16-page “Customer Project Application for Services of 34.5 kV and
9 Above.” (See IID’s published form: <https://www.iid.com/power/new-construction>)

10 2.5 ENGAGEMENT OF POWER ENGINEERS: IVCN engaged Power Engineers, a
11 nationally recognized transmission-planning and electrical-engineering firm, to assist with
12 the electrical issues of the data-center project. Power Engineers recommended initiating a
13 load-injection analysis to determine the available capacity of the 230 kV line under varying
14 load conditions.

15 2.6 POWER ENGINEERS LOAD INJECTION STUDY: On November 15, 2024, IVCN
16 authorized Power Engineers to feasibility study of the 230 kV S-Line. The scope of work
17 included analyzing IID’s transmission system’s capacity to accommodate incremental
18 data-center loads and to identify any operational or reliability constraints within IID’s bulk
19 electric system.

20 2.7 LOAD-INJECTION STUDY FINDINGS: On December 4, 2024, Power Engineers
21 transmitted to IVCN a memorandum entitled “Load Injection Analysis--IID 230 kV S-Line
22 and 92 kV R-Line” (attached hereto as **EXHIBIT 1**). The memorandum concluded:

- 23 • Summer load capacity (230 kV S-Line): 557.8 MW
24 • Winter load capacity (230 kV S-Line): 823.1 MW
25 • Summer load capacity (92 kV R-Line): 108.3 MW
26 • Winter load capacity (92 kV R-Line): 99.8 MW
27

28 These findings demonstrated that IID’s existing transmission infrastructure possessed ample
thermal and contingency capacity to accommodate the proposed IVCN Data Center load.

Load Capacity of IVCN Sites - 2027				
Site	Summer N-1 capacity [MW]	Summer N-1-1 capacity [MW]	Winter N-1 capacity [MW]	Winter N-1-1 capacity [MW]
230 kV S-Line Tap	557.8	342.0	823.1	528.9
Central 92 kV Sub	108.3	83.5	99.8	60.2

3 - IID FEASIBILITY STUDY FOR 250 MW DATA CENTER #1

3.1 FEASIBILITY STUDY APPLICATION: On December 13, 2024, IVCN emailed IID the Power Engineers Load Injection Memorandum. On January 17, 2025, IVCN submitted an application to IID for a data center campus consisting of 250 MW, 150 MW, and 100 MW facilities on three contiguous lots. The submission included the following materials:

- Power Engineers Load Injection Memo
- IID Project Application for a system impact study on the 230 kV S-line
- One-Line Diagram, EPC Project Model, and DYD Composite Load Model
- Project site plan, site location, and site control documentation

3.2 MEETING WITH IID. On January 28, 2025, IID's Transmission Planning, Resource Planning, Customer Operations, and Environmental Compliance departments met with IVCN to discuss the data center project. During the meeting, IID suggested conducting a sensitivity analysis (feasibility study) to evaluate the project's viability by considering various load scenarios on the 230 kV S-line to determine the maximum load that could be supported without requiring transmission system upgrades.

3.3 SENSITIVITY ANALYSIS APPLICATION: On February 10, 2025, IID emailed IVCN a Sensitivity Analysis application, requesting IID to study 500, 250, 200, and 150 MW load scenarios on the 230 kV S-line. (attached as **EXHIBIT 2**). IID emailed a sensitivity study agreement to perform the study. IVCN asked for clarification on the references to the Generator Interconnection Process (GIP). On February 11, 2025, Lauren Olivo, replied that IID would remove all GIP references, clarified that the project does not fall under the GIP.

We will work on the Agreement and remove references of the GIP as this project does not fall under the OATT.

1 3.4 SENSITIVITY STUDY AGREEMENT BY IID: On March 3, 2025, IID sent IVC
2 a Feasibility Study Agreement for the sensitivity analysis. IVC executed the agreement. On
3 March 11, 2025, IID emailed a fully executed Feasibility Study Agreement (**EXHIBIT 3**).

4
5 3.5 PAYMENT FOR STUDY: On March 4, 2025, IID provided a cost letter estimating
6 \$50,000 for the feasibility study. IVC approved the amount and requested wire
7 instructions. IID responded with an invoice and wiring details. On March 5, 2025, IVC
8 emailed proof of a \$50,000 wire transfer to IID's Chase Bank account.

9 3.6 IID FEASIBILITY STUDY RESULTS: On May 22, 2025, IID issued its Feasibility
10 Study Report evaluating the 500, 250, 200, and 150 MW load cases on the 230 kV S-line
11 (attached as **EXHIBIT 4**). The report provided detailed results for all requested load
12 conditions and multiple generation/loading configurations. Key findings included:

- 13 • No thermal violations for the 150, 200, and 250 MW load scenarios.
- 14 • No voltage exceedances or deviations observed at any buses under those scenarios.

15 **250 MW load**

- 16 • Results showed there were no thermal violations in IID's transmission system under P0-P7
17 contingencies. Project did not cause any buses to experience voltage exceedances or
18 deviations.

19 **4 - IID SYSTEM IMPACT STUDY FOR 250 MW DATA CENTER #1**

20 4.1 MEETING TO DISCUSS FEASIBILITY STUDY RESULTS: On May 29, 2025, IID
21 Transmission Planning Engineers met with IVC to review the findings of the previously
22 completed Feasibility Study Report. Following the discussion, IVC confirmed its intent to
23 proceed with a System Impact Study (SIS) for a 250 MW data center interconnecting to the
24 230 kV S-line at Aten Road (referred to as Data Center #1).

25 4.2 SYSTEM IMPACT STUDY AGREEMENT EXECUTION: On June 3, 2025, IID
26 provided IVC with a System Impact Study Agreement for the proposed 250 MW data
27 center at the 230 kV S-line interconnection point. An executed copy of the agreement was
28 emailed back to IID the same day. Subsequently, on June 12, 2025, IID transmitted to IVC
an executed System Impact Study Agreement for Data Center #1 (attached as **EXHIBIT 5**).

1 4.3 IID SYSTEM IMPACT STUDY REPORT BY IID: On July 25, 2025, IID issued its
2 System Impact Study Report for Data Center #1 (attached as **EXHIBIT 6**). The study
3 evaluated the 250 MW interconnection under a range of system conditions and contingencies.
4 The results demonstrated the following:

- 5 • No thermal violations were identified within IID's transmission system.
- 6 • Project did not cause any voltage exceedances or deviations at any monitored buses.
- 7 • No transient stability violations were observed under any simulated contingencies.
- 8 • The study concluded: "Study results show that this project can be deemed feasible."

9 **250 MW load**

- 10 • Results showed there were no thermal violations in IID's transmission system under P0-P7 contingencies. Project did not cause any buses to experience voltage exceedances or deviations.
- 11 • Results showed there were no transient stability violations in IID's transmission system under any of the simulated contingencies.

12 Study results show that this project can be deemed feasible. Please note that IID currently does not have

13 **5 - SYSTEM IMPACT STUDY FOR 80 MW DATA CENTER #2**

14 5.1 SUBMISSION OF SYSTEM IMPACT STUDY APPLICATION: On March 5, 2025,
15 IVCN submitted a completed System Impact Study (SIS) application for an 80 MW data
16 center located on Aten Road in Imperial County. The submission package included:

- 17 • Power Engineers Load Injection Memo
- 18 • 80 MW Data Center Application for the 92 kV R-line (attached as **EXHIBIT 7**)
- 19 • One-Line Diagram, EPC project model, and DYD composite load model
- 20 • Project site plan, site location, and site control documentation

21 5.2 AGREEMENT TO PROCEED AND STUDY COST: On April 10, 2025, IVCN and IID
22 agreed to proceed directly with an 80 MW System Impact Study on the 92 kV R-line, without
23 conducting a preliminary sensitivity analysis. IID issued a cost letter estimating \$50,000 for
24 the study, which IVCN approved. Subsequently: On May 8, 2025, IID emailed an invoice
25 for \$50,000 for the study. On May 9, 2025, IVCN emailed proof that the \$50,000 wire
26 transfer had been successfully sent to IID's Chase Bank account.

27 5.3 EXECUTION OF SYSTEM IMPACT STUDY AGREEMENT: On April 3, 2025, IID
28 emailed IVCN a System Impact Study Agreement for the 80 MW data center. An executed
copy was promptly returned by IVCN, and on April 15, 2025, IVCN emailed IID a fully
executed System Impact Study Agreement for Data Center #2 (attached as **EXHIBIT 8**).

1 5.4 IID SYSTEM IMPACT STUDY RESULTS: On September 23, 2025, IID issued its
2 System Impact Study Report for Data Center #2, evaluating the 80 MW load interconnection
3 on the 92 kV R-line (attached as **EXHIBIT 9**). The study concluded that: “The Project can
4 be deemed feasible with some transmission infrastructure upgrades. The following upgrades
5 must be installed in the new IVCN substation: one static var device rated 75 MVAR,
6 configured in three switching blocks of 25 MVAR each, for reactive power support and
7 voltage stability.” The reactive power equipment is to be done at the new IVCN substation.

8 **6 - IID FACILITY STUDY FOR 250 MW DATA CENTER #1**

9 6.1 INITIATION OF FACILITY STUDY: On July 31, 2025, representatives from IID
10 Transmission Planning and Resource Planning met with IVCN to discuss the status of the
11 pending data center applications. Later that day, IID confirmed via email that:

12 “The system impact study was approved and IID will proceed to perform the
13 facility study for the 250 MW Imperial Data Center Campus #1. We estimate
14 a **time frame of 6 weeks to complete the study.**”

15
16 This communication formally initiated the Facility Study phase for Data Center #1, following
17 the completion and approval of the System Impact Study.

18 Per our meeting today, the system impact study (SIS) was approved and IID will proceed to perform the facility study for the 250 MW
19 Imperial Data Center Campus #1. We estimate a timeframe of 6 weeks to complete the study but it depends on the work load of our
20 engineers. I will let you know about the agreement by next week, I need to confirm how much funds are remaining from the SIS and I
21 need to discuss internally if those are enough to complete the facility study.

22 6.2 BOTH LOADS, 250 MW AND 80 MW ON SAME PARCEL: On August 1, 2025,
23 IVCN emailed IID, that it wanted to proceed with both loads, 250MW and 80 MW, entirely
24 at the Clark and Aten Road location in the County of Imperial. The email attached the latest
25 development plans, which included the data center, substation, BESS, and backup generators.

26 6.3 APPLICATION OF REMAINING STUDY FUNDS: On August 8, 2025, IID informed
27 IVCN that approximately \$38,876 remained unspent from the System Impact Study budget.
28 IID engineering staff estimated that this remaining amount would be sufficient to cover the
Facility Study effort, eliminating the need for an additional payment at that time.

1 6.4 POSTPONEMENT OF FACILITY STUDY: On August 22, 2025, IID sent an email
2 to IVCN stating that: “**IID management [Jamie Asbury] has requested to cancel the**
3 **meeting today** due to the need to have some internal conversations before being ready to talk
4 about power supply. I will reschedule the meeting as soon as I get a green light.” This
5 delayed discussions regarding power supply arrangements and interconnection logistics.

6 IID management has requested to cancel the meeting today due to the need to have some internal conversations before being ready
7 to talk about power supply. I will reschedule the meeting as soon as I get a green light. I apologize for the late notice. I have talked to
8 Sebastian about it on the phone.

9 6.5 EXECUTION OF FACILITY STUDY AGREEMENT: On September 2, 2025, IID
10 emailed IVCN a Facility Study Agreement for the 250 MW Data Center #1 interconnection
11 at the 230 kV S-line. IVCN executed the agreement and returned a signed copy to IID on
12 September 3, 2025. On September 16, 2025, IVCN received a fully executed Facility Study
13 Agreement for Data Center #1 (attached as **EXHIBIT 10**).

14 **7 - IID’S GENERAL MANAGER’S ILLEGAL DELAY OF FACILITY STUDY**

15 7.1 SUSPICIOUS CANCELLATION OF MEETING: On August 22, 2025, while traveling
16 to a meeting with IID resource planning, IVCN was informed that the meeting was canceled
17 by upper management. This was the first time IVCN was made aware that IID’s general
18 manager, Jamie Asbury, was targeting the data center for delay. By that time, IVCN
19 completed all required technical studies with each one demonstrating technical feasibility.

20 7.2 FURTHER DELAY AND CONFLICT OF INTEREST: On September 4, 2025, IVCN
21 was informed in a meeting by IID staff that its facility study project was being delayed
22 because upper management, Jamie Asbury, instructed the engineering staff to prioritize six
23 projects from Z-Global and to put everything else aside. On Sept 8, 2025, IID emailed IVCN
24 that IID “cannot start work on the subject facility study until probably November 2025.”

25 7.3 On July 31, 2025, IID confirmed via email that: “The system impact study was
26 approved and IID will proceed to perform the facility study for the 250 MW Imperial Data
27 Center Campus #1. We estimate a time frame of six weeks to complete the study.” **The**
28 **facility study was due September 15, 2026.**

Per our meeting today, the system impact study (SIS) was approved and IID will proceed to perform the facility study for the 250 MW
Imperial Data Center Campus #1. We estimate a timeframe of 6 weeks to complete the study but it depends on the work load of our
engineers. I will let you know about the agreement by next week, I need to confirm how much funds are remaining from the SIS and I
need to discuss internally if those are enough to complete the facility study.

1 7.4 OATT §19.4 requires that, upon completion of the System Impact Study, a
2 Facility Study Agreement must be issued within 30 days and completed within 60 days. See
3 OATT § 19.4 (“Upon receipt of an executed Facilities Study Agreement, the Transmission
4 Provider will use due diligence to complete the required Facilities Study within a sixty (60)
5 day period.”). The Facility Study Agreement was due on September 15, 2026.

6 7.5 PREFERENTIAL TREATMENT OF Z-GLOBAL PROJECTS: The facility study was
7 delayed because six projects from Z-Global were moved ahead by General Manager Asbury.
8 Upon information and belief, it is alleged that Jesse Montano, a former IID manager, and
9 now the head at Z-Global in Imperial, met Jamie Asbury on September 4, 2025 and asked her
10 to priority Z-Global’s projects. Jamie Asbury was fully aware this violated IID rules and
11 regulations, the OATT and that this would delay the data center project and illegally provided
12 preferential treatment to Z-Global’s projects.

13 7.6 COMMUNICATION WITH IID’S BOARD: Concluding that IID General Manager
14 Jamie Asbury was acting to derail the data center project to benefit Z-Global. On September
15 8, 2025, IVCN sent emails to IID Board Members Eugenio, Cardenas, and Dockstader,
16 expressing concerns about the recent project delays and actions of General Manager Asbury
17 and requested a meeting. On September 11, 2025, IVCN emailed Jamie Asbury seeking: “An
18 opportunity to meet and discuss” the data center project.

19 7.7 DISCRIMINATORY PREPAYMENT BY JAMIE ASBURY: On September 16, 2025,
20 General Manager Jamie Asbury met with IVCN and raised several objections to the data
21 center. First, she stated that IID could not provide the 330 MW load without a prepayment
22 of 15 years of electric fees. This amounted to \$4 billion in prepayment. She stated that the
23 330 MW load presented risk to IID. The request for prepayment of \$4 billion violates IID’s
24 rules and regulations. The OATT provides in § 11 as follows: “Creditworthiness: For the
25 purpose of determining the ability of the Transmission Customer to meet its obligations
26 related to service hereunder, the Transmission Provider [IID] may require reasonable credit
27 review procedures. This review shall be made in accordance with standard commercial
28 practices.” The demand to prepay 15 years of services is in direct violation of the OATT, it
is not reasonable, and not in accordance with standard commercial practices. The demand to
prepay 15 years of service is patently discriminatory as it has never been applied to anyone.

1 7.8 IVCM WHOLESALE SUPPLY PROPOSAL: Following the meeting, IVCN met with
2 consultants to discuss proposals to mitigate the risk which IID General Manager Jamie
3 Asbury stated. On October 2, 2025, IVCN emailed General Manager Asbury a proposal to
4 temporarily supply energy on a short-term basis through CAISO Day-Ahead and/or
5 Real-Time markets (attached as **EXHIBIT 11**). The proposal removed any risk to IID, by
6 offering a cost-plus revenue structure compensating IID for: Scheduling coordinator services;
7 OATT transmission rate; and Administrative markup. IVCN estimated the arrangement
8 would generate over \$22 million per year in positive revenue for IID.

9 7.9 IID REJECTION AND MISREPRESENTATION ALLEGATION: On October 14, 2025,
10 IID General Manager Jamie Asbury informed IVCN in an email that she had rejected the
11 wholesale supply proposal (attached as **EXHIBIT 12**). The email also alleged that IVCN's
12 interconnection application contained a misrepresentation: "Upon review of your
13 interconnection application, we noted the omission of critical generator data." She stated that
14 IVCN would have to restart the entire application process. It was clear that Jamie Asbury
15 was trying to delay and obstruct the data center.

16 7.10 IVCN RESPONSE PROJECT IS RECONFIGURED IMPROPERLY: Also, on October
17 14, 2025, IVCN responded to IID General Manager Jamie Asbury disputing the allegation
18 of misrepresentation, stating that she was mischaracterizing the project and objecting to IID's
19 refusal to advance the project, and refusal to supply power, or consider the wholesale supply
20 proposal (attached as **EXHIBIT 13**). IVCN asserted that the project had been pending before
21 IID for over a year, that backup generators were not and had never been tied to the grid, and
22 that this configuration was accurately disclosed in all submitted materials. IVCN reiterated
23 that IID's position unfairly obstructed its ability to secure power and violated the OATT.

24 7.11 IID EMAIL RESTATING ILLEGAL RECONFIGURATION OF PROJECT: On October
25 17, 2025, IID General Manager Jamie Asbury emailed IVCN restating her reconfiguration
26 of the data center submittals and restating that "IID analyzes all generators, even behind the
27 meter resources, to ensure our base cases are accurate and have all scenarios identified and
28 mitigated. There is no way to avoid the study process outlined in the tariff." (**EXHIBIT 13**).

1 7.12 IVCM REPLY TO MISSTATEMENTS: IVCN responded on October 17, 2025,
2 clarifying the procedural record of IVCN's data center project, to correct several factual and
3 procedural misstatements recently raised in the email, and to request IID's prompt
4 completion of its contractual obligations under the OATT (attached without exhibits as
5 **EXHIBIT 15**). The email confirmed that the data center project has no transmission
6 component and that her late-stage misrepresentation are unsupported deviation from over a
7 year of technical and procedural consensus by IID's staff.

8 **8 - FACILITY STUDY DELAY AND DISPARATE TREATMENT**

9 8.1 FACILITY STUDY PROCEDURES: Pursuant to OATT § 19.4 "If a System Impact
10 Study indicates that additions or upgrades to the Transmission System are needed to supply
11 the Eligible Customer's service request" the project will proceed to a System Impact Study.
12 All IID studies confirmed feasibility, with no thermal, voltage, or stability violations (see
13 **EXHIBITS 1, 3, 6, 9**). Hence, it is questionable if a facility study is actually required. If it
14 is required, the data center project completed all required technical studies with each study
15 demonstrating technical feasibility with no system violations, hence, the facility study should
16 be easy to complete. Pursuant to the OATT upon receipt of an executed Facilities Study
17 Agreement, IID will complete the Facilities Study within 60 days.

18 8.2 UNEQUAL TREATMENT AMONG APPLICANTS BY GENERAL MANAGER ASBURY:
19 On July 31, 2025, IID stated via email that the facility study would proceed and that IID
20 estimated "a time frame of six weeks to complete" or September 15, 2025. On September 4,
21 2025, General Manager Asbury instructed staff to prioritize six projects from Z-Global and
22 to put everything else aside, including the data center facility study. Because upper
23 management prioritized six projects, which we later concluded were associated with
24 Z-Global. This directive contradicts IID's previous written commitment and **constitutes**
25 **unequal treatment among applicants**. The delay, despite technical clearance, is
26 inconsistent with the OATT's due diligence requirement and undermines confidence in IID's
27 impartial administration of its tariff obligations.

28 8.3 IMPROPER 15-YEAR PREPAYMENT REQUIREMENT: During the meeting of
September 16, 2025, General Manager Asbury said that IID could not provide power service

1 unless IVCN prepaid for 15 years of electricity. This amounts to \$4 billion and is not found
2 anywhere in the OATT. On the contrary OATT §11 mandates only “reasonable credit review
3 procedures in accordance with standard commercial practices.” The 15-year demand is
4 therefore unsupported, commercially unreasonable, and discriminatory under the OATT,
5 FERC, and federal law.

6 8.4 NON-NEUTRAL ADMINISTRATION OF IID'S TARIFF OBLIGATIONS: Also, on
7 August 22, 2025, General Manager Asbury canceled a meeting with the resource department.
8 The email stated: “IID management [Jamie Asbury] has requested to cancel the meeting
9 today due to the need to have some internal conversations before being ready to talk about
10 power supply.” This further delayed this process. When combined with project
11 reprioritization in favor of Z-Global, these actions collectively suggest **non-neutral**
12 **administration of IID’s tariff obligations**.

13 9 - RETALIATION AND PROCEDURAL VIOLATIONS

14 9.1 ATTEMPT TO PRECLUDE STAFF ACCESS: On October 17, 2025, General
15 Manager Asbury replied that she believed that the allegations in the prior email were serious
16 and because litigation was mentioned, IVCN could no longer contact staff. (attached as
17 **EXHIBIT 16**). This email is the standard play book by General Manager Asbury to further
18 delay the project.

19 9.2 IVCN REPLY TO DENIAL OF ACCESS TO STAFF: IVCN responded on October
20 17, 2025, that IVCN’s statement of intent to exercise its rights under OATT §12.3 does not
21 preclude it from communicating with IID staff. General Manager Asbury’s actions are
22 inconsistent with both the OATT and the First Amendment, and directly obstruct the ongoing
23 development of a \$10 billion data center project that satisfied every technical and procedural
24 requirement before IID. (attached as **EXHIBIT 17**). OATT’s § 12.2(External Arbitration
25 Procedures) specifically exist to resolve disagreements while allowing the applicant to
26 continue working with staff in good faith.

27 9.3 DENIAL OF ACCESS CONSTITUTES RETALIATION: General Manager Asbury’s
28 directive obstructs a live project and represents government retaliation for protected speech.

1 IID is a public agency, and IVCN has a First Amendment right to petition IID regarding
2 grievances, including the right to assert its intent to seek remedies before FERC, federal, or
3 state courts. General Manager Asbury has no legal basis to obstruct the data center project
4 or deny communication with IID's personnel carrying out the IID's technical obligations.

5 CAUSES OF ACTION

6 COUNT 1 - VIOLATION OF IID OPEN ACCESS TRANSMISSION TARIFF

7 (Against Respondent Imperial Irrigation District and General Manager Jamie Asbury)

8 10.1 Claimant realleges and incorporates by reference all preceding paragraphs of
9 this Statement of Claim as though fully set forth herein.

10 10.2 IID's Open Access Transmission Tariff ("OATT") imposes binding obligations
11 to provide non-discriminatory, transparent, and timely interconnection service to any eligible
12 customer meeting the technical and procedural requirements of the tariff.

13 10.3 IID's own studies-including the Feasibility Study (May 22 2025) and System
14 Impact Study (July 25 2025)-confirmed that Claimant's proposed 250 MW and 80 MW
15 data-center loads were technically feasible and caused no violations of voltage, thermal, or
16 stability limits.

17 10.4 Notwithstanding these findings, IID-acting through its General Manager, Jamie
18 Asbury-unlawfully suspended the Facility Study phase and cancelled previously scheduled
19 engineering meetings on August 22 2025, citing "management review," without any technical
20 or tariff-based justification.

21 10.5 IID's conduct constitutes a violation of OATT §§ 3.4, 7, and 8, which require
22 IID to process interconnection requests on a fair, non-preferential, and timely basis.

23 10.6 IID further violated its obligation under § 12.1 ("Dispute Resolution and
24 Arbitration") by using administrative delay and internal obstruction in place of the required
25 transparent tariff procedures.

26 10.7 As a direct and proximate result, Claimant suffered economic damages, project
27 delays, and the loss of financing opportunities for the 330 MW Imperial Valley AI
28 Datacenter campus.

COUNT 2 - BREACH OF CONTRACT (FACILITY STUDY AGREEMENT)

(Against Respondent Imperial Irrigation District)

11.1 Claimant executed, and IID subsequently countersigned a written Facility Study Agreement for the 250 MW Data Center #1 interconnection on the 230 kV S-line.

11.2 IID's System Impact Study having been completed and approved, the Facility Study Agreement obligated IID to commence and complete the Facility Study within six weeks, using remaining study funds already paid by Claimant.

11.3 IID breached that agreement by refusing to begin or complete the Facility Study, cancelling the August 22 2025 meeting, and diverting engineering resources to unrelated projects under the direction of General Manager Asbury.

11.4 IID's refusal to perform was willful and without lawful excuse, constituting a material breach of contract.

11.5 As a result, Claimant incurred significant damages, including sunk costs, carrying charges on land and equipment, loss of third-party investment, and impairment of project financing.

**COUNT 3 - ARBITRARY AND CAPRICIOUS CONDUCT / DISCRIMINATION
UNDER PUBLIC UTILITY LAW**

(Against Respondent Imperial Irrigation District and Jamie Asbury)

12.1 IID is a public power utility organized under the California Water Code and is obligated to operate in a non-arbitrary, transparent, and non-discriminatory manner consistent with California Water Code § 20532 and public-utility principles.

12.2 Respondent Asbury's unilateral cancellation of the Facility Study, and her directive to prioritize Z-Global projects ahead of Claimant's, constitutes arbitrary and capricious administration of IID's public duties.

12.3 Such conduct constitutes unlawful discrimination between similarly situated applicants and an abuse of discretion inconsistent with IID's charter and statutory obligations.

12.4 Claimant seeks declaratory and injunctive relief compelling IID to perform its ministerial obligations in good faith and to cease discriminatory interference with Claimant's project.

COUNT 4 - TORTIOUS INTERFERENCE WITH CONTRACTUAL AND PROSPECTIVE BUSINESS RELATIONS

(Against Respondent Jamie Asbury, Individually and in Official Capacity)

13.1 Claimant had valid contractual relationships with IID under the executed study agreements and prospective business relationships with project investors and technology partners dependent on IID's timely completion of those studies.

13.2 Respondent Asbury, with knowledge of those relationships, intentionally interfered by directing IID staff to delay and suspend work, issuing retaliatory emails to Claimant, and reassigning engineering resources to unrelated projects.

13.3 Such interference was done with malice, motivated by favoritism toward competing consultants and animus toward Claimant's lawful requests for tariff-compliant treatment.

13.4 As a direct and proximate result, Claimant sustained measurable economic harm and reputational injury.

COUNT 5 - DECLARATORY AND EQUITABLE RELIEF

(Against Respondent Jamie Asbury, Individually and in Official Capacity)

14.1 An actual controversy exists between Claimant and Respondents regarding the parties' respective rights and obligations under IID's OATT and the executed interconnection agreements.

14.2 Claimant is entitled to declaratory and equitable relief determining that IID's technical studies confirm project feasibility and compelling IID to perform its remaining ministerial duties.

WHEREFORE IVCM prays for judgment against IID as follows:

- (1). A declaration that IID General Manager, Jamie Asbury, violated the OATT by not processing the facility study in accordance with procedures provided for in the OATT.
- (2). A declaration that IID General Manager, Jamie Asbury, violated the OATT by requiring non-grid-connected backup generators to apply for interconnection.
- (3). A declaration that IID General Manager, Jamie Asbury, violated the OATT by requiring a prepayment of electricity for 15 years to secure a service agreement.

- (4). A declaration that IID General Manager, Jamie Asbury, violated the OATT by attempting to preclude access to staff for informing her that her violations permit arbitration of that dispute accordance with procedures provided for in the OATT.
- (5). A declaration that IID General Manager, Jamie Asbury, violated the OATT by giving preference to Z-Global for its project and thereby delaying the data center project.
- (6). A declaration that IID General Manager, Asbury, violated the OATT by denying a service agreement upon completion of a system impact study with no impacts.
- (7). An ORDER mandating that IID to finalize the facility study immediately;
- (8). An ORDER that non-grid-connected backup generators are not required to apply for interconnection; and
- (9). An ORDER mandating IID to issue a letter confirming IID's commitment to serve the data center load.

Respectfully submitted,

LAW OFFICES OF SEBASTIAN RUCCI, P.C.

Date: October 20, 2025



Sebastian Rucci (SBN 178114)

Attorney for complainant IVCM

1 ATTORNEY'S CERTIFICATE OF SERVICE BY E-MAIL

2 I, Sebastian Rucci, CERTIFY that I am an active member of the State Bar of
3 California and am not a party to this cause. My business address is 16400 Pacific Coast
4 Highway, Suite 212, Huntington Beach, CA 92649.

5
6 I FURTHER CERTIFY THAT on October 20, 2025, the **ARBITRATION**
7 **STATEMENT** was served electronically on IID's General Counsel, Wayne Strumpfer at
8 wkstrumpfer@iid.com. The transmission was complete and without error and I did not
9 receive an electronic notification to the contrary.

10
11 LAW OFFICES OF SEBASTIAN RUCCI, P.C.

12 Date: October 20, 2025

13 

14 Sebastian Rucci (SBN 178114)

15 Attorney for complainant IVCN
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TABLE OF EXHIBIT

- Ex. 1 Load Injection Memo by Power Engineer (12-04-24)
- Ex. 2 Application for Sensitivity for Data Center #1 (4-15-25)
- Ex. 3 Feasibility Study Agreement by IID for Data Center #1 (3-11-25)
- Ex. 4. Feasibility Study Report by IID for Data Center #1 (5-22-25)
- Ex. 5 System Impact Study Agreement for Data Center #1 (6-12-25)
- Ex. 6 System Impact Study Report by IID for Data Center #1 (7-25-25)
- Ex. 7 Application for System Impact Study for Data Center #2 (3-05-25)
- Ex. 8 System Impact Study Agreement by IID for Data Center #2 (4-28-25)
- Ex. 9 System Impact Study Report by IID for Data Center #2 (9-23-25)
- Ex. 10 Facilities Study Agreement by IID for Data Center #1 and #2 (9-03-25)
- Ex. 11 Email to Jamie Asbury - Wholesale Market Proposal (10-02-25)
- Ex. 12 Email from Jamie Asbury - Rejecting Proposal and Reconfiguring Project (10-14-25)
- Ex. 13 Email to Jamie Asbury - Project is Being Reconfigured Improperly (10-14-25)
- Ex. 14 Email from Jamie Asbury - Illegal Reconfiguration of Project (10-17-25)
- Ex. 15 Email to Jamie Asbury - Identifying Misstatements (10-17-25)
- Ex. 16 Email from Jamie Asbury - No Contact With Staff (10-17-25)
- Ex. 17 Email Response to Jamie Asbury - Rejecting Retaliatory Request (10-17-25)

EXHIBIT 42

Arbitration Statement Exhibits (10-20-25)

TABLE OF EXHIBIT

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- Ex. 17 Email Response to Jamie Ashbury - Rejecting Retaliatory Request (10-17-25)



POWER ENGINEERS, INC.

1060 MAITLAND CENTER COMMONS
SUITE 110
ORLANDO, FL 32751 USAPHONE 321-214-3800
FAX 321-214-3899

MEMORANDUM

DATE: December 4, 2024

TO: Sebastian Rucci
Imperial Valley Computer Manufacturing

C: Hector Casas (IVCM)
Christopher Nicolai (POWER-SAN)
Jeff Varness, P.E. (POWER-PHX)
PW 0255861_0000.1.2
24-0151-12712

FROM: Christopher Goulet, P.E. (POWER-ORL)

SUBJECT: 0255861_0000 IVCN Data Center Load Injection Analysis

MESSAGE

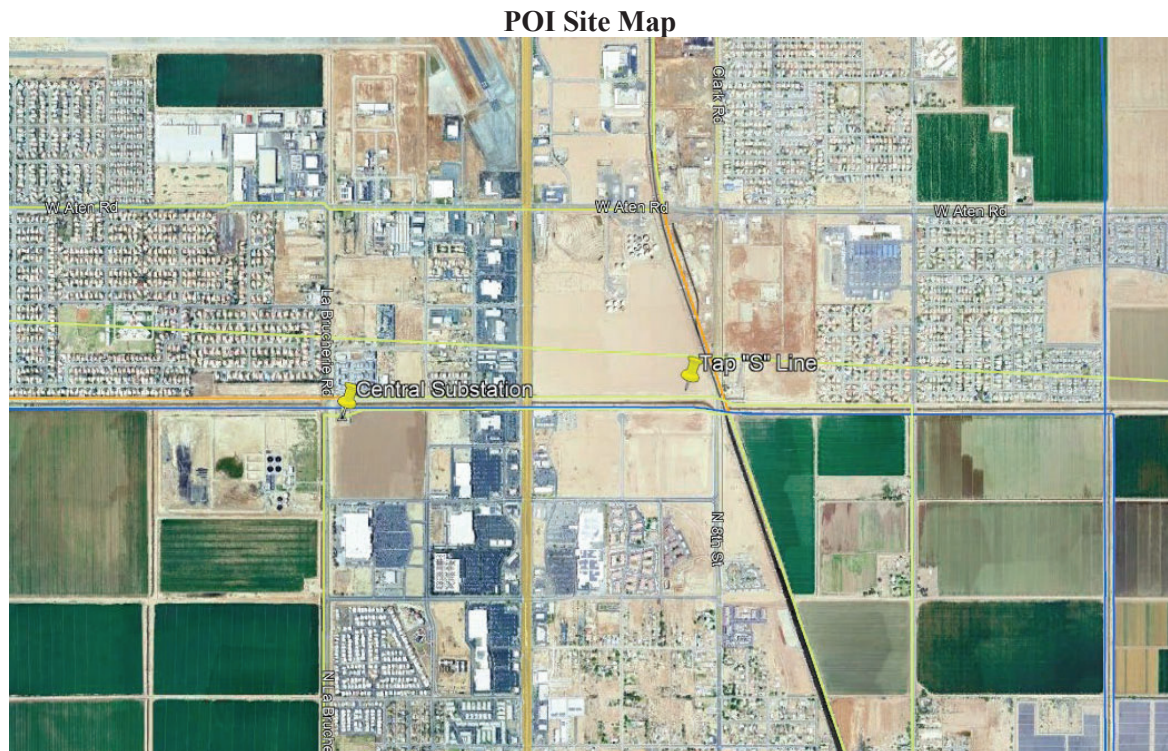
Sebastian,

POWER has analyzed Imperial Valley Computer Manufacturing's (IVCM) potential data center sites in Imperial County, California to determine potential load capacity at each site as well as to provide a high-level cost estimate for potential system upgrades. One Point of Interconnection (POI) was a tap of the 230 kV S-Line between El Centro 230 kV Substation and Imperial Valley 230 kV Substation. The other POI was the Central 92 kV Substation. Study assumptions were as follows:

- The identified POIs were studied up to 1,100 MW loading under N-1 and N-1-1 contingency scenarios to determine their maximum load serving capabilities.
- Contingencies were created by compiling all transmission lines or transformers within 7 buses of each POI.
- A distribution factor cutoff of 3% was utilized to remove any non-significant results.
- The WECC 2027 Heavy Summer and Heavy Winter planning base cases were used.
 - No additional generation, system upgrades, or path stressing was considered.
- Generation was dispatched from Imperial Irrigation District (IID), San Diego Gas & Electric (SDGE), Arizona Public Service (APS), Salt River Project (SRP), and Southern California Edison (SCE) to the POIs.
 - This dispatch was chosen to reflect system wide generation growth as well as to represent large queued generation projects near IID's system boundaries.

MEMORANDUM

POWER ENGINEERS, INC.



Please refer to Table 1 for load injection analysis results.

TABLE 1: IVCN LOAD INJECTION ANALYSIS RESULTS - 2027				
SITE	SUMMER N-1 CAPACITY [MW]	SUMMER N-1-1 CAPACITY [MW]	WINTER N-1 CAPACITY [MW]	WINTER N-1-1 CAPACITY [MW]
230 kV S-LINE TAP	557.8	342.0	823.1	528.9
CENTRAL 92 kV SUBSTATION	108.3	83.5	99.8	60.2

If desired, upgrades to local grid infrastructure can allow higher load injection than shown in Table 1. The high-level cost estimate provided below is based on values across the country and is not inherently specific to interconnections in California.

Please note that rebuilding 92 kV transmission lines cost around \$1,500,000 per mile¹ at present. Substation expansion costs are utility dependent and can vary significantly, as such, these costs are not included in the below cost estimate.

230 kV S-Line Tap

Network upgrade cost to interconnect 750 MW: \$13,350,000

Central 92 kV Substation

Network upgrade cost to interconnect 150 MW: \$33,000,000

Christopher Goulet, P.E. (POWER-ORL)

¹ <https://cdn.misoenergy.org/MISO%20Transmission%20Cost%20Estimation%20Guide%20for%20MTEP24337433.pdf>

Load Capacity of IVCN Sites - 2027				
Site	Summer N-1 capacity [MW]	Summer N-1-1 capacity [MW]	Winter N-1 capacity [MW]	Winter N-1-1 capacity [MW]
230 kV S-Line Tap	557.8	342.0	823.1	528.9
Central 92 kV Sub	108.3	83.5	99.8	60.2

Capacity before upgrades to existing facilities using WECC transmission planning base cases



Customer Project Development Services



Customer Project Application for Services of 34.5 kV and Above

Coachella Valley

Mail/Physical Address: 81-600 Avenue 58, La Quinta, CA 92253

Office Hours: 7:00 a.m. - 5:00 p.m. (closed every other Friday) 760-398-5841

Imperial Valley

333 S. Waterman Ave., El Centro, CA

Mail: Customer Project Dev., PO Box 937, Imperial, CA 92251

Office Hours: 7:30 a.m. - 5:30 p.m. (closed every other Friday) 760-482-3300

**Submit completed form to the above corresponding addresses.
EMAIL: Submit completed and signed form or address any questions or
concerns to: TCSP@iid.com**



Developer Customer Account Application
Customer Development Operations
333 South Waterman • El Centro, CA 92243 • (800) 303-7756
Electrical Services

☒ New Account ☐ Account Transfer/Change of Name ☐ Existing Account

Project Information			
Name: IMPERIAL VALLEY HYPERSCALE DATA CENTER			
Service Address: 2300-2360 Imperial Avenue and 219-269 West Aten Road			
City: Imperial	State: California	Zip Code: 92243	
Valley (Imperial or Coachella): Imperial			
Applicant Information			
Name: Imperial Valley Computer Manufacturing, LLC			
Doing Business As (DBA):			
Street Address: 16400 Pacific Coast Highway, Suite 212			
Mailing Address (if different):			
Phone: (562) 901-0199	E-mail: Sebastian@RucciLaw.com	Fax: (562) 249-6910	
City: Huntington Beach	State: CA	Zip Code: 92649	
Affiliation to Project: Equitable Owner of Land (Owner Under Contract)			
Account Information			
Contract Account No:		Business Partner No:	
Mail Bill Attention To: Sebastian Rucci		Address: 16400 Pacific Coast Highway, Suite 212	
City: Huntington Beach	State: CA	Zip Code: 92649	Phone: (562) 901-0199
Affiliation to Project: Equitable Owner of Land (Owner Under Contract)			
If Account was Previously Under Another Name, please list here:			
Is there Proof of Dissolution for Previous Account Holder : ☐ Yes ☒ No If Yes, please attach:			
Commercial Information			
Is this Business A Sole Proprietorship? (If Yes, please include name):			
Is this Business a Corporation: ☒ Yes ☐ No			
If Yes, Please indicate State of Incorporation: California			
If No, Business Entity Type:			
President/Member: Sebastian Rucci	Signature: <i>Sebastian Rucci</i>		
Vice-President :	Signature:		
Secretary: Sebastian Rucci	Signature: <i>Sebastian Rucci</i>		
☒ Articles of Incorporation/Entity Formation Docs.: (please attach):			
Place of Business: Imperial Valley	Type of Business: Data Center Development		
Federal Tax ID No. 995-08-6150	☒ Letter of Authorization (please attach):		

Sebastian Rucci
Authorized Signature

Sebastian Rucci
Print Name

01/17/2025
Date



SYSTEM PLANNING

IID SYSTEM IMPACT STUDY DATA REQUIREMENTS

A typical System Impact Study includes Power Flow, Transient Stability, Post-Transient Stability, and Short Circuit Analysis. Depending on project characteristics IID System Planning may recommend expanding or reducing the scope of the study.

IID uses the last version of **G.E. PSLE** software approved by WECC to perform Power Flow, Transient Stability and Post-Transient Stability analyses. For the Short Circuit analysis the latest version of **ASPEN** software will be used.

Power Flow (project's data)

Please provide the following information. (Additional sheets or documents can be added)

1. Project Name: IMPERIAL DATA CENTER CAMPUS
 What is the name of the project? (please provide three different alternative names)
 - a. Alternative 1: _____
 - b. Alternative 2: _____
 - c. Alternative 3: _____

Note: If the name of the project represents a potential conflict for IID's staff, IID will suggest/request a new name for your project to prevent the potential concern. This is not intended to create any legal or commercial issues on the development of your project.

2. Project One-Line Diagram and Project Site Plan
 Please provide a simplified one-line diagram and site plan in (PDF) of the facility(ies) to be studied.
3. Provide a Google Earth map (.kmz file) with geographical location of the new project requiring IID service.
4. Will this project be completed in phase? Yes ☐ No ☒
 If Yes, provide a description and estimate timelines for each phase.
5. Provide proof of site control.
6. Provide the in-service date for the total completion of the project or per phase.

Date: 01/01/2027

7. The System Planning group usually studies the Heavy Summer (PEAK) and Light Winter (OFF-PEAK) conditions to determine the most critical operating conditions for the IID System. Do you consider the need for studying another season or year for your project?

Yes ☐ No ☒

Which season or year?: _____

Reason?: _____

Note: Notice that any additional season or year to be studied for a new generation project would potentially represent additional costs for the study.

8. Propose Point of Interconnection (POI) to the IID System. The POI is the electrical point where you propose to connect your project to the existing IID grid. Provide the Station's Name or Line's Name and kV. IID may provide/propose a different POI if the original location is deemed problematic for project development.

Station name or line's name: S-Line at Southern Property Line kV: 230

Include APN# 044220066

9. Is your project load conforming or non-conforming? If non-conforming, please provide a description of planned operation.

Data Center (Permitted Use in Existing Zone)

10. Provide the company owner's name:

Imperial Valley Computer Manufacturing, LLC

11. Total MW input/service required of your project? 500 MW, 250 MW, 200 MW and 150 MW

12. System Step-Down Transformer

Low Side Voltage (kV)	34.5	High Side Voltage (kV)	230
MVA Base (MVA)	175	Reactance (p.u.) or %	0.104973 pu
Continuous Normal Rating (MVA)	280	Emergency Rating (MVA)	280
Number of Transformers	3	Winding Config. (Delta, Y, etc.)	Delta-WYE-GND

13. Please provide project models in .epc format (PSLF) that accurately represents the electrical configuration of your project. Models must include, but not limited to the following:
- Bus data
 - Transformer data
 - Load data
 - Generator data, if applicable (behind the meter)
14. Please provide dynamic model representation via a WECC approved composite load model that accurately represents the dynamic behavior of your project. Projects must use the WECC composite load model (cmpldw). *See Attachment A for instructions.*
15. Provide the contact person name, telephone number and email address for questions on the Power Flow analysis data provided.

a. Name: Chris Goulet

b. Title: Transmission Planning

c. Company: Power Engineers, Inc.

d. Address: 1060 Maitland Center Commons Blvd., Maitland, Florida 32751

e. Telephone: (913) 408-5311

f. Email: Christopher.Goulet@PowerEng.com

A hard copy or scanned document of the completed template should be provided back to IID including data, and signed by the person(s) responsible for the data provided.

Responsible Person Signature: Sebastian Rucci

Responsible Person Name: Sebastian Rucci

Responsible Person Title: Managing Member Date: 01/17/2025

If you have any questions regarding the data requested, please contact Jesus Martinez, Imperial Irrigation District System at (760) 339-0574.



CUSTOMER PROJECT DEVELOPMENT SERVICES
REGULATIONS GOVERNING SALE AND USE OF ELECTRIC ENERGY

Excerpts from Regulation No. 6

The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all electric wires, lines, machinery and apparatus of any sort which may be required for receiving electric energy from the District, and for applying and utilizing such energy, including all necessary protective appliances and suitable housing therefor. The District shall not be responsible for any loss or damage occasioned or caused by the negligence or want of proper care or wrongful act of the customer or any of his agents, employees or licensees on the part of the customer in installing, maintaining, using, operating or interfering with any such wires, lines, machinery or apparatus.

Excerpts from Regulation No. 11

The district shall, at its option, have the right to disconnect its services until the customer has complied with all the terms of the agreement and of the District's regulation.

Excerpts from Regulation No. 15

The District will construct, own, operate and maintain lines only along public streets, roads and highways which the District has the legal right to occupy and on public lands and private property across which rights-of-way satisfactory to the District may be obtained without cost or condemnation by the District.

All Imperial Irrigation District Regulations Governing the Sale and Use of Electric Energy are available for viewing at all IID Division Offices, Imperial Operating Headquarters and online at www.iid.com.



I have read and agree to the Regulations listed above.

Signature: Sebastian Rucci

Title: Managing Member

Print Name: Sebastian Rucci

Date: 01/17/2025



CONTRACTOR INFORMATION SHEET

If applicable, please select the level of authorization for communication with your contractor.

Contractor Name:
Contractor Address:
Contact person:
Contractor Contact Phone:
Contractor Email Address:

- ☐ Attend meetings and/or respond to correspondence regarding this project.
- ☐ Receive electronic files for this project, including energy account information.
- ☐ Obtain approvals, to complete this project.

Signature: _____ Title: _____

Print Name: _____ Date: _____



PROJECT DEVELOPMENT SERVICES

TERMS & CONDITIONS

Indemnification Agreement

In consideration for the provision of electrical utility service by IID for the development project identified in the Standards Specifications and Contractor Information Sheet, Applicant and IID agree as follows: The provision of electric utility service to Applicant is conditioned on compliance by Applicant with all applicable laws including the Imperial Irrigation District Regulations Governing the Sale and Use of Electric Energy and Rate Schedules.

Applicant shall defend and indemnify IID, from any liability, claims, suite or actions; losses, expenses, fees, or costs of any kind, so long as such things are in relation to, as a consequence of, arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part, to the provision of electrical service by IID to Applicant for the development project identified in the Standards Specifications and Contractor Information Sheet; however, Applicant shall not be required to indemnify and hold harmless IID as set forth above for liability attributable to the sole fault of IID.

Customer Initials SL

Environmental Impact Information

The work IID has to undertake to provide the electric service requested may cause impacts to the environment. Since the work is customer-driven and not a system upgrade, it is IID's policy that any environmental impacts created by new, relocated, modified or reconstructed IID facilities (which can include, but are not limited to, substations, transmission and distribution lines, IID-owned canals and drains, etc.) required to provide electric service to the customer need to be assessed in accordance with the California Environmental Quality Act and National Environmental Policy Act, if applicable, and, if required, mitigated. Failure to comply with such requirements will result in the postponement of the service requested until the appropriate environmental documentation is obtained by the customer from the lead agency having jurisdiction to permit the customer's project and the environmental impacts are fully assessed and mitigated. Any and all mitigation necessary as a result of the impacts on the environment caused by the construction, relocation and/or update of the IID facilities is the responsibility of the customer. At its discretion IID will verify, via its field crews and project inspectors, if impacts are being mitigated per customer's environmental document and if customer is providing on-site mitigation monitoring. If not, customer will be advised of this and IID work will be halted until the appropriate mitigation measures and monitoring are in place.

Customer Initials SL

Engineering Fee

I acknowledge that failure to complete and return all pertinent forms to IID could cause a delay in electric service. I agree and understand that the Engineering Fee will be paid to begin engineering a project and will be applied as a credit toward the construction cost of the project. The Engineering Fee is non-refundable. Any design changes that result in the redesign of the project, and therefore alters prior schedule IID commitments will require an additional non-refundable Engineering Fee and may cause delays in construction schedules(s).

Customer Initials SL

Signature: Sebastian Rucci

Title: Managing Member

Print Name: Sebastian Rucci

Date: 01/17/2025



SYSTEM PLANNING WECC COMPOSITE LOAD MODEL EXAMPLE (ATTACHMENT A)

Model Name: cmpldw
Description WECC Composite load model
Prerequisites: Load in load flow solved case
Inputs: Voltage at bus to which the composite load is connected
Invocation: cmpldw [<n>] {<name> <kv>} <id> : #r mva=<mvabase>

Parameters:

<i>EPCL Variable (see Note b)</i>	<i>Default Data</i>	<i>Description</i>
Bss	0.0	Substation shunt capacitor susceptance, p.u.
Rfdr	0.0	Feeder equivalent resistance, p.u.
Xfdr	0.0	Feeder equivalent reactance, p.u.
Fb	0.0	Fraction of feeder shunt capacitance at substation bus end
Xxf	0.0	Substation transformer reactance, p.u.
Tfixhs	1.	Transformer high side fixed tap, p.u.
Tfixls	1.	Transformer low side fixed tap, p.u.
LTC	0	= 1 for automatic tap adjustment (low side variable tap)
Tmin	0.9	Minimum variable tap, p.u.
Tmax	1.1	Maximum variable tap, p.u.
step	0.00625	Variable tap step size, p.u.
Vmin	1.02	Minimum low-side voltage, p.u.
Vmax	1.04	Maximum low-side voltage, p.u.
Tdel	30.	Time delay to initiate tap adjustment, sec.
Ttap	5.	Time delay between tap steps, sec.
Rcmp	0.0	Transformer LTC compensating resistance, p.u.
Xcmp	0.0	Transformer LTC compensating reactance, p.u.
FmA	0.0	Motor A fraction of load P
FmB	0.0	Motor B fraction of load P
FmC	0.0	Motor C fraction of load P
FmD	0.0	Motor D fraction of load P
Fel	0.0	Electronic load fraction of load P
PFel	0.0	Electronic load power factor
Vd1	0.0	Voltage below which electronic load decreases, p.u.
Vd2	0.0	Voltage below which electronic load is zero, p.u.
frcel	0.0	Fraction of electronic load that recovers from low voltage trip (see note n)
PFs	0.8	Power factor of static load component
Pl e	1.0	Static load – exponent of first P term
Pl c	1.0	Static load – coefficient of first P term
P2e	2.0	Static load – exponent of second P term

P2c	0.0	Static load – coefficient of second P term
Pfrq	0.0	Frequency sensitivity factor for P
Q1e	1.0	Static load – exponent of first Q term
Q1c	0.0	Static load – coefficient of first Q term
Q2e	2.0	Static load – exponent of second Q term
Q2c	1.0	Static load – coefficient of second Q term
Qfrq	0.0	Frequency sensitivity factor for Q
Mtypa	0.0	First motor type: = 3 -- three-phase motor = 1 -- 1-phase air conditioner
Mtypb	0.0	Second motor type
Mtypc	0.0	Third motor type
Mtypd	0.0	Fourth Motor type

The following motor parameters must be included (**see Note a**) for each motor with $F_m > 0$:

For Type 3 motor, the following parameters must be input: (see below for Type 1)

LFmn	0.8	Motor g lfoacdtoinr
Ran	0.02	Stator resistance, p.u.
Lsn	2.0	Ssynchronous reactance, p.u.
Lpn	0.2	Transient reactance, p.u.
Lppn	0.2	Subtransient reactance, p.u.
Tpon	0.16	Transient open circuit time constant, sec.
Tppon	0.02	Subtransient open circuit time constant, sec.
Hn	0.3	Inertia constant, sec.
Etrqn	2.0	Mechanical torque exponent
Vtr1n	0.0	First low ge tvroiplt alevel, p.u. V
Ttr1n	9999.	First low ge tvroiplt delay time, sec.
Ftr1n	0.0	First low ge tvroiplt faraction
Vrc1n	9999.	First low ge v oreltcaonnection level, p.u. V
Trc1n	9999.	First low ge v oreltcaonnection delay time, sec.
Vtr2n	0.0	Second low voltage trip level, p.u. V
Ttr2n	9999.	Second low voltage trip delay time, sec.
Ftr2n	0.0	Second low voltage trip fraction
Vrc2n	9999.	Second low voltage reconnection level, p.u. V
Trc2n	9999.	Second low voltage reconnection delay time, sec.

For Type 1 A/C load, the following parameters must be input:

LFmn	1.0	Motor g lfoacdtoinr
CompPFn	0.97	Power rfacto
Vstalln	0.6	Stall voltage, p.u.
Rstalln	0.124	Stall resistance, p.u.
Xstalln	0.114	Stall reactance, p.u.
Tstalln	0.033	Stall time delay, sec.
Frstn	0.5	Fraction of load that can restart after stalling
Vrstn	0.6	Voltage at which restart can occur, p.u.
Trstn	0.4	Restart time delay, sec.
Fuvrn	0.	Fraction of load with undervoltage relay protection
Vtr1n	0.0	First undgeer tvroiplt alevel, p.u.
Ttr1n	0.2	First undervoltage trip delay time, sec.
Vtr2n	0.0	Second undervoltage trip level, p.u.
Ttr2n	5.0	Second undervoltage trip delay time, sec.

Vc1offn	0.5	Contactor voltage at which tripping starts, p.u.
Vc2offn	0.4	Contactor voltage at which tripping is complete p.u.
Vc1onn	0.6	Contactor voltage at which reconnection is complete, p.u.
Vc2onn	0.5	Contactor voltage at which reconnection starts, p.u.
Tthn	20.	Thermal time constant, sec.
Th1tn	0.7	Thermal protection trip start level, p.u. temperature
Th2tn	1.3	Thermal protection trip completion level, p.u. temperature
Tvn	.05	Voltage measurement lag, sec.

Note: Input parameters through **Mtypd** must be included. If, at any point after that, the remaining parameters are omitted, the default values shown in the table will be used.

Note: If a motor is to be omitted, but a motor after it is to be included, the motor fraction, e.g. Fmc, must be set to a non-zero value ≤ 0.0001 . If it is set to zero, data for the later model(s) will not be read.

Notes:

- a) The following global (dypar) parameters have been added in V21 of PSLF:

	Default values		cmpldw model will not be used if:
dypar.cmp_pmin	0 MW		$P_{load} < \text{dypar.cmp_pmin}$
dypar.cmp_pqmin	0.0		$P_{load} / Q_{load} < \text{dypar.cmp_pqmin}$
dypar.cmp_vmin	0.0 p.u.		System bus V < dypar.cmp_vmin

Warning messages are written if any of these conditions occur. The values of these parameters can be changed by entering different values in the javaini.p file.

- b) For all motor input parameters, the trailing “n” is to be replaced by “a”, “b”, “c”, or “d” corresponding to the motor fractions Fma, Fmb, Fmc, Fmd. If $Fm_n = 0.$, the data for that motor must be omitted. If it is desired to include motor data for a motor with $Fm_n = 0.$, Fm_n must be set to a small positive value (≤ 0.0001) – the data will be read, but the motor fraction will be set to zero.
- c) To reference the motor parameters in the epcl functions **getmodpar** and **setmodpar**, both names (if different), separated by an underscore, must be used. For example, for the first motor, the following are the parameter names:

LFma
Raa_CompPFa
Lsa_Vstalla
Lpa_Rstalla
Lppa_Xstalla
Tpoa_Tstalla
Tppoa_Frsta
Ha_Vrsta
Etrqa_Trsta
Ftr1a_Fuvra
Vtr1a
Ttr1a
Vtr2a

Ttr2a
Ftr2a_Vc1offa
Vrc1a_Vc2offa
Trc1a_Vc1ona
Vrc2a_Vc2ona
Trc2a_Ttha
Th1ta
Th2ta
Tva

For PSLF version 17.0_07 and later, capitalization is optional (getmodpar/setmodpar are no longer case sensitive). For previous versions, the parameters must be entirely lower case.

- d) The composite load model is represented by a load in the load flow solution. After initialization, all the load P and Q are included in the cmpldw model and are shown in the Pmot, Qmot columns of the load table. The original load values are set to zero.
- e) During initialization, the low-side bus and far-end bus are added to the system Y matrix and are given numbers equal to the original (high-side) bus plus 800,000 and 900,000, respectively. If more than one load is connected to the same high-side bus, the bus numbers for the second and subsequent loads will have (n-1) * 1,000,000 added. After initialization, the new buses and added transformer, feeder, and shunts can be viewed with SCAN. **Note: A history (sav) file should not be saved after initialization. The load flow program will not recognize the new buses.**
- f) The MVA base for the elements (transformer, equivalent feeder, shunt capacitors) in the load model depends on the value entered for “mva=<mvabase>” as follows:
- 1) If <mvabase> > 0., the entered value is used as the MVA base.
 - 2) If <mvabase> < 0., the entered value is used as a “loading factor”. The MVA base is set equal to the load P divided by the loading factor.
 - 3) If <mvabase> = 0. or if “mva=<mvabase>” is omitted, a loading factor of 0.8 is assumed. That is, the MVA base is set equal to the load P / 0.8.

Note: The input value of mvabase is shown in the edmd table as MbaseR and may be modified there prior to initialization. The Mbase column in edmd shows the actual MVA base used for the load, e.g. if a “loading factor” was entered, Mbase is the computed value of MVA base. This is set by the model during initialization.

- g) The static load model uses the following formulas:

$$P = P_o * (P_{1c} * V/V_o^{P_{1e}} + P_{2c} * V/V_o^{P_{2e}} + P_3) * (1 + P_f * \Delta f)$$

$$Q = Q_o * (Q_{1c} * V/V_o^{Q_{1e}} + Q_{2c} * V/V_o^{Q_{2e}} + Q_3) * (1 + Q_f * \Delta f)$$

$$P_o = P_{load} (1 - F_{ma} - F_{mb} - F_{mc} - F_{md})$$

$$Q_o = P_o * \tan(\arccos(PF_s)) = P_o * \sqrt{PF_s^2 - 1}$$

$$P_3 = 1 - P_{1c} - P_{2c}$$

$$Q_3 = 1 - Q_{1c} - Q_{2c}$$

- h) The electronic load model is constant P, Q with the power factor **Pf_{el}**. The P and Q are decreased linearly to zero between voltages **Vd1** and **Vd2**. If **fr_{cel}** is greater than zero, that fraction of the load that was tripped will be reconnected linearly as the voltage recovers.
- i) Any of the four motors can be represented by an equivalent of a group of three-phase motors or by an equivalent of a group of single-phase air conditioners:

- 1) The three-phase motor model uses the same electrical flux model as the **motorw** model in the PSLF dynamic model library. The mechanical torque is computed using the following formula:

$$T_m = T_{mo} * \omega^{E_{trq}}$$

- 2) The single-phase air conditioner model in the composite load model uses essentially the same model as the **ld1pac** model in the PSLF dynamic model library. Some of the parameters of that model are hard-wired to the following values:

$T_v = 0.02$	voltage sensing time constant, sec.
$T_f = 0.05$	frequency sensing time constant, sec.
$K_{p1} = 0.$	real power coefficient for runing state 1, pu W/ pu V
$N_{p1} = 1.0$	real power exponent for runing state 1
$K_{q1} = 6.0$	reactive power coefficient for runing state 1, pu VAr/ pu V
$N_{q1} = 2.0$	reactive power exponent for runing state 1
$K_{p2} = 12.0$	real power coefficient for runing state 2, pu W/ pu V
$N_{p2} = 3.2$	real power exponent for runing state 2
$K_{q2} = 11.0$	reactive power coefficient for runing state 2, pu VAr/ pu V
$N_{q2} = 2.5$	reactive power exponent for runing state 2
$C_{mpKpf} = 1.0$	real power frequency sensitivity, pu W / pu freq.
$C_{mpKqf} = -3.3$	reactive power frequency sensitivity, pu VAr / pu freq.
$T_{rstrt} = 0.4$	restart delay time, sec.
$L_{fadj} = 0.$	stall voltage sensitivity to loading factor

- j) If the transformer reactance (**Xxf**) is less than the jumper threshold, the transformer is omitted. If the transformer is included and **Vmax > Vmin + 2*step**, the (low- side) variable tap will be adjusted to set the low-side voltage at approximately the mid-point of **Vmin -- Vmax** unless **Tmin** or **Tmax** is exceeded. If **LTC = 1**, The transformer tap moves in discrete steps during the dynamic simulation to control the low-side voltage. If the voltage is less than **Vmin** or greater than **Vmax** for a time period greater than **Tdel**, the transformer tap moves in steps until the voltage is within range. **Ttap** is the delay time between successive tap step movements.
- k) If **Xfdr** is less than the jumper threshold, the feeder equivalent is omitted.
 - l) If, during initialization, the far end voltage is computed to be less than 0.95 p.u., **Rfdr** and **Xfdr** are reduced to bring it above 0.95.
- m) After the load components are initialized to determine their reactive power consumption, shunt capacitance is added to make the Q at the original load bus equal the value from the load flow solution. If **Fb = 0.**, all of this capacitance is added at the far end of the feeder (**Bf2**). If this capacitance is negative (inductive), the substation capacitor (**Bss**) is reduced to make **Bf2** zero or slightly positive.
- n) **Cmpldw** responds to the **load[].shed** signal from any of the load sheddding relay models as follows:
 - 1) Static and electronic load P and Q values are multiplied by **load[].shed**.
 - 2) Motor (Type 1 and 3) MVA bases are multiplied by **load[].shed** to reduce the motor MW without changing the internal variables.
 - 3) Feeder R and X values are increased by $1. / \text{load[].shed}$ and feeder B values decreased by **load[].shed** to simulate tripping of an equivalent fraction of the feeders from the substation.
 - 4) Transformer and substation shunt B values are not changed.
 - 5) The change in MW at the substation high side bus due to the load shedding action is recorded

in the variable **load[].pshed** for use by the **lsmon** model in accumulating MW shed for the system and by area.

- o) The parameter **frcel** was added in Version 17.0_07. Earlier data sets must be updated to include this parameter in the specified location.
- p) The output channels have been modified in V19 to include load trip MW values, which may be summed for areas, zones, etc. using the LDTRPMON model. See manual page for LDTRMON for definition of these outputs.

Output Channels:

Record		
Level	Name	Description
1	Pld	Total load active power at high side bus, MW
1	Qld	Total load reactive power at high side bus, MVar
2	Vls	Voltage magnitude at substation low-side bus, p.u.
2	Vld	Voltage magnitude at far end bus, p.u.
2	xshn	Nominal value load shed, MW
2	xton	Nominal total load tripped, MW
2	xtoi	Instantaneous total load tripped, MW
2	Pst	Static load P, MW
2	Pel	Electronic load P, MW
2	xeln	Nominal electronic load tripped, MW
2	xeli	Instantaneous electronic load tripped, MW
For each motor in use:		
2	Pm <i>n</i>	Motor <i>n</i> P, MW
2	xm <i>m</i> <i>n</i>	Nominal motor <i>n</i> load tripped, MW
2	xm <i>n</i> <i>i</i>	Instantaneous motor <i>n</i> load tripped, MW
3	tap	transformer tap ratio
3	Qst	Static load Q, MVar
3	Qel	Electronic load Q, MVar
For each motor in use:		
3	Qm <i>n</i>	Motor Q, MVar For
each Type 3 motor in use:		
4	spd <i>n</i>	Motor speed, p.u.
4	Tm <i>n</i>	Motor mechanical torque, p.u.
4	Ten	Motor electrical torque, p.u.
4	fuv <i>n</i>	Fraction of motor not tripped by UV relay
4	fsh <i>n</i>	Fraction of motor not tripped by load shedding relays
For each Type 1 motor in use:		
4	fuv <i>n</i>	Fraction of motor not tripped by UV relay
4	fcn <i>n</i>	Fraction of motor not tripped by contactor
4	crA <i>n</i>	Current in non-restarting part of load, p.u.
4	crB <i>n</i>	Current in restarting part of load, p.u.
4	fsh <i>n</i>	Fraction of motor not tripped by load shedding relays
9	tmpA	“Temperature” in non-restarting part of load, p.u.

9	fthA	Fraction of non-restarting part of load not tripped by thermal prot.
9	tmbB	"Temperature" in restarting part of load, p.u.
9	fthB	Fraction of restarting part of load not tripped by thermal prot.

Note: Most motor channel names have "a", "b", "c", or "d" added in place of "n" to indicate which of the four motors they are associated with.

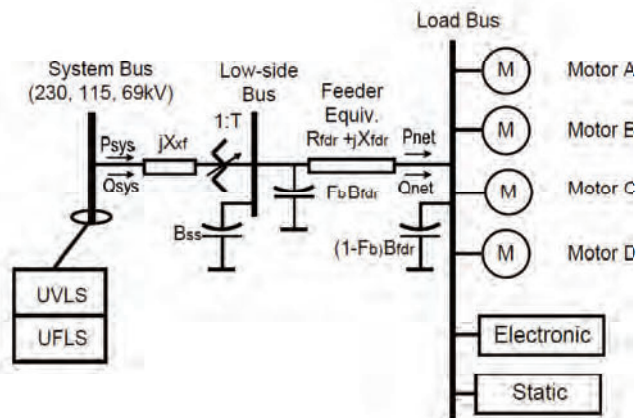
Sample data record:

```

cmpldw 1234 "XXXX" 115.00 "1": #1 mva=1.1 /
"Bss" 0 "Rfdr" 0.04 "Xfdr" 0.04 "Fb" 0.75 /
"Xxf" 0.08 "TfixHS" 1 "TfixLS" 1 "LTC" 0 "Tmin" 0.9 "Tmax" 1.1 "step" 0.00625 /
"Vmin" 1.025 "Vmax" 1.04 "Tdel" 30 "Ttap" 5 "Rcomp" 0 "Xcomp" 0 /
"Fma" 0.146246 "Fmb" 0.147222 "Fmc" 0.036521 "Fmd" 0.367004 "Fel" 0.106286 /
"PFel" 1 "Vd1" 0.7 "Vd2" 0.5 "Frel" 0.8 /
"Pfs" -0.99771 "Ple" 2 "Plc" 0.557361 "P2e" 1 "P2c" 0.442639 "Pfreq" 0 /
"Q1e" 2 "Q1c" -0.5 "Q2e" 1 "Q2c" 1.5 "Qfreq" -1 /
"MtpA" 3 "MtpB" 3 "MtpC" 3 "MtpD" 1 /
"LfmA" 0.75 "RsA" 0.04 "LsA" 1.8 "LpA" 0.12 "LppA" 0.104 /
"TpA" 0.095 "TppoA" 0.0021 "HA" 0.1 "etrqA" 0 /
"Vtr1A" 0.7 "Tr1A" 0.02 "Ftr1A" 0.2 "Vrc1A" 1 "Trc1A" 99999 /
"Vtr2A" 0.5 "Tr2A" 0.02 "Ftr2A" 0.7 "Vrc2A" 0.7 "Trc2A" 0.1 /
"LfmB" 0.75 "RsB" 0.03 "LsB" 1.8 "LpB" 0.19 "LppB" 0.14 /
"TpB" 0.2 "TppoB" 0.0026 "HB" 0.5 "etrqB" 2 /
"Vtr1B" 0.6 "Tr1B" 0.02 "Ftr1B" 0.2 "Vrc1B" 0.75 "Trc1B" 0.05 /
"Vtr2B" 0.5 "Tr2B" 0.02 "Ftr2B" 0.3 "Vrc2B" 0.65 "Trc2B" 0.05 /
"LfmC" 0.75 "RsC" 0.03 "LsC" 1.8 "LpC" 0.19 "LppC" 0.14 /
"TpC" 0.2 "TppoC" 0.0026 "HC" 0.1 "etrqc" 2 /
"Vtr1C" 0.65 "Tr1C" 0.02 "Ftr1C" 0.2 "Vrc1C" 1 "Trc1C" 9999 /
"Vtr2C" 0.5 "Tr2C" 0.02 "Ftr2C" 0.3 "Vrc2C" 0.65 "Trc2C" 0.1 /
"LfmD" 1 "CompPF" 0.98 /
"Vstall" 0.56 "Rstall" 0.1 "Xstall" 0.1 "Tstall" 0.03 /
"Frst" 0.2 "Vrst" 0.95 "Trst" 0.3 /
"fuvr" 0.1 "vtr1" 0.6 "ttr1" 0.02 "vtr2" 1 "ttr2" 9999 /
"Vc1off" 0.5 "Vc2off" 0.4 "Vc1on" 0.6 "Vc2on" 0.5 /
"Th" 15 "Th1t" 0.7 "Th2t" 1.9 "tv" 0.025

```

Schematic Diagram:





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FEASIBILITY STUDY AGREEMENT

IMPERIAL IRRIGATION DISTRICT**Feasibility Study Agreement**

Imperial Valley Computer Manufacturing, LLC

THIS AGREEMENT is made and entered into this 11th day of March, 2025 by and between Imperial Valley Computer Manufacturing, LLC, a company organized and existing under the laws of the State of California and registered to do business in the state of California ("Interconnection Customer"), and the Imperial Irrigation District an irrigation district organized under the Water Code of the State of California, ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Facility or capacity addition to an existing Facility consistent with the submitted documentation by Interconnection Customer or its authorized representative on January 17, 2025; and

WHEREAS, Interconnection Customer desires to interconnect the Facility with Transmission Provider's Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Feasibility Study to assess the impact of interconnecting the proposed Facility to the Transmission Provider's System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, unless otherwise defined herein, terms with initial capitalization shall have the meaning specified in the Transmission Provider's Distributed Generations Interconnection Process which Interconnection Customer acknowledges it has reviewed.
- 2.0 Interconnection Customer requests that Transmission Provider prepare an Interconnection Feasibility Study consistent with the terms of this Agreement.



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- 3.0 The scope of the Feasibility Study shall be subject to the assumptions set forth in the Customer Project Application.
- 4.0 The Feasibility Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consist with Good Utility Practice during the course of the Feasibility Study. If, after the designation of the Point of Interconnection, Interconnection Customer modifies its Interconnection Request, the time to complete the Feasibility Study may be extended.
- 5.0 The Feasibility Study report shall provide the following information:
- identification of any thermal overload or voltage limit violations resulting from the interconnection or, when Clustering is used, resulting from the interconnections of the group of Generating Facilities studied in the cluster;
 - a description and non-binding, good faith estimate of the cost and time to construct facilities projected to be required to interconnect the Generating Facility to the Transmission System or Distribution System, or, when Clustering is used, to interconnect of the group of Generating Facilities studied in the cluster, and to address the identified short circuit, instability, and power flow issues.
- 6.0 Concurrent with the execution of this Agreement, Interconnection Customer shall provide a deposit of \$50,000 for the performance of the Feasibility Study.

Upon receipt of the Feasibility Study Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Feasibility Study.



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Any difference between the deposit and the actual costs of the study shall be paid or refunded to Interconnection Customer as appropriate.

7.0 Each Party makes the following representations, warranties and covenants:

- (a) Good Standing. Interconnection Customer is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which it is located, and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) Authority. Interconnection Customer has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).
- (c) No Conflict. The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of the Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.
- (d) Consent. Interconnection Customer has sought or obtained, or in accordance with this Agreement will seek or obtain, each consent, approval, authorization, order, or acceptance by any

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Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

8.0 Miscellaneous

- a. Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- b. Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- c. Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated



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otherwise, reference to any Attachment is to an Attachment to this Agreement; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

- d. Entire Agreement. This Agreement, including the assumptions in the Customer Project Application, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.
- e. No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- f. Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed



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upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or Default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from IID. Any waiver of this Agreement shall, if requested, be provided in writing.

- g. Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- h. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- i. Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by the Parties.
- j. Modification by the Parties. The Parties may by mutual agreement amend the Attachments to this Agreement by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.
- k. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or



FEASIBILITY STUDY AGREEMENT

act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

- 9.0 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Interconnection Customer shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the generating unit, provided that the Interconnection Customer will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed
- 10.0 Equipment Release Disclaimer. Transmission Provider's Feasibility Study shall not be construed as confirming or enclosing the design, or as any warranty of safety, durability, reliability or suitability of Interconnection Customer's Generating Facility or installation thereof for any use, including the use intended by Interconnection Customer.
- 11.0 All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing, unless otherwise agreed by the Parties, and shall be delivered in person or



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sent by certified mail, postage prepaid, by overnight delivery, or by electronic mail or electronic facsimile transmission with an original sent immediately thereafter by postage prepaid mail, and properly addressed as follows:

When delivered to Transmission Provider:

Energy Contracts
IMPERIAL IRRIGATION DISTRICT
333 Barioni Blvd.
P.O. Box 937
Imperial, CA 92251
Email: Energycontracts@iid.com

When delivered to Interconnection Customer:

Address: 16400 Pacific Coast Highway, Suite 212
City, State, Zip code: Huntington Beach, CA 92649
Email: Sebastian@RucciLaw.com

- 12.0 Either Party may, from time to time, change its representative or address for the purpose of notices to that Party by a similar notice specifying a new representative or address, but no such change shall be deemed to have been given until such notice is actually received by the Party being so notified.
- 13.0 This Agreement may be assigned and, if so assigned, the Agreement, and the rights and obligations thereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 14.0 This Agreement may be executed in two or more counterparts, by facsimile signature or an e-mail of a PDF signature, each of which is deemed an original but all constitute one and the same instrument.
- 15.0 The Parties may, by mutual agreement, amend this Agreement by a written instrument duly executed by the Parties.



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16.0 This Agreement is subject to Transmission Provider's Tariff, as may be amended from time-to-time.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Imperial Irrigation District

Signature: 

Print
Name: Jesus Martinez
Title: Sup. Gen. Planning and Engineering
Date: 3/11/2025

Imperial Valley Computer Manufacturing, LLC

Signature: 

Print
Name: Sebastian Rucci
Title: Managing Member
Date: March 5, 2025



VERSION: DRAFT

MAY 22, 2025



IMPERIAL VALLEY COMPUTER MANUFACTURING LLC, (DATA CENTER #1) FEASIBILITY STUDY

TRANSMISSION PLANNING



EXECUTIVE SUMMARY

The Imperial Irrigation District (IID) received a request from Imperial Valley Computer Manufacturing LLC (Customer) for the interconnection of their Imperial Data Center Campus (Project) in the Imperial Valley. The facility's proposed Point of Interconnection (POI) to the IID System is at the 230kV 'S' line between IID's El Centro switching station (ECSS) and SDG&E's Imperial Valley substation. As part of this feasibility study, IID evaluated the interconnection of different load scenarios at 150 MW, 200 MW, 250 MW, and 500 MW to assess potential system impacts and infrastructure requirements. Commercial Operation Date (COD) is planned to be in service by January 2027.

IID's Transmission Planning Department performed a high-level feasibility study to evaluate the potential impact of integrating this Project into the IID transmission system. The study included power flow (steady-state) analysis to identify any thermal violations caused solely by the addition of this load.

Note: IID assumed that the majority of the power required to serve this load would be imported. IID currently does not have the capability to reliably support a large-scale load requiring continuous 24-hour service. As such, this report does not represent a commitment by IID to serve the requested load.

PROJECT DESCRIPTION

The proposed Project consists of a large-scale data center campus, upwards of 500MW, that is to be placed in a land parcel near the 230kV 'S' line between IID's El Centro switching station and SDG&E's Imperial Valley substation, which will serve as the POI for the Project. The Project had an assumed power factor of 0.95. The Figures 1, 2, & 3 below indicate the single line diagram, geographical location, and site plan of the Project.

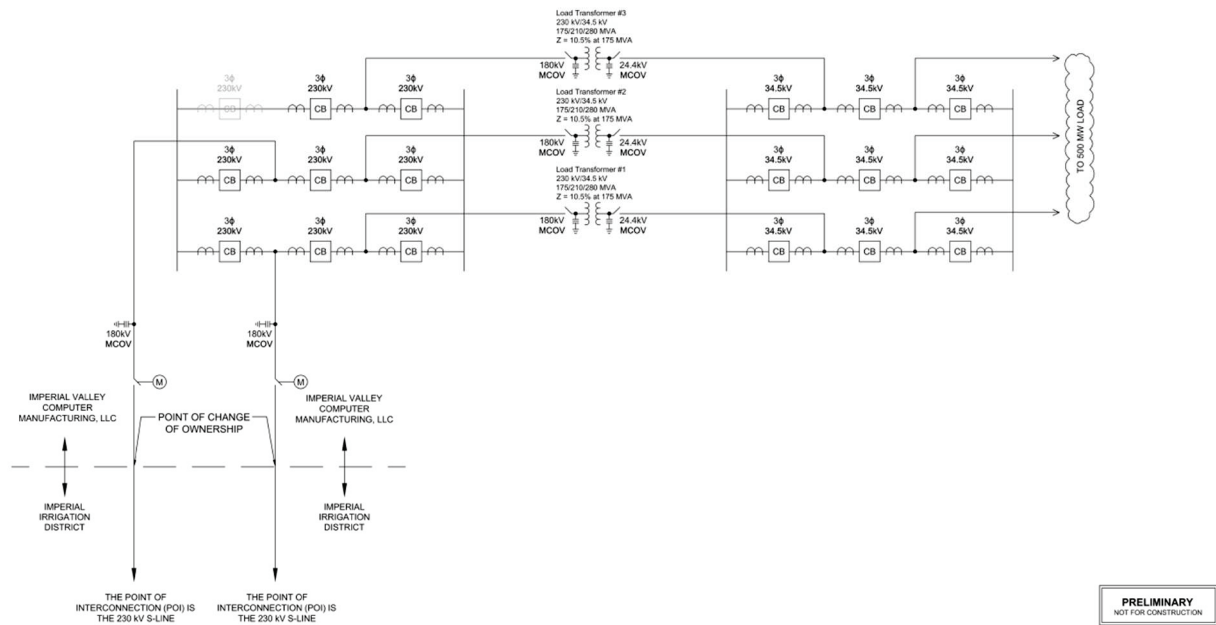


FIGURE 1: PROJECT SINGLE LINE DIAGRAM



FIGURE 2: PROJECT GEOGRAPHICAL LOCATION

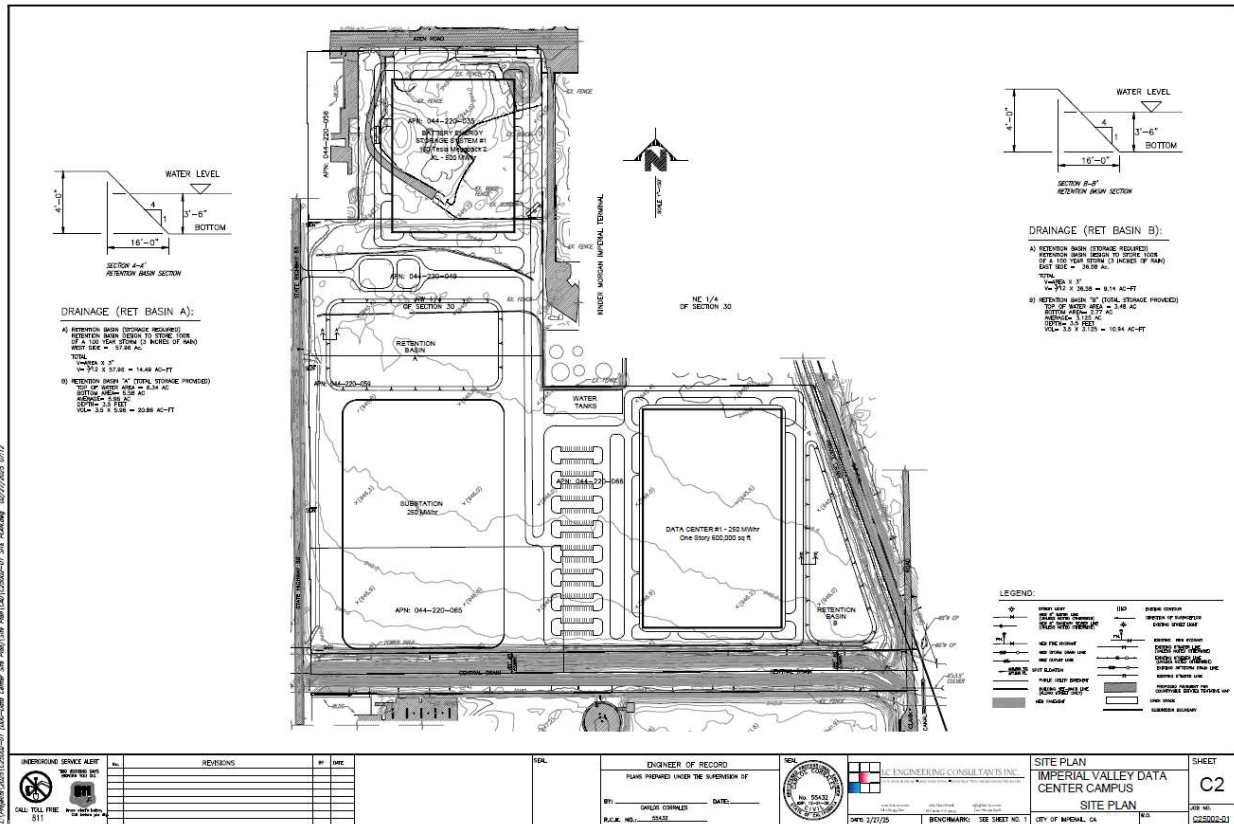


FIGURE 3: PROJECT SITE PLAN

IVCM DATA CENTER BREAKDOWN			
MW	MVAR	MVA	PF
150MW	49MVAR	158MVA	0.95
200MW	65MVAR	210MVA	0.95
250MW	82MVAR	263MVA	0.95
500MW	164MVAR	526MVA	0.95

Scenario	Project A	Project B	Project C	Project D	Project E	Project F	Project G	Project H	Project I	Project J	Project K	Project L	Project M	Project N	Project O	Project P	Project Q	Project R	Project S	Project T	Project U	Project V	Project W	Project X	Project Y	Project Z				
Scenario 1	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 2	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 3	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 4	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 5	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 6	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 7	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 8	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 9	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 10	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 11	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 12	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 13	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
Scenario 14	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260				

STUDY DATA ASSUMPTIONS AND METHODOLOGY

Various base cases were developed for this assessment with the intent to cover all critical operating scenarios, and to document all potential impacts that could be caused by the implementation of the Project. No queue generation was included unless the project has an executed Generator Interconnection Agreement (GIA), a Power Purchase Agreement (PPA), or a Tolling Agreement with the IID and the project is in accordance with section 4.0 of IID's Planning Standards. Distribution projects were included with either an executed Joint Power Agreement (JPA) or system impact studies were finalized. The base cases were developed to represent the Heavy Summer operating conditions and the early Spring operating conditions. For the early Spring assessments, an early Spring time frame of 0600-0800 was analyzed.

Table 1 below lists the WECC approved base cases that were used to model the IID system for steady-state analysis:

WECC Seed Case	PSLF Base Case Name	Description
Heavy Summer Peak Scenarios		
25HS4a.sav	27HS_IVCM_Peak_pre.sav	2027 Heavy Summer without Project (pre-case)
	27HS_IVCM_150MW_Peak.sav	2027 Heavy Summer with Project (150MW)
	27HS_IVCM_200MW_Peak.sav	2027 Heavy Summer with Project (200MW)
	27HS_IVCM_250MW_Peak.sav	2027 Heavy Summer with Project (250MW)
	27HS_IVCM_500MW_Peak.sav	2027 Heavy Summer with Project (500MW)
Heavy Summer Solar Reduced Scenarios		
25HS4a.sav	27HS_IVCM_Solar_Reduced_pre.sav	2027 Heavy Summer without Project (pre-case); 20% solar
	27HS_IVCM_150MW_Solar_Reduced.sav	2027 Heavy Summer with Project (150MW); 20% solar
	27HS_IVCM_200MW_Solar_Reduced.sav	2027 Heavy Summer with Project (200MW); 20% solar
	27HS_IVCM_250MW_Solar_Reduced.sav	2027 Heavy Summer with Project (250MW); 20% solar
	27HS_IVCM_500MW_Solar_Reduced.sav	2027 Heavy Summer with Project (500MW); 20% solar
Light Spring Early Morning Solar Reduced Scenarios		
26LSP1Sa.sav	27LSP_IVCM_Solar_Reduced_pre.sav	2027 Light Spring without Project (pre-case); 40% solar
	27LSP_IVCM_150MW_Solar_Reduced.sav	2027 Light Spring with Project (150MW); 40% solar
	27LSP_IVCM_200MW_Solar_Reduced.sav	2027 Light Spring with Project (200MW); 40% solar
	27LSP_IVCM_250MW_Solar_Reduced.sav	2027 Light Spring with Project (250MW); 40% solar
	27LSP_IVCM_500MW_Solar_Reduced.sav	2027 Light Spring with Project (500MW); 40% solar

TABLE 2: SUMMARY OF BASE CASES ANALYZED

The GE PSLF version 23.0.8.2 software was used to analyze the pre and post Project study cases, with respect to the North American Electric Reliability Corporation (NERC) revised NERC TPL-001-5.1 standard, reflecting the use of P0-P7 outage categories and the corresponding WECC system performance criteria. GE PSLF was also used to check for system performance criteria violations in each of the post-Project cases when comparing to the corresponding pre-Project case. GE ProvisoHD was utilized to accumulate the power flow results in order to facilitate the comparison between pre and post Project cases. The base cases developed are designed to reflect the IID electrical system via loads, resources, topology and conditions expected when the project starts operation. While it is impossible to study all the IID transmission system flows and generation levels during all seasons, these pre-Project base cases represent extreme generation and transmission flows that will potentially expose any transmission constraints at the POI. However, the IID cannot guarantee that the Project can operate at its maximum rating year-round without impacting the transmission system, during times and seasons not studied.

Steady State Contingency Analysis:

The assessment considered all of IID's credible single and multiple contingencies, as well as the most severe multiple contingencies within the IID system. External contingencies that are known to cause the most severe impacts to the IID transmission system were analyzed also. The scope of the steady-state analysis consisted of thermal, voltage magnitude and angle difference violations. The full suite of NERC standard TPL-001-5.1 contingency sets, P1-P7, was analyzed.

STUDY RESULTS AND CONCLUSION

The Imperial Irrigation District (IID) conducted a high-level feasibility study for the proposed Project at various loading levels, with the POI located on the 230kV 'S' Line between IID's El Centro substation and SDG&E's Imperial Valley substation. The study evaluated multiple loading and generation scenarios for the Project's target year, using Heavy Summer and Light Spring cases. Below are the findings and results for each loading scenario:

150 MW load

- Results showed there were no thermal violations in IID's transmission system under P0-P7 contingencies. Project did not cause any buses to experience voltage exceedances or deviations.

200 MW load

- Results showed there were no thermal violations in IID's transmission system under P0-P7 contingencies. Project did not cause any buses to experience voltage exceedances or deviations.

250 MW load

- Results showed there were no thermal violations in IID's transmission system under P0-P7 contingencies. Project did not cause any buses to experience voltage exceedances or deviations.

500 MW load

- Thermal and voltage violations were found under the following outage:
 - P1: Loss of 230kV 'S' Line between 230kV Imperial Valley Substation and 230kV IVCN Substation.
- The outage mentioned above shows the Project poses a significant risk of voltage collapse due to its heavy reliability on imported power and the limited transmission capacity of IID's system to support such demand. In order to avoid this risk and for the project to be feasible, a new independent 230kV circuit from Imperial Valley Substation to IVCN Substation will be needed.

Please note that this is based on high-level assumptions and does not represent the final results of the study, as conceptual models and designs were used to verify that the proposed maximum output at the point of interconnection is feasible.



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IID-693 (10-08)

SYSTEM IMPACT STUDY AGREEMENT

IMPERIAL IRRIGATION DISTRICT

System Impact Study Agreement

Imperial Data Center #1 - 250 MW

THIS AGREEMENT is made and entered into this 3rd day of June, 2025 by and between Imperial Valley Computer Manufacturing, LLC, a company organized and existing under the laws of the State of Delaware and registered to do business in the state of California ("Interconnection Customer"), and the Imperial Irrigation District an irrigation district organized under the Water Code of the State of California, ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated January 17, 2025; and

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with Transmission Provider's Transmission System or Distribution System; and

WHEREAS, Transmission Provider has completed a Scoping Meeting with Interconnection Customer; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection System Impact Study to assess the impact of interconnecting the Generating Facility to the Transmission System or Distribution System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, unless otherwise defined herein, terms with initial capitalization shall have the meaning specified in the Transmission Provider's Tariff.



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SYSTEM IMPACT STUDY AGREEMENT

- 2.0 Interconnection Customer requests that Transmission Provider prepare an Interconnection System Impact Study consistent with Section 7 of the GIP in accordance with the Tariff. At Transmission Provider's option, Interconnection Customer's Interconnection Request may be studied serially or in a cluster with Interconnection Requests submitted by other Interconnection Customers.
- 3.0 The Interconnection System Impact Study will be based upon the results of the Scoping Meeting and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Sections 4.4.1 and 7.2 of the GIP. When Clustering is used to perform the Interconnection System Impact Study, the Interconnection System Impact Study also will be based upon the results of Scoping Meetings and technical information provided by other interconnection customers in their Interconnection Requests, subject to any modifications in accordance with Sections 4.4.1 and 7.2 of the GIP. Transmission Provider has the right to request additional technical information from Interconnection Customer that Transmission Provider determines is reasonably necessary, consistent with Good Utility Practice, during the course of the Interconnection System Impact Study. Upon request by Transmission Provider, Interconnection Customer shall provide such additional information to Transmission Provider within seven (7) Calendar Days.
- 4.0 Transmission Provider's non-binding, good faith estimate for the time of completion of the Interconnection System Impact Study is December 2024 and Transmission Provider's non-binding, good faith estimate of the cost for completing the Interconnection System Impact Study is \$50,000.00.
- 5.0 If Interconnection Customer, or any other interconnection customer with an Interconnection Request in the same study cluster as the Interconnection Customer's Interconnection Request, modifies its designated Point of Interconnection,



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Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended. Similarly, if the Interconnection Request of another interconnection customer is withdrawn from Transmission Provider's queue or removed from the cluster, the time to complete the Interconnection System Impact Study may be extended.

6.0 Following the completion of the Interconnection System Impact Study, the Transmission Provider shall provide an Interconnection System Impact Study report to Interconnection Customer. Subject to the confidentiality provisions of Section 13.1 of the GIP, this report shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection or, when Clustering is used, as a result of the interconnections of the group of Generating Facilities studied in the cluster;
- identification of any thermal overload or voltage limit violations resulting from the interconnection or, when Clustering is used, resulting from the interconnections of the group of Generating Facilities studied in the cluster;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection or when Clustering is used, resulting from the interconnections of the group of Generating Facilities studied in the cluster; and
- a description and non-binding, good faith estimate of the cost and time to construct facilities projected to be required to interconnect the Generating Facility to the Transmission System or Distribution System, or, when Clustering is used, to interconnect of the group of Generating Facilities studied in the cluster, and to address the identified short circuit, instability, and power flow issues.



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- 7.0 When the Interconnection System Impact Study report is provided to Interconnection Customer, Transmission Provider shall invoice Interconnection Customer for the actual costs of the Interconnection System Impact Study, including Transmission Provider's administrative costs, if any, that are in excess of the applicable deposit amount paid previously by Interconnection Customer in accordance with Section 3.3.1(b) of the GIP. Interconnection Customer shall pay such invoice within thirty (30) Calendar Days of its receipt of the invoice.
- 8.0 Transmission Provider's Interconnection System Impact Study shall not be construed as confirming or endorsing the design, or as any warranty of safety, durability, reliability or suitability of Interconnection Customer's Generating Facility or installation thereof for any use, including the use intended by Interconnection Customer.
- 9.0 This Agreement shall be interpreted and enforced in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in the County of Imperial, California and/or Federal court located in the County of San Diego, California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this section. Each Party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section, and stipulates that the State court located in Imperial County, California, and/or a Federal court located in the Counties of Imperial and San Diego, respectively, California, shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement. Each Party hereby authorizes service of process sufficient for personal jurisdiction



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SYSTEM IMPACT STUDY AGREEMENT

in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.

- 10.0 Interconnection Customer shall at all times indemnify, defend, and save Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Transmission Provider's performance of its obligations under this Agreement on behalf of Interconnection Customer, except in cases where Transmission Provider is solely negligent.
- 11.0 Transmission Provider shall not be considered to be in default of the provisions of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, Transmission Provider could not avoid. The term uncontrollable forces shall mean any event which results in the prevention or delay of performance by Transmission Provider of its obligations under this Agreement and which is beyond the control of Transmission Provider. The term uncontrollable forces includes, but is not limited to, fire, acts of God, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, or person for any of the supplies, materials, accesses, or services required to be provided by Transmission Provider under this Agreement, strikes, work slowdowns, or other labor disturbances, and judicial constraint. The provisions of this section shall not be interpreted or construed to require Transmission Provider to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. Transmission Provider shall give timely written notice to Interconnection Customer describing the circumstances of uncontrollable forces which prevent the fulfillment of obligation of this Agreement. Transmission Provider shall give timely written notice to the Interconnection



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SYSTEM IMPACT STUDY AGREEMENT

Customer that the uncontrollable forces which prevented the fulfillment of obligations of this Agreement are no longer present and work has resumed on those obligations.

12.0 Each Party makes the following representations, warranties and covenants:

12.1 Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which it is located, and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

12.2 Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

12.3 The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of the Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.



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SYSTEM IMPACT STUDY AGREEMENT

12.4 The Party has obtained each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

13.0 All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing, unless otherwise agreed by the Parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, or by electronic mail or electronic facsimile transmission with an original sent immediately thereafter by postage prepaid mail, and properly addressed as follows:

When delivered to Transmission Provider:

Energy Contracts
IMPERIAL IRRIGATION DISTRICT
333 Barioni Blvd.
P.O. Box 937
Imperial, CA 92251
Email: Energycontracts@iid.com

When delivered to Interconnection Customer:

Imperial Valley Computer Manufacturing, LLC
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Email: sebastian@ruccilaw.com

14.0 Either Party may, from time to time, change its representative or address for the purpose of notices to that Party by a similar notice specifying a new representative or address, but no such change shall be deemed to have been given until such notice is actually received by the Party being so notified.



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SYSTEM IMPACT STUDY AGREEMENT

- 15.0 Where authorized in accordance with Section 4.3 of the GIP, this Agreement may be assigned and, if so assigned, the Agreement, and the rights and obligations thereof, shall be binding upon and shall insure to the benefit of the successors and assigns of the Parties hereto.
- 16.0 This Agreement may be executed in two or more counterparts, by facsimile signature or an e-mail of a PDF signature, each of which is deemed an original but all constitute one and the same instrument.
- 17.0 The Parties may, by mutual agreement, amend this Agreement by a written instrument duly executed by the Parties.
- 18.0 This Agreement is subject to Transmission Provider's Tariff, as may be amended from time-to-time.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Imperial Irrigation District

Signature:

Print

Name:

Jesus Martinez

Title:

Sup. Gen. Sys. Planning and Engineering

Date:

6/12/2025



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IID-693 (10-08)
SYSTEM IMPACT STUDY AGREEMENT

Imperial Valley Computer Manufacturing, LLC

Signature: Sebastian Rucci

Print
Name: Sebastian Rucci

Title: Managing Member

Date: June 3, 2025



VERSION: DRAFT

JULY 25, 2025



IMPERIAL VALLEY COMPUTER MANUFACTURING LLC, (DATA CENTER #1) SYSTEM IMPACT STUDY

TRANSMISSION PLANNING



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1. EXECUTIVE SUMMARY

The Imperial Irrigation District (IID) received a request from Imperial Valley Computer Manufacturing LLC (Customer) for the interconnection of their Imperial Data Center Campus (Project) in the Imperial Valley. The facility's proposed Point of Interconnection (POI) to the IID System is at the 230kV 'S' line between IID's El Centro switching station (ECSS) and San Diego Gas & Electric's (SDG&E's) Imperial Valley substation. As part of this study, IID evaluated the interconnection of 250 MW of load to assess potential system impacts and infrastructure requirements. Commercial Operation Date (COD) is planned to be in service by the year 2027.

IID's Transmission Planning Department performed a System Impact Study (SIS) to evaluate the potential impact of integrating this Project into the IID transmission system. The study included power flow (steady-state), transient stability, and post-transient stability analysis. The scope of the analyses is to identify the transmission system impacts caused solely by the addition of the project and reinforcements necessary to mitigate the adverse impact of the Project under different system operating conditions. The following scenarios were studied accordingly:

- 2027 Heavy Summer
- 2027 Heavy Summer (Solar reduced)
- 2027 Light Spring (Early morning solar reduced)

Each scenario includes two versions, a pre-case and a post-case including the project load. All cases include all generation with an executed Generation Interconnection Agreement (GIA), planned IID transmission upgrades, as well as anticipated distribution projects as identified in the IID 2024-33 Capital Investment plan. The project was modeled as a new load with a value of 250 MW for the year 2027. The analysis tested the impact of the load addition on the reliability of IID's electrical system.

Note: IID Transmission Planning assumed that the majority of the power required to serve this load would be imported for the purposes of this study. IID currently does not have the capability to reliably support a large-scale load requiring continuous 24-hour service with existing resources. As such, this report does not represent a commitment by IID to serve the requested load.



FIGURE 2: PROJECT GEOGRAPHICAL LOCATION

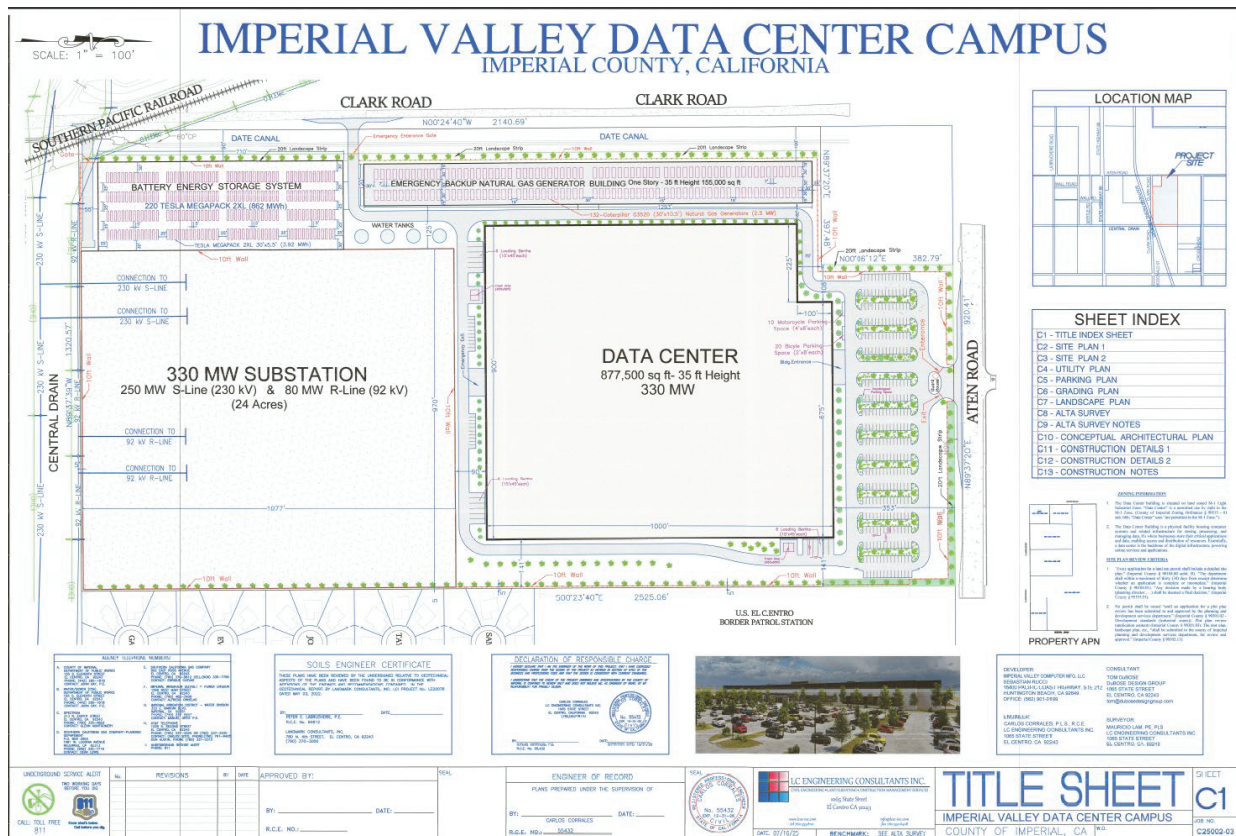


FIGURE 3: PROJECT SITE PLAN

3. STUDY DATA ASSUMPTIONS AND METHODOLOGY

3.1 BASE CASES AND ASSUMPTIONS

Various base cases were developed for this assessment with the intent to cover all critical operating scenarios, and to document all potential impacts that could be caused by the implementation of the Project. Any generation that had an executed Generation Interconnection Agreement (GIA), a Power Purchase Agreement (PPA), or a Tolling Agreement with the IID, and the project is in accordance with section 4.0 of IID's Planning Standards was included in the base cases. Distribution projects were included with either an executed Joint Power Agreement (JPA) or a finalized system impact study. The base cases were developed to represent the Heavy Summer operating conditions, representing high load with high generation output. A Heavy Summer sensitivity during the time frame of 1900-2100, representing high load with reduced solar output. Finally, Light Spring sensitivity, during the time frame of 0600-0800, representing moderate load with reduced solar output.

Table 1 below lists the WECC approved base cases that were used to model the IID system:

WECC Seed Case	PSLF Base Case Name	Description
Heavy Summer Peak Scenarios		
25HS4a.sav	27HS_IVCM_Peak_pre.sav	2027 Heavy Summer without Project (pre-case)
	27HS_IVCM_250MW_Peak.sav	2027 Heavy Summer with Project (250MW)
Heavy Summer Solar Reduced Scenarios		
25HS4a.sav	27HS_IVCM_Solar_Reduced_pre.sav	2027 Heavy Summer without Project (pre-case); 20% solar
	27HS_IVCM_250MW_Solar_Reduced.sav	2027 Heavy Summer with Project (250MW); 20% solar
Light Spring Early Morning Solar Reduced Scenarios		
26LSP1Sa.sav	27LSP_IVCM_Solar_Reduced_pre.sav	2027 Light Spring without Project (pre-case); 40% solar
	27LSP_IVCM_250MW_Solar_Reduced.sav	2027 Light Spring with Project (250MW); 40% solar

TABLE 1: SUMMARY OF BASE CASES ANALYZED

The GE PSLF version 23.0.8.2 software was used to analyze the pre and post Project study cases, with respect to the North American Electric Reliability Corporation (NERC) revised NERC TPL-001-5.1 standard, reflecting the use of P0-P7 outage categories and the corresponding WECC system performance criteria. GE PSLF was also used to check for system performance criteria violations in each of the post-Project cases when comparing to the corresponding pre-Project case. GE ProvisoHD was utilized to accumulate the power flow results in order to facilitate the comparison between pre and post Project cases. The base cases developed are designed to reflect the IID electrical system via loads, resources, topology and conditions expected when the project starts operation. While it is impossible to study all the IID transmission system flows and generation levels during all seasons, these pre-Project base cases represent extreme generation and transmission flows that will potentially expose any transmission constraints at the POI. However, the IID cannot guarantee that the Project can operate at its maximum rating year-round without impacting the transmission system, during times and seasons not studied.

3.2 METHODOLOGY

Steady state, transient stability and post-transient reactive margin analysis were performed for this assessment. Table 2 describes the type of analysis completed on each base case.

PSLF Base Case Name	Steady State	Transient Stability	Post Transient
27HS_IVCM_Peak_pre.sav	X	X	X
27HS_IVCM_250MW_Peak.sav	X	X	X
27HS_IVCM_Solar_Reduced_pre.sav	X	X	
27HS_IVCM_250MW_Solar_Reduced.sav	X	X	
27LSP_IVCM_Solar_Reduced_pre.sav	X	X	
27LSP_IVCM_250MW_Solar_Reduced.sav	X	X	

TABLE 2: DESCRIPTION OF THE ANALYSIS COMPLETED ON DEVELOPED BASE CASES VIA PSLF

3.2.1 Steady State Contingency Analysis

The assessment considered all of IIDs credible single and multiple contingencies, as well as the most severe multiple contingencies within the IID system. External contingencies that are known to cause the most severe impacts to the IID transmission system were analyzed also. The scope of the steady-state analysis consisted of thermal, voltage magnitude and angle difference violations. The full suite of NERC standard TPL-001-5.1 contingency sets, P1-P7, was analyzed.

3.2.2 Transient Stability Analysis

Transient stability analysis is a time-based simulation that assesses the performance of the power system shortly before, during, and after a transient disturbance. Initial conditions are characterized by the power flow case and model equations are used to simulate expected behavior from dynamic elements, such as generators and loads over time. Bus voltage and frequency plots are developed with an emphasis on all BES buses, and various non-BES buses in the IID system. These buses are the following:

➤ BES Buses

- Alhambra Switching Station 161kV
- Arkansas Switching Station 161kV
- Avenue 58 161kV
- Calipatria Switching Station 230kV
- Coachella Switching 92kV
- Coachella Valley 92kV
- Coachella Valley 161kV
- Coachella Valley 230kV
- El Centro Switching Station 161kV
- El Cento Switching Station 230kV
- El Centro Switching Station 92kV
- Highline 230kV
- Hudson Ranch 230kV
- Midway 230kV
- Midway 92kV
- Nelson Switching Station 230kV
- Niland 161kV
- Pilot Knob 161kV
- Ramon 230kV
- Sonora Switching Station 230kV
- Yucca 161kV

▪ **Non-BES Buses**

- Ave 42 92kV
- Niland 92kV
- Ramon 92kV
- Ave. 58 92kV
- El Centro 34.5kV
- Blythe 161kV

Bus voltage plots provide a means of detecting out-of-step conditions and are useful to assess the magnitude and duration of post-disturbance voltage dips and peak-to-peak voltage oscillations. The voltage plots also indicate system damping response and the expected bus voltage following the disturbance. Bus frequency plots provide expected magnitude and duration of post-disturbance frequency swings, as well as indicating possible over-frequency or under-frequency conditions. Additionally, IID utilizes a dynamic criteria EPCL script to assist in evaluating if monitored buses meet WECC regional criteria as shown in Figures 4 and 5. The selected critical contingencies listed below in Table 3 were simulated for the transient stability analysis. This contingency list contains the most severe internal and external contingencies.

#	IID Critical Contingencies
1	P1 - Colorado River-Red Bluff 500kV Line Fault
2	P1 - Coachella Valley-Mirage 230kV Line Fault
3	P1 - Coachella Valley-Ramon 230kV Line Fault
4	P1 - Devers-Mirage 230kV Line Fault
5	P1 - Devers-Red Bluff 500kV Line Fault
6	P1 - EL Centro Bank#4
7	P1 - Eco-Miguel 500kV Line Fault
8	P1 - El Centro-Mall 92kV Line Fault
9	P1 - El Centro Steam #2
10	P1 - Hassayampa-Hoodoowash 500kV Line Fault
11	P1 - Hassayampa-North Gila 500kV Line Fault
12	P1 - Imperial Valley-Eco 500kV Line Fault
13	P1 - Midway-Coachella Valley 230kV Circuit 1 Line Fault
14	P1 - Midway 1 Tap-Midway 92kV Circuit 1 Line Fault
15	P1 - N. Gila-Imperial Valley 500kV Line Fault
16	P1 - Paloverde-Colorado River 500kV Line Fault
17	P1 - Ramon Bank #1
18	P1 - Ramon-Mirage 230kV Line Fault
19	P1 - El Centro-Imperial Valley Data Center 230kV Line Fault
20	P1 - Imperial Valley Data Center-Imperial Valley 230kV Line Fault
21	P2 - Ave. 58 161kV Bus Fault
22	P2 - Colorado River Bus Fault
23	P2 - El Centro Bus #1 92kV Bus Fault
24	P2 - El Centro Bus #2 92kV Bus Fault

25	P2 - Midway 230kV Bus Fault
26	P6 - Coachella Valley-Mirage & Ramon-Mirage 230kV Line Fault
27	P7 - Devers-Mirage Circuit 1&2 230kV Line Fault
28	P7 - Coachella Valley-Mirage & Coachella Valley-Ramon 230kV Line Fault
29	P7 - Coachella Valley-Midway #1 and #2 230kV Line Fault

TABLE 3: CRITICAL CONTINGENCIES USED FOR TRANSIENT AND POST-TRANSIENT ANALYSIS

3.2.3 Post-Transient Analysis (Reactive Margin)

Post-transient stability analysis was performed on selected buses in the IID transmission system following selected, most severe, and critical outages. Moreover, governor power flow tools were used for the analysis. For each bus assessed, a synchronous condenser was modeled to determine the highest reactive power margin available on that bus. All BES and non-BES buses were monitored.

During post-transient simulations, the following assumptions were used:

- Loads were modeled as constant MVAs, during the post-transient time frame
- Reactive power output of the system swing generator was limited to its maximum capability
- No manual operator intervention was allowed to increase generator MVAR flow
- Remedial actions, such as generator dropping, load shedding, or blocking of automatic generator control were not considered for single outages

Positive reactive margin is desired at all of the buses. For the IID transmission system, the post-transient stability analysis criteria are the following:

- For transfer paths, all P0-P1 events shall demonstrate a positive reactive power margin at a minimum of 105 percent of transfer path flow.
- For transfer paths, all P2-P7 events shall demonstrate a positive reactive power margin at a minimum of 102.5 percent of transfer path flow.
- For load areas, all P0-P1 events shall demonstrate a positive reactive power margin at a minimum of 105 percent of forecasted peak load.
- For load areas, all P2-P7 events shall demonstrate a positive reactive power margin at a minimum of 102.5 percent of forecasted peak load.

Selected critical contingencies listed above in Table 3 were simulated for post-transient stability analysis. These contingencies included the most severe internal and external contingencies.

3.3 MODELING

The following section document the modeling methods used to represent the project in steady state and dynamics analyses.

3.3.1 Power Flow Modeling

Equivalent load of project:

- A 250MW equivalent load on the 230kV IVCN data center bus.

3.3.2 Dynamic Models

WECC approved models from the GE PSLF library was used to represent the Project. For this Project, dynamic stability models included models for the following:

- Commercial and Industrial Load
 - WECC Composite Load Model: **cmpldw**

3.3.3 Remedial Action Scheme Modeling

Various Remedial Action Schemes (RAS) were modeled in conjunction with the various projects included in the base cases. A summary of the internal automatic actions taken are described below:

- South R-Line RAS: Open breaker “RNO” at Dixieland will send a trip signal to Ocotillo Wells Solar.
- North R-Line RAS: Loss of Anza to Oasis and Ave 58 will send a trip signal to Seville 3.
- “K” line SPS: Loss of the “K” line, “N” Line, and the loss of the Niland 92/161kV transformer will send a trip signal to Colgreen.
- Path 42 RAS:
 - Loss of the 230kV “KN” line between Coachella Valley and Mirage and the 230kV “KS” line between Coachella Valley and Ramon will send a trip signal to the identified generation.
 - Loss of the 230kV “KN” line between Coachella Valley and Mirage and the 230kV “KS” line between Ramon and Mirage will send a trip signal to the identified generation.
 - Devers-Mirage 1 & 2: Loss of circuit numbers 1 and 2 will send a trip signal to the identified generation.
- Path 42 RAS N-1:
 - Loss of the 230kV “KN” line between Coachella Valley and Mirage will send a trip signal to the identified generation.
 - Loss of the 230kV “KS” line between Coachella Valley and Ramon will send a trip signal to the identified generation.
 - Loss of the 230kV “KS” line between Ramon and Mirage will send a trip signal to the identified generation.
 - Loss of the 230kV “KN” line between Coachella Valley and Midway will send a trip signal to the identified generation.
 - Loss of the 230kV “KS” line between Coachella Valley and Midway will send a trip signal to the identified generation.
- Coachella Valley – Midway RAS:
 - Loss of the 230kV “KN” line between Coachella Valley and Midway will send a trip signal to the identified generation.
 - Loss of the 230kV “KS” line between Coachella Valley and Midway will send a trip signal to the identified generation.
- Midway Transformer RAS N-1:
 - Loss of either bank #1 or bank #2 92/230kV Transformer at Midway will send a trip signal to the identified generation.
- El Centro 161kV Bus RAS N-1:
 - Loss of the 161kV Bus at El Centro Switching will send a trip signal to the identified generation.

3.4 SYSTEM UPGRADES/MITIGATIONS

- Southern 92kV R-Line Upgraded – Q2 2026 (Ocotillo Mitigation)
- Coachella Valley Switching Station Upgrade – Q2 2026 (TPL-001)
- Ramon-Mirage 230kV Circuit 2 – Q4 2028 (TPL-001)
- 135MVAR Reactive Support at Ramon 230kV – Q2 2026 (IPP Mitigation)
- ECSS RAS N-1 – Q3 2025 (IPP Mitigation)
- Northern 92kV R-Line Upgraded – Q4 2026 (IPP Mitigation)
- Midway Transformer RAS – Q4 2025 (IPP Mitigation)

4. STUDY CRITERIA

Grid Reliability Criteria, which incorporates the WECC and NERC planning criteria, was used for this assessment. IID's standards and procedures were followed during the study process.

4.1 NERC RELIABILITY STANDARDS

The need for transmission upgrades and additions was determined in accordance with NERC Reliability Standards. These standards set forth criteria for system performance requirements, which must be met under specific set of operating conditions. The following NERC Reliability Standards are applicable to the Transmission Operators (TOs) as registered NERC Planning Authorities, Transmission Planners, and are the primary standards for the interconnection of new facilities and system performance:

- FAC-001: Facility Connection Requirements
- FAC-002: Coordination of Plans for New Facilities
- TPL-001-5.1: Transmission System Planning Performance Requirements

4.2 WECC RELIABILITY CRITERIA

The WECC TPL system performance criteria, TPL-001-WECC-CRT-4, sets forth additional requirements that must be met under various, but specific set of operating conditions and may be applicable to the TOs as Planning Authorities.

4.3 STEADY STATE STUDY CRITERIA

The system performance, with the addition of the Project, was evaluated under normal conditions and following losses of a single or multiple Bulk Electric System (BES) element(s), as defined by the applicable reliability standards and criteria. Figure 4: Listing of TPL-001-5.1 P1-P7 contingency descriptions summarizes the contingencies per NERC Reliability Standards, and WECC Regional Criteria.

Category	Initial Condition	Event ¹	Fault Type ²	BES Level ³	Interruption of Firm Transmission Service Allowed ⁴	Non-Consequential Load Loss Allowed
P0 No Contingency	Normal System	None	N/A	EHV, HV	No	No
P1 Single Contingency	Normal System	Loss of one of the following: 1. Generator 2. Transmission Circuit 3. Transformer ⁵ 4. Shunt Device ⁶	3Ø	EHV, HV	No ⁹	No ¹²
		5. Single Pole of a DC line	SLG			
P2 Single Contingency	Normal System	1. Opening of a line section w/o a fault ⁷	N/A	EHV, HV	No ⁹	No ¹²
		2. Bus Section Fault	SLG	EHV	No ⁹	No
		3. Internal Breaker Fault ⁸ (non-Bus-tie Breaker)	SLG	HV	Yes	Yes
		4. Internal Breaker Fault (Bus-tie Breaker) ⁸	SLG	EHV, HV	No ⁹	No
P3 Multiple Contingency	Loss of generator unit followed by System adjustments ⁹	Loss of one of the following: 1. Generator 2. Transmission Circuit 3. Transformer ⁵ 4. Shunt Device ⁶	3Ø	EHV, HV	No ⁹	No ¹²
		5. Single pole of a DC line	SLG			
P4 Multiple Contingency (Fault plus stuck breaker ¹⁰)	Normal System	Loss of multiple elements caused by a stuck breaker ¹⁰ (non-Bus-tie Breaker) attempting to clear a Fault on one of the following: 1. Generator 2. Transmission Circuit 3. Transformer ⁵ 4. Shunt Device ⁶ 5. Bus Section	SLG	EHV	No ⁹	No
		6. Loss of multiple elements caused by a stuck breaker ¹⁰ (Bus-tie Breaker) attempting to clear a Fault on the associated bus	SLG	HV	Yes	Yes
			SLG	EHV, HV	Yes	Yes
P5 Multiple Contingency (Fault plus relay failure to operate)	Normal System	Delayed Fault Clearing due to the failure of a non-redundant relay ¹³ protecting the Faulted element to operate as designed, for one of the following: 1. Generator 2. Transmission Circuit 3. Transformer ⁵ 4. Shunt Device ⁶ 5. Bus Section	SLG	EHV	No ⁹	No
				HV	Yes	Yes
P6 Multiple Contingency (Two overlapping singles)	Loss of one of the following followed by System adjustments. ⁹ 1. Transmission Circuit 2. Transformer ⁵ 3. Shunt Device ⁶ 4. Single pole of a DC line	Loss of one of the following: 1. Transmission Circuit 2. Transformer ⁵ 3. Shunt Device ⁶	3Ø	EHV, HV	Yes	Yes
		4. Single pole of a DC line	SLG	EHV, HV	Yes	Yes
P7 Multiple Contingency (Common Structure)	Normal System	The loss of: 1. Any two adjacent (vertically or horizontally) circuits on common structure ¹¹ 2. Loss of a bipolar DC line	SLG	EHV, HV	Yes	Yes

FIGURE 4: LISTING OF TPL-001-5.1 P1-P7 CONTINGENCY DESCRIPTIONS

4.3.1 Normal Overloads

Normal overloads are those that exceed 100 percent of normal facility rating under NERC Category P0 conditions (no contingencies). Normal overloads are identified in the Reliability Study power flow analysis, in accordance with the Reliability Standard, TPL-001-5.1. It is required that loading of all transmission system facilities be within their normal ratings under NERC Category P0 conditions.

4.3.2 Emergency Overloads

Emergency overloads are those that exceed 100 percent of emergency ratings under NERC and WECC Category P1-P7 contingency conditions. Emergency overloads are identified in the Reliability Study power flow analysis in accordance with Reliability Standards, TPL-001-5.1. It is required that loading of all transmission system facilities be within their emergency ratings under the Category P1-P7 contingency conditions.

4.3.3 Voltage Criteria

A voltage criteria violation occurs if a bus within the transmission system, of each TO, fails to meet the requirements defined in Table 4. For Voltage Criteria, bus voltages are relative to the nominal bus voltages of the system under study.

Voltage Level	Normal Conditions (P0)		Contingency Conditions (P1-P7)		Voltage Deviation	
	VMIN (p.u.)	VMAX (p.u.)	VMIN (p.u.)	VMAX (p.u.)	Load Buses (P1)	Non-Load (P1) & All Buses (P2-P7)
≤200kV	0.95	1.05	0.9	1.1	≤8%	≤10%
≥200kV	0.95	1.05	0.9	1.1	≤8%	≤10%
≥500kV	0.95	1.05	0.9	1.1	≤8%	≤10%

TABLE 1: VOLTAGE CRITERIA

The maximum total voltage deviation for P3 and P6 events will be measured from the voltage that exists after the initial condition and therefore takes into consideration only voltage deviation due to the second event. Buses within the IID controlled grid that cannot meet the requirements in Table 4 will be further investigated.

4.3 TRANSIENT STABILITY DATA

Transient stability analysis is a time-based simulation that assesses the performance of the power system shortly before, during, and quickly following a contingency. Transient stability studies were performed to verify the stability of the system following a system fault. Transient stability analysis was performed based on the WECC Disturbance-Performance Criteria, for selected system contingencies, using Version 23.0.8.2 of the GE PSLF software. Transient stability contingencies were simulated for a minimum of 10 seconds, including 1 second of pre-disturbance data. Unless specified, all faults were modeled as 3-phases with 4 cycles of breaker clearing time. System damping was assessed visually with the aid of stability plots.

4.4.1 Bus Voltage

Bus voltage plots provide a means of detecting out-of-step conditions and are useful to assess the magnitude and duration of post-disturbance voltage dips and peak-to-peak voltage oscillations. The voltage plots also indicate system damping response and the expected bus voltage following the disturbance. WECC Regional Criteria, TPL-001-WECC-CRT-4, requires that the following criteria be applied:

- Following fault clearing, the voltage shall recover to 80% of the pre-contingency voltage within 20 seconds of the initiating event for all P1 through P7 events, and for each applicable BES bus serving load.
- Following fault clearing and voltage recovery above 80%, voltage at each applicable BES bus serving load shall neither dip below pre-contingency voltage, for more than 30 cycles, nor remain below 80% of pre-contingency voltage for more than 2 seconds, for all P1 through P7 events.
- For contingencies without a fault (P2.1 category event), voltage dips at each applicable BES bus serving load shall neither dip below 70% of pre-contingency voltage, for more than 30 cycles, nor remain below 80% of pre-contingency voltage for more than two seconds.
- All oscillations that do not show positive damping within 30-seconds, after the start of the studied event, shall be deemed unstable.

- Figure 5 and 6 represent the acceptable recovery trajectory.

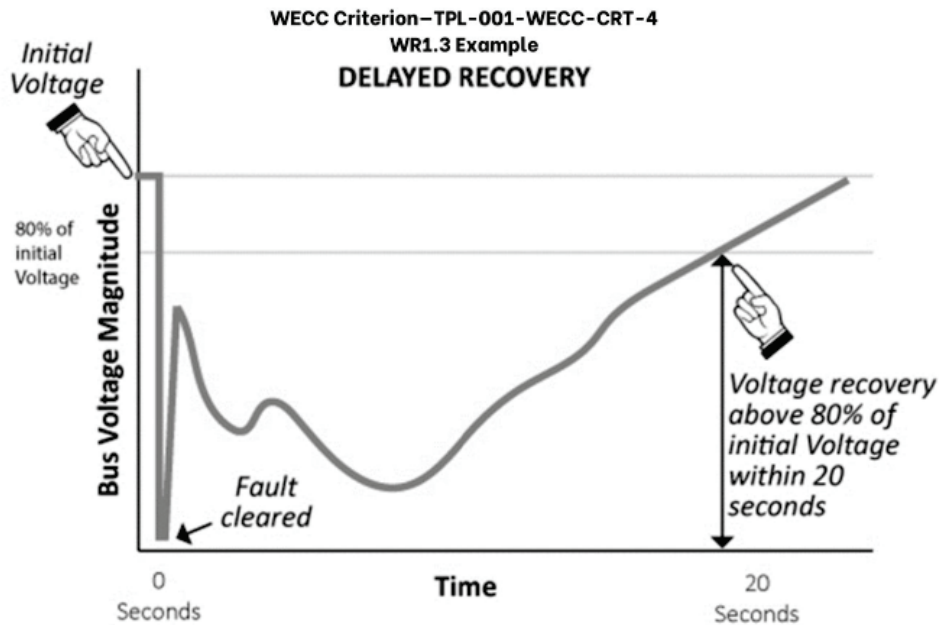


FIGURE 5: WECC DIAGRAM REPRESENTING ADEQUATE VOLTAGE RECOVERY (DELAYED)

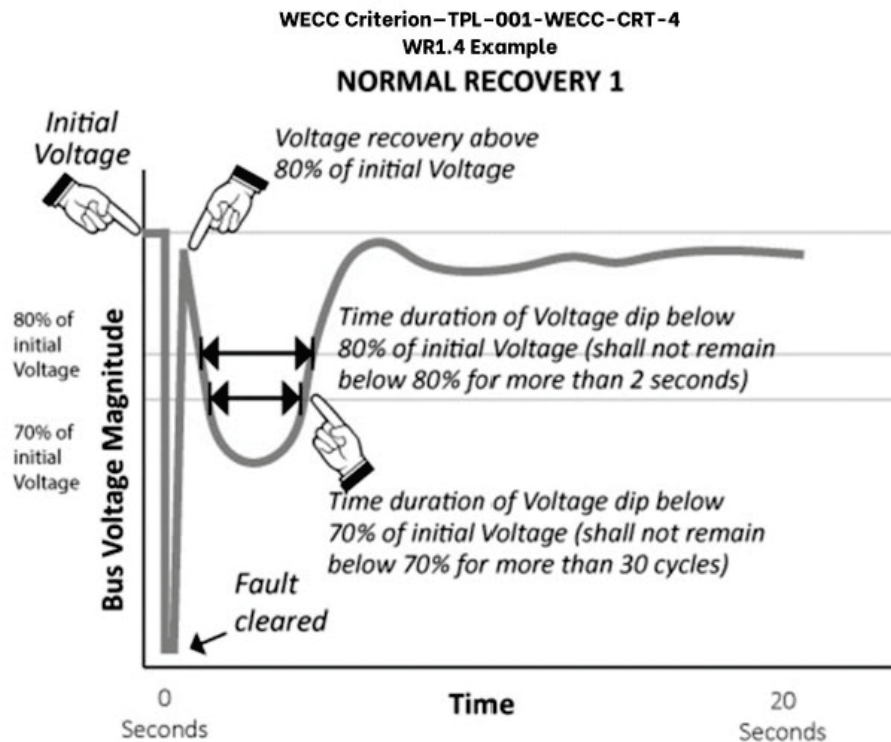


FIGURE 6: WECC DIAGRAM REPRESENTING ADEQUATE VOLTAGE RECOVERY (NORMAL)

4.4.2 Bus Frequency

Bus frequency plots provide expected magnitude and duration of post-disturbance frequency swings, and possible over-frequency or under-frequency conditions. WECC Regional Criteria, TPL-001-WECC-CRT-4, requires that the following be applied:

- All oscillations that do not show positive damping, within 30-seconds, after the start of the studied event, shall be deemed unstable.

4.5 REACTIVE MARGIN CRITERIA

Post-transient stability analysis was performed on selected buses in the IID transmission system, following selected critical outages. For each bus assessed, a synchronous condenser was modeled to extract reactive power, until the point where voltage collapse occurs. The maximum reactive power consumed prior to the voltage collapse is determined. Positive reactive margin is desired at all buses.

5. STUDY RESULTS

This System impact study modeled the new load with a total of 250MW for summer and light spring scenarios. The following analysis tested the impact of the load addition on the reliability of IIDs electrical system.

5.1 POWER FLOW ANALYSIS:

Power flow analysis was performed using the base cases identified in Table 1, under Section 3. System thermal and voltage performance were tested during normal and emergency (contingency) conditions, in order to compare pre-Project and post-Project scenarios. Identified impacts, if any, are caused solely by this Project.

Thermal and voltage performance of the system was evaluated for base cases under normal, (P0), single element outage, (P1, P2), and selected multiple element outages, (P3-P7). Thermal loadings were reported when a model transmission component was loaded above 95% of its continuous MVA rating, (P0), and above 95% of its emergency rating, (P1-P7). Generally, the concerns are raised when an element is found loaded above 100% of its normal or emergency rating; however, 95% was chosen to identify circuits that are also at the edge of an overload. Moreover, such circuits need to be closely monitored and can be placed as potential candidates for future upgrades.

Transmission voltage violations for normal, (P0), conditions were reported when per unit voltages were less than 0.95 or greater than 1.05. Transmission voltage violations, following single or multiple outages, were reported when per unit voltages were less than 0.90 or greater than 1.1. Voltage deviations were recorded whenever these deviations were greater than 8% for load serving buses and 10% non-load serving buses.

The steady state study results for each of the cases is described in the following sections, while the complete results can be found in Appendix B.

5.1.1 (2027) Heavy Summer Peak

5.1.1.1 Voltage and Thermal Performance

- The project did not cause any buses in the base case to experience voltage exceedances or deviations with respect to the criteria on Table 4.
- The project did not cause thermal violations in IID's system.

5.1.2 (2027) Heavy Summer Peak Solar Reduced 20%

5.1.2.1 Voltage and Thermal Performance

- The project did not cause any buses in the base case to experience voltage exceedances or deviations with respect to the criteria on Table 4.
- The project did not cause thermal violations in IID's system.

5.1.3 (2027) Light Spring Solar Reduced 40%

5.1.3.1 Voltage and Thermal Performance

- The project did not cause any buses in the base case to experience voltage exceedances or deviations with respect to the criteria on Table 4.
- The project did not cause thermal violations in IID's system.

5.2 TRANSIENT STABILITY ANALYSIS

Transient stability was performed on the Heavy Summer and Light Spring pre- and post- Project base cases.

5.2.1 (2027) Heavy Summer Transient Stability Results

These simulation results show that the Project did not cause impacts on IID system stability under any of the simulated contingencies.

Refer to Appendix C for the 2027 Heavy Summer Transient pre and post stability plots.

5.2.2 (2027) Heavy Summer Solar Reduced Transient Stability Results

These simulation results show that the Project did not cause impacts on IID system stability under any of the simulated contingencies.

Refer to Appendix D for the 2027 Heavy Summer Solar Reduced transient pre and post stability plots.

5.2.3 (2027) Light Spring Solar Reduced Transient Stability Results

These simulation results show that the Project did not cause impacts on IID system stability under any of the simulated contingencies.

Refer to Appendix E for the 2027 Light Spring Solar Reduced transient pre and post stability plots.

5.3 POST TRANSIENT STABILITY AND REACTIVE POWER MARGIN: HEAVY SUMMER

Post-transient stability was performed on selected buses in IID transmission system following selected critical outages. Results show that the Project did not cause impacts on IID System reactive margin under any of the simulated contingencies

Refer to Appendix F for complete post-transient voltage (reactive margin) results.



6. CONCLUSION

The System Impact Study modeled the new load with a total of 250MW for summer and light spring scenarios. The following analysis tested the impact of the load addition on the reliability of IID's electrical system. The Project's POI is located on the 230kV 'S' Line between IID's El Centro substation and SDG&E's Imperial Valley substation. The study evaluated different seasons and generation scenarios for the Project's target year, using Heavy Summer and Light Spring cases. Below are the findings and results for this loading scenario:

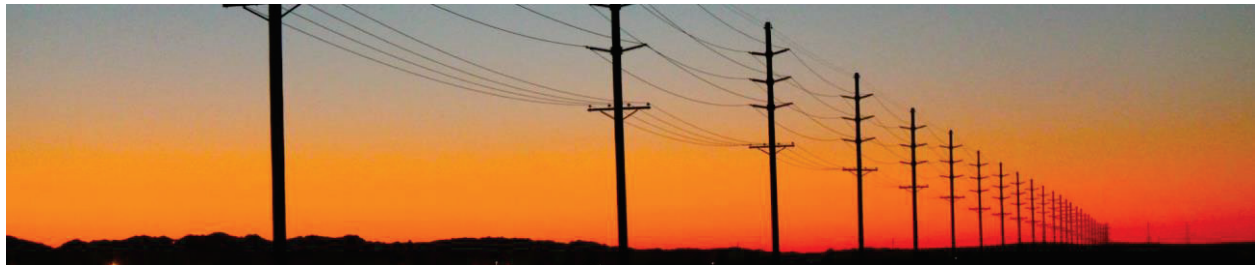
250 MW load

- Results showed there were no thermal violations in IID's transmission system under P0-P7 contingencies. Project did not cause any buses to experience voltage exceedances or deviations.
- Results showed there were no transient stability violations in IID's transmission system under any of the simulated contingencies.

Study results show that this project can be deemed feasible. Please note that IID currently does not have the capability to reliably support a large-scale load requiring continuous 24-hour service. As such, this report does not represent a commitment by IID to serve the amount of requested load.



Customer Project Development Services



Customer Project Application for Services of 34.5 kV and Above

Coachella Valley

Mail/Physical Address: 81-600 Avenue 58, La Quinta, CA 92253

Office Hours: 7:00 a.m. - 5:00 p.m. (closed every other Friday) 760-398-5841

Imperial Valley

333 S. Waterman Ave., El Centro, CA

Mail: Customer Project Dev., PO Box 937, Imperial, CA 92251

Office Hours: 7:30 a.m. - 5:30 p.m. (closed every other Friday) 760-482-3300

**Submit completed form to the above corresponding addresses.
EMAIL: Submit completed and signed form or address any questions or
concerns to: TCSP@iid.com**



Developer Customer Account Application
Customer Development Operations
333 South Waterman • El Centro, CA 92243 • (800) 303-7756
Electrical Services

☒ New Account ☐ Account Transfer/Change of Name ☐ Existing Account

Project Information			
Name: IMPERIAL VALLEY HYPERSCALE DATA CENTER			
Service Address: 2300-2360 Imperial Avenue and 219-269 West Aten Road			
City: Imperial	State: California	Zip Code: 92243	
Valley (Imperial or Coachella): Imperial			
Applicant Information			
Name: Imperial Valley Computer Manufacturing, LLC			
Doing Business As (DBA):			
Street Address: 16400 Pacific Coast Highway, Suite 212			
Mailing Address (if different):			
Phone: (562) 901-0199	E-mail: Sebastian@RucciLaw.com	Fax: (562) 249-6910	
City: Huntington Beach	State: CA	Zip Code: 92649	
Affiliation to Project: Equitable Owner of Land (Owner Under Contract)			
Account Information			
Contract Account No:		Business Partner No:	
Mail Bill Attention To: Sebastian Rucci		Address: 16400 Pacific Coast Highway, Suite 212	
City: Huntington Beach	State: CA	Zip Code: 92649	Phone: (562) 901-0199
Affiliation to Project: Equitable Owner of Land (Owner Under Contract)			
If Account was Previously Under Another Name, please list here:			
Is there Proof of Dissolution for Previous Account Holder : ☐ Yes ☒ No If Yes, please attach:			
Commercial Information			
Is this Business A Sole Proprietorship? (If Yes, please include name):			
Is this Business a Corporation: ☒ Yes ☐ No			
If Yes, Please indicate State of Incorporation: California			
If No, Business Entity Type:			
President/Member: Sebastian Rucci		Signature: <i>Sebastian Rucci</i>	
Vice-President :		Signature:	
Secretary: Sebastian Rucci		Signature: <i>Sebastian Rucci</i>	
☒ Articles of Incorporation/Entity Formation Docs.: (please attach):			
Place of Business: Imperial Valley		Type of Business: Data Center Development	
Federal Tax ID No. 995-08-6150		☒ Letter of Authorization (please attach):	

Sebastian Rucci
 Authorized Signature

Sebastian Rucci
 Print Name

03/05/2025
 Date



SYSTEM PLANNING

IID SYSTEM IMPACT STUDY DATA REQUIREMENTS

A typical System Impact Study includes Power Flow, Transient Stability, Post-Transient Stability, and Short Circuit Analysis. Depending on project characteristics IID System Planning may recommend expanding or reducing the scope of the study.

IID uses the last version of **G.E. PSLE** software approved by WECC to perform Power Flow, Transient Stability and Post-Transient Stability analyses. For the Short Circuit analysis the latest version of **ASPEN** software will be used.

Power Flow (project's data)

Please provide the following information. (Additional sheets or documents can be added)

1. Project Name: IMPERIAL DATA CENTER CAMPUS #2

What is the name of the project? (please provide three different alternative names)

a. Alternative 1: _____

b. Alternative 2: _____

c. Alternative 3: _____

Note: If the name of the project represents a potential conflict for IID's staff, IID will suggest/request a new name for your project to prevent the potential concern. This is not intended to create any legal or commercial issues on the development of your project.

2. Project One-Line Diagram and Project Site Plan

Please provide a simplified one-line diagram and site plan in (PDF) of the facility(ies) to be studied.

3. Provide a Google Earth map (.kmz file) with geographical location of the new project requiring IID service.

4. Will this project be completed in phase? Yes ☒ No ☐

If Yes, provide a description and estimate timelines for each phase.

5. Provide proof of site control.

6. Provide the in-service date for the total completion of the project or per phase.

Date: 03/05/2027

7. The System Planning group usually studies the Heavy Summer (PEAK) and Light Winter (OFF-PEAK) conditions to determine the most critical operating conditions for the IID System. Do you consider the need for studying another season or year for your project?

Yes ☐ No ☒

Which season or year?: _____

Reason?: _____

Note: Notice that any additional season or year to be studied for a new generation project would potentially represent additional costs for the study.

8. Propose Point of Interconnection (POI) to the IID System. The POI is the electrical point where you propose to connect your project to the existing IID grid. Provide the Station's Name or Line's Name and kV. IID may provide/propose a different POI if the original location is deemed problematic for project development.

Station name or line's name: 92 kV Line at Southern Property Line kV: 92

Include APN# 044220046

9. Is your project load conforming or non-conforming? If non-conforming, please provide a description of planned operation.

Data Center (Permitted Use in Existing Zone)

10. Provide the company owner's name:

Imperial Valley Computer Manufacturing, LLC

11. Total MW input/service required of your project? 80

12. System Step-Down Transformer

Low Side Voltage (kV)	34.5	High Side Voltage (kV)	92
MVA Base (MVA)	60	Reactance (p.u.) or %	0.099944 pu
Continuous Normal Rating (MVA)	100	Emergency Rating (MVA)	100
Number of Transformers	2	Winding Config. (Delta, Y, etc.)	Delta-WYE-GND

13. Please provide project models in .epc format (PSLF) that accurately represents the electrical configuration of your project. Models must include, but not limited to the following:
- Bus data
 - Transformer data
 - Load data
 - Generator data, if applicable (behind the meter)
14. Please provide dynamic model representation via a WECC approved composite load model that accurately represents the dynamic behavior of your project. Projects must use the WECC composite load model (cmpldw). ***See Attachment A for instructions.***
15. Provide the contact person name, telephone number and email address for questions on the Power Flow analysis data provided.

- Name: Chris Goulet
- Title: Transmission Planning
- Company: Power Engineers, Inc.
- Address: 1060 Maitland Center Commons Blvd., Maitland, Florida 32751
- Telephone: (913) 408-5311
- Email: Christopher.Goulet@PowerEng.com

A hard copy or scanned document of the completed template should be provided back to IID including data, and signed by the person(s) responsible for the data provided.

Responsible Person Signature: Sebastian Rucci

Responsible Person Name: Sebastian Rucci

Responsible Person Title: Managing Member Date: 03/05/2025

If you have any questions regarding the data requested, please contact Jesus Martinez, Imperial Irrigation District System at (760) 339-0574.



CUSTOMER PROJECT DEVELOPMENT SERVICES
REGULATIONS GOVERNING SALE AND USE OF ELECTRIC ENERGY

Excerpts from Regulation No. 6

The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all electric wires, lines, machinery and apparatus of any sort which may be required for receiving electric energy from the District, and for applying and utilizing such energy, including all necessary protective appliances and suitable housing therefor. The District shall not be responsible for any loss or damage occasioned or caused by the negligence or want of proper care or wrongful act of the customer or any of his agents, employees or licensees on the part of the customer in installing, maintaining, using, operating or interfering with any such wires, lines, machinery or apparatus.

Excerpts from Regulation No. 11

The district shall, at its option, have the right to disconnect its services until the customer has complied with all the terms of the agreement and of the District's regulation.

Excerpts from Regulation No. 15

The District will construct, own, operate and maintain lines only along public streets, roads and highways which the District has the legal right to occupy and on public lands and private property across which rights-of-way satisfactory to the District may be obtained without cost or condemnation by the District.

All Imperial Irrigation District Regulations Governing the Sale and Use of Electric Energy are available for viewing at all IID Division Offices, Imperial Operating Headquarters and online at www.iid.com.



I have read and agree to the Regulations listed above.

Signature: Sebastian Rucci

Title: Managing Member

Print Name: Sebastian Rucci

Date: 03/05/2025



CONTRACTOR INFORMATION SHEET

If applicable, please select the level of authorization for communication with your contractor.

Contractor Name:
Contractor Address:
Contact person:
Contractor Contact Phone:
Contractor Email Address:

- ☐ Attend meetings and/or respond to correspondence regarding this project.
- ☐ Receive electronic files for this project, including energy account information.
- ☐ Obtain approvals, to complete this project.

Signature: _____ Title: _____

Print Name: _____ Date: _____



PROJECT DEVELOPMENT SERVICES TERMS & CONDITIONS

Indemnification Agreement

In consideration for the provision of electrical utility service by IID for the development project identified in the Standards Specifications and Contractor Information Sheet, Applicant and IID agree as follows: The provision of electric utility service to Applicant is conditioned on compliance by Applicant with all applicable laws including the Imperial Irrigation District Regulations Governing the Sale and Use of Electric Energy and Rate Schedules.

Applicant shall defend and indemnify IID, from any: liability, claims, suite or actions; losses, expenses, fees, or costs of any kind, so long as such things are in relation to, as a consequence of, arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part, to the provision of electrical service by IID to Applicant for the development project identified in the Standards Specifications and Contractor Information Sheet; however, Applicant shall not be required to indemnify and hold harmless IID as set forth above for liability attributable to the sole fault of IID.

Customer Initials *SR*

Environmental Impact Information

The work IID has to undertake to provide the electric service requested may cause impacts to the environment. Since the work is customer-driven and not a system upgrade, it is IID's policy that any environmental impacts created by new, relocated, modified or reconstructed IID facilities (which can include, but are not limited to, substations, transmission and distribution lines, IID-owned canals and drains, etc.) required to provide electric service to the customer need to be assessed in accordance with the California Environmental Quality Act and National Environmental Policy Act, if applicable, and, if required, mitigated. Failure to comply with such requirements will result in the postponement of the service requested until the appropriate environmental documentation is obtained by the customer from the lead agency having jurisdiction to permit the customer's project and the environmental impacts are fully assessed and mitigated. Any and all mitigation necessary as a result of the impacts on the environment caused by the construction, relocation and/or update of the IID facilities is the responsibility of the customer. At its discretion IID will verify, via its field crews and project inspectors, if impacts are being mitigated per customer's environmental document and if customer is providing on-site mitigation monitoring. If not, customer will be advised of this and IID work will be halted until the appropriate mitigation measures and monitoring are in place.

Customer Initials *SR*

Engineering Fee

I acknowledge that failure to complete and return all pertinent forms to IID could cause a delay in electric service. I agree and understand that the Engineering Fee will be paid to begin engineering a project and will be applied as a credit toward the construction cost of the project. The Engineering Fee is non-refundable. Any design changes that result in the redesign of the project, and therefore alters prior schedule IID commitments will require an additional non-refundable Engineering Fee and may cause delays in construction schedules(s).

Customer Initials *SR*

Signature: *Sebastian Rucci*

Title: Managing Member

Print Name: Sebastian Rucci

Date: 03/05/2025



SYSTEM PLANNING
WECC COMPOSITE LOAD MODEL
EXAMPLE
(ATTACHMENT A)

Model Name: cmpldw
Description WECC Composite load model
Prerequisites: Load in load flow solved case
Inputs: Voltage at bus to which the composite load is connected
Invocation: cmpldw [<n>] {<name> <kv>} <id> : #rmva=<mvabase>

Parameters:

<i>EPCL Variable (see Note b)</i>	<i>Default Data</i>	<i>Description</i>
Bss	0.0	Substation shunt capacitor susceptance, p.u.
Rfdr	0.0	Feeder equivalent resistance, p.u.
Xfdr	0.0	Feeder equivalent reactance, p.u.
Fb	0.0	Fraction of feeder shunt capacitance at substation bus end
Xxf	0.0	Substation transformer reactance, p.u.
Tfixhs	1.	Transformer high side fixed tap, p.u.
Tfixls	1.	Transformer low side fixed tap, p.u.
LTC	0	= 1 for automatic tap adjustment (low side variable tap)
Tmin	0.9	Minimum variable tap, p.u.
Tmax	1.1	Maximum variable tap, p.u.
step	0.00625	Variable tap step size, p.u.
Vmin	1.02	Minimum low-side voltage, p.u.
Vmax	1.04	Maximum low-side voltage, p.u.
Tdel	30.	Time delay to initiate tap adjustment, sec.
Ttap	5.	Time delay between tap steps, sec.
Rcmp	0.0	Transformer LTC compensating resistance, p.u.
Xcmp	0.0	Transformer LTC compensating reactance, p.u.
FmA	0.0	Motor A fraction of load P
FmB	0.0	Motor B fraction of load P
FmC	0.0	Motor C fraction of load P
FmD	0.0	Motor D fraction of load P
Fel	0.0	Electronic load fraction of load P
PFel	0.0	Electronic load power factor
Vd1	0.0	Voltage below which electronic load decreases, p.u.
Vd2	0.0	Voltage below which electronic load is zero, p.u.
frcel	0.0	Fraction of electronic load that recovers from low voltage trip (see note n)
PFs	0.8	Power factor of static load component
P1e	1.0	Static load – exponent of first P term
P1c	1.0	Static load – coefficient of first P term
P2e	2.0	Static load – exponent of second P term

P2c	0.0	Static load – coefficient of second P term
Pfrq	0.0	Frequency sensitivity factor for P
Q1e	1.0	Static load – exponent of first Q term
Q1c	0.0	Static load – coefficient of first Q term
Q2e	2.0	Static load – exponent of second Q term
Q2c	1.0	Static load – coefficient of second Q term
Qfrq	0.0	Frequency sensitivity factor for Q
Mtypa	0.0	First motor type: = 3 -- three-phase motor = 1 -- 1-phase air conditioner
Mtypb	0.0	Second motor type
Mtypc	0.0	Third motor type
Mtypd	0.0	Fourth Motor type

The following motor parameters must be included (**see Note a**) for each motor with $F_m > 0$:

For Type 3 motor, the following parameters must be input: (see below for Type 1)

LFmn	0.8	Motor g lfoacdtoinr
Ran	0.02	Stator resistance, p.u.
Lsn	2.0	Ssynchronous reactance, p.u.
Lpn	0.2	Transient reactance, p.u.
Lppn	0.2	Subtransient reactance, p.u.
Tpon	0.16	Transient open circuit time constant, sec.
Tppon	0.02	Subtransient open circuit time constant, sec.
Hn	0.3	Inertia constant, sec.
Etrqn	2.0	Mechanical torque exponent
Vtr1n	0.0	First low ge tvroiplt alevel, p.u. V
Ttr1n	9999.	First low ge tvroiplt delay time, sec.
Ftr1n	0.0	First low ge tvroiplt faraction
Vrc1n	9999.	First low ge v oreltcaonnection level, p.u. V
Trc1n	9999.	First low ge v oreltcaonnection delay time, sec.
Vtr2n	0.0	Second low voltage trip level, p.u. V
Ttr2n	9999.	Second low voltage trip delay time, sec.
Ftr2n	0.0	Second low voltage trip fraction
Vrc2n	9999.	Second low voltage reconnection level, p.u. V
Trc2n	9999.	Second low voltage reconnection delay time, sec.

For Type 1 A/C load, the following parameters must be input:

LFmn	1.0	Motor g lfoacdtoinr
CompPFn	0.97	Power rfacto
Vstalln	0.6	Stall voltage, p.u.
Rstalln	0.124	Stall resistance, p.u.
Xstalln	0.114	Stall reactance, p.u.
Tstalln	0.033	Stall time delay, sec.
Frstn	0.5	Fraction of load that can restart after stalling
Vrstn	0.6	Voltage at which restart can occur, p.u.
Trstn	0.4	Restart time delay, sec.
Fuvrn	0.	Fraction of load with undervoltage relay protection
Vtr1n	0.0	First undgeer tvroiplt alevel, p.u.
Ttr1n	0.2	First undervoltage trip delay time, sec.
Vtr2n	0.0	Second undervoltage trip level, p.u.
Ttr2n	5.0	Second undervoltage trip delay time, sec.

Vc1offn	0.5	Contactors voltage at which tripping starts, p.u.
Vc2offn	0.4	Contactors voltage at which tripping is complete p.u.
Vc1onn	0.6	Contactors voltage at which reconnection is complete, p.u.
Vc2onn	0.5	Contactors voltage at which reconnection starts, p.u.
Tthn	20.	Thermal time constant, sec.
Th1tn	0.7	Thermal protection trip start level, p.u. temperature
Th2tn	1.3	Thermal protection trip completion level, p.u. temperature
Tvn	.05	Voltage measurement lag, sec.

Note: Input parameters through **Mtypd** must be included. If, at any point after that, the remaining parameters are omitted, the default values shown in the table will be used.

Note: If a motor is to be omitted, but a motor after it is to be included, the motor fraction, e.g. Fmc, must be set to a non-zero value ≤ 0.0001 . If it is set to zero, data for the later model(s) will not be read.

Notes:

- a) The following global (dypar) parameters have been added in V21 of PSLF:

	Default values		cmpldw model will not be used if:
dypar.cmp_pmin	0 MW		$P_{load} < \text{dypar.cmp_pmin}$
dypar.cmp_pqmin	0.0		$P_{load} / Q_{load} < \text{dypar.cmp_pqmin}$
dypar.cmp_vmin	0.0 p.u.		System bus V < dypar.cmp_vmin

Warning messages are written if any of these conditions occur. The values of these parameters can be changed by entering different values in the javaini.p file.

- b) For all motor input parameters, the trailing “n” is to be replaced by “a”, “b”, “c”, or “d” corresponding to the motor fractions Fma, Fmb, Fmc, Fmd. If $F_{mn} = 0.$, the data for that motor must be omitted. If it is desired to include motor data for a motor with $F_{mn} = 0.$, F_{mn} must be set to a small positive value (≤ 0.0001) – the data will be read, but the motor fraction will be set to zero.
- c) To reference the motor parameters in the epcl functions **getmodpar** and **setmodpar**, both names (if different), separated by an underscore, must be used. For example, for the first motor, the following are the parameter names:

LFma
Raa_CompPFa
Lsa_Vstalla
Lpa_Rstalla
Lppa_Xstalla
Tpoa_Tstalla
Tppoa_Frsta
Ha_Vrsta
Etrqa_Trsta
Ftr1a_Fuvra
Vtr1a
Ttr1a
Vtr2a

Ttr2a
 Ftr2a_Vc1offa
 Vrc1a_Vc2offa
 Trc1a_Vc1ona
 Vrc2a_Vc2ona
 Trc2a_Ttha
 Th1ta
 Th2ta
 Tva

For PSLF version 17.0_07 and later, capitalization is optional (getmodpar/setmodpar are no longer case sensitive). For previous versions, the parameters must be entirely lower case.

- d) The composite load model is represented by a load in the load flow solution. After initialization, all the load P and Q are included in the cmpldw model and are shown in the Pmot, Qmot columns of the load table. The original load values are set to zero.
- e) During initialization, the low-side bus and far-end bus are added to the system Y matrix and are given numbers equal to the original (high-side) bus plus 800,000 and 900,000, respectively. If more than one load is connected to the same high-side bus, the bus numbers for the second and subsequent loads will have (n-1) * 1,000,000 added. After initialization, the new buses and added transformer, feeder, and shunts can be viewed with SCAN. **Note: A history (sav) file should not be saved after initialization. The load flow program will not recognize the new buses.**
- f) The MVA base for the elements (transformer, equivalent feeder, shunt capacitors) in the load model depends on the value entered for “**mva=<mvabase>**” as follows:
- 1) If **<mvabase>** > 0., the entered value is used as the MVA base.
 - 2) If **<mvabase>** < 0., the entered value is used as a “loading factor”. The MVA base is set equal to the load P divided by the loading factor.
 - 3) If **<mvabase>** = 0. or if “**mva=<mvabase>**” is omitted, a loading factor of 0.8 is assumed. That is, the MVA base is set equal to the load P / 0.8.
- Note: The input value of **mvabase** is shown in the edmd table as **MbaseR** and may be modified there prior to initialization. The **Mbase** column in edmd shows the actual MVA base used for the load, e.g. if a “loading factor” was entered, **Mbase** is the computed value of MVA base. This is set by the model during initialization.
- g) The static load model uses the following formulas:
- $$P = P_o * (P1c * V/V_o^{P1e} + P2c * V/V_o^{P2e} + P3) * (1 + P_f * \Delta f)$$
- $$Q = Q_o * (Q1c * V/V_o^{Q1e} + Q2c * V/V_o^{Q2e} + Q3) * (1 + Q_f * \Delta f)$$
- $$P_o = P_{load} (1 - F_{ma} - F_{mb} - F_{mc} - F_{md})$$
- $$Q_o = P_o * \tan(\arccos(PF_s)) = P_o * \sqrt{PF_s^2 - 1}$$
- $$P3 = 1 - P1c - P2c$$
- $$Q3 = 1 - Q1c - Q2c$$
- h) The electronic load model is constant P, Q with the power factor **Pfel**. The P and Q are decreased linearly to zero between voltages **Vd1** and **Vd2**. If **frcel** is greater than zero, that fraction of the load that was tripped will be reconnected linearly as the voltage recovers.
- i) Any of the four motors can be represented by an equivalent of a group of three-phase motors or by an equivalent of a group of single-phase air conditioners:

- 1) The three-phase motor model uses the same electrical flux model as the **motorw** model in the PSLF dynamic model library. The mechanical torque is computed using the following formula:

$$T_m = T_{mo} * \omega E_{trq}$$

- 2) The single-phase air conditioner model in the composite load model uses essentially the same model as the **ld1pac** model in the PSLF dynamic model library. Some of the parameters of that model are hard-wired to the following values:

$T_v = 0.02$	voltage sensing time constant, sec.
$T_f = 0.05$	frequency sensing time constant, sec.
$K_{p1} = 0.$	real power coefficient for runing state 1, pu W/ pu V
$N_{p1} = 1.0$	real power exponent for runing state 1
$K_{q1} = 6.0$	reactive power coefficient for runing state 1, pu VAr/ pu V
$N_{q1} = 2.0$	reactive power exponent for runing state 1
$K_{p2} = 12.0$	real power coefficient for runing state 2, pu W/ pu V
$N_{p2} = 3.2$	real power exponent for runing state 2
$K_{q2} = 11.0$	reactive power coefficient for runing state 2, pu VAr/ pu V
$N_{q2} = 2.5$	reactive power exponent for runing state 2
$C_{mpKpf} = 1.0$	real power frequency sensitivity, pu W / pu freq.
$C_{mpKqf} = -3.3$	reactive power frequency sensitivity, pu VAr / pu freq.
$T_{rstrt} = 0.4$	restart delay time, sec.
$L_{fadj} = 0.$	stall voltage sensitivity to loading factor

- j) If the transformer reactance (**Xxf**) is less than the jumper threshold, the transformer is omitted. If the transformer is included and **Vmax > Vmin + 2*step**, the (low- side) variable tap will be adjusted to set the low-side voltage at approximately the mid-point of **Vmin -- Vmax** unless **Tmin** or **Tmax** is exceeded. If **LTC = 1**, The transformer tap moves in discrete steps during the dynamic simulation to control the low-side voltage. If the voltage is less than **Vmin** or greater than **Vmax** for a time period greater than **Tdel**, the transformer tap moves in steps until the voltage is within range. **Ttap** is the delay time between successive tap step movements.
- k) If **Xfdr** is less than the jumper threshold, the feeder equivalent is omitted.
- l) If, during initialization, the far end voltage is computed to be less than 0.95 p.u., **Rfdr** and **Xfdr** are reduced to bring it above 0.95.
- m) After the load components are initialized to determine their reactive power consumption, shunt capacitance is added to make the Q at the original load bus equal the value from the load flow solution. If **Fb = 0.**, all of this capacitance is added at the far end of the feeder (**Bf2**). If this capacitance is negative (inductive), the substation capacitor (**Bss**) is reduced to make **Bf2** zero or slightly positive.
- n) **Cmpldw** responds to the **load[].shed** signal from any of the load sheddding relay models as follows:
 - 1) Static and electronic load P and Q values are multiplied by **load[].shed**.
 - 2) Motor (Type 1 and 3) MVA bases are multiplied by **load[].shed** to reduce the motor MW without changing the internal variables.
 - 3) Feeder R and X values are increased by $1. / \text{load[].shed}$ and feeder B values decreased by **load[].shed** to simulate tripping of an equivalent fraction of the feeders from the substation.
 - 4) Transformer and substation shunt B values are not changed.
 - 5) The change in MW at the substation high side bus due to the load shedding action is recorded

in the variable **load[].pshed** for use by the **lsmon** model in accumulating MW shed for the system and by area.

- o) The parameter **frcel** was added in Version 17.0_07. Earlier data sets must be updated to include this parameter in the specified location.
- p) The output channels have been modified in V19 to include load trip MW values, which may be summed for areas, zones, etc. using the LDTRPMON model. See manual page for LDTRMON for definition of these outputs.

Output Channels:

Record	Level	Name	Description
	1	Pld	Total load active power at high side bus, MW
	1	Qld	Total load reactive power at high side bus, MVAr
	2	Vls	Voltage magnitude at substation low-side bus, p.u.
	2	Vld	Voltage magnitude at far end bus, p.u.
	2	xshn	Nominal value load shed, MW
	2	xton	Nominal total load tripped, MW
	2	xtoi	Instantaneous total load tripped, MW
	2	Pst	Static load P, MW
	2	Pel	Electronic load P, MW
	2	xeln	Nominal electronic load tripped, MW
	2	xeli	Instantaneous electronic load tripped, MW
For each motor in use:			
	2	Pmn	Motor <i>n</i> P, MW
	2	xmnn	Nominal motor <i>n</i> load tripped, MW
	2	xmni	Instantaneous motor <i>n</i> load tripped, MW
	3	tap	transformer tap ratio
	3	Qst	Static load Q, MVAr
	3	Qel	Electronic load Q, MVAr
For each motor in use:			
	3	Qmn	Motor Q, MVAr For
each Type 3 motor in use:			
	4	spdn	Motor speed, p.u.
	4	Tmn	Motor mechanical torque, p.u.
	4	Ten	Motor electrical torque, p.u.
	4	fuvn	Fraction of motor not tripped by UV relay
	4	fshn	Fraction of motor not tripped by load shedding relays
For each Type 1 motor in use:			
	4	fuvn	Fraction of motor not tripped by UV relay
	4	fcnn	Fraction of motor not tripped by contactor
	4	crAn	Current in non-restarting part of load, p.u.
	4	crBn	Current in restarting part of load, p.u.
	4	fshn	Fraction of motor not tripped by load shedding relays
	9	tmpA	“Temperature” in non-restarting part of load, p.u.

9	fthA	Fraction of non-restarting part of load not tripped by thermal prot.
9	tmpB	“Temperature” in restarting part of load, p.u.
9	fthB	Fraction of restarting part of load not tripped by thermal prot.

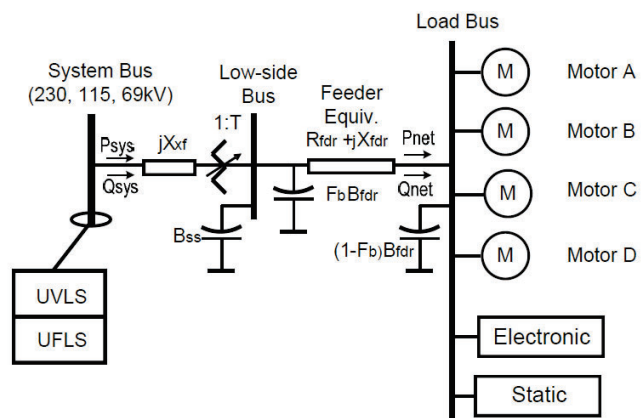
Note: Most motor channel names have “a”, “b”, “c”, or “d” added in place of “n” to indicate which of the four motors they are associated with.

Sample data record:

```

cmpldw 1234 "XXXX" 115.00 "1": #1 mva=1.1 /
"Bss" 0 "Rfdr" 0.04 "Xfdr" 0.04 "Fb" 0.75/
"Xxf" 0.08 "TfixHS" 1 "TfixLS" 1 "LTC" 0 "Tmin" 0.9 "Tmax" 1.1 "step" 0.00625 /
"Vmin" 1.025 "Vmax" 1.04 "Tdel" 30 "Ttap" 5 "Rcomp" 0 "Xcomp" 0 /
"Fma" 0.146246 "Fmb" 0.147222 "Fmc" 0.036521 "Fmd" 0.367004 "Fel" 0.106286 /
"PFel" 1 "Vd1" 0.7 "Vd2" 0.5 "Frel" 0.8 /
"Pfs" -0.99771 "P1e" 2 "P1c" 0.557361 "P2e" 1 "P2c" 0.442639 "Pfreq" 0 /
"Q1e" 2 "Q1c" -0.5 "Q2e" 1 "Q2c" 1.5 "Qfreq" -1 /
"MtpA" 3 "MtpB" 3 "MtpC" 3 "MtpD" 1 /
"LfmA" 0.75 "RsA" 0.04 "LsA" 1.8 "LpA" 0.12 "LppA" 0.104 /
"TpoA" 0.095 "TppoA" 0.0021 "HA" 0.1 "etrqA" 0 /
"Vtr1A" 0.7 "Ttr1A" 0.02 "Ftr1A" 0.2 "Vrc1A" 1 "Trc1A" 99999 /
"Vtr2A" 0.5 "Ttr2A" 0.02 "Ftr2A" 0.7 "Vrc2A" 0.7 "Trc2A" 0.1 /
"LfmB" 0.75 "RsB" 0.03 "LsB" 1.8 "LpB" 0.19 "LppB" 0.14 /
"TpoB" 0.2 "TppoB" 0.0026 "HB" 0.5 "etrqB" 2 /
"Vtr1B" 0.6 "Ttr1B" 0.02 "Ftr1B" 0.2 "Vrc1B" 0.75 "Trc1B" 0.05 /
"Vtr2B" 0.5 "Ttr2B" 0.02 "Ftr2B" 0.3 "Vrc2B" 0.65 "Trc2B" 0.05 /
"LfmC" 0.75 "RsC" 0.03 "LsC" 1.8 "LpC" 0.19 "LppC" 0.14 /
"TpoC" 0.2 "TppoC" 0.0026 "HC" 0.1 "etrqc" 2 /
"Vtr1C" 0.65 "Ttr1C" 0.02 "Ftr1C" 0.2 "Vrc1C" 1 "Trc1C" 9999 /
"Vtr2C" 0.5 "Ttr2C" 0.02 "Ftr2C" 0.3 "Vrc2C" 0.65 "Trc2C" 0.1 /
"LfmD" 1 "CompPF" 0.98 /
"Vstall" 0.56 "Rstall" 0.1 "Xstall" 0.1 "Tstall" 0.03 /
"Frst" 0.2 "Vrst" 0.95 "Trst" 0.3 /
"fuvr" 0.1 "vtr1" 0.6 "ttr1" 0.02 "vtr2" 1 "ttr2" 9999 /
"Vc1off" 0.5 "Vc2off" 0.4 "Vc1on" 0.6 "Vc2on" 0.5 /
"Th" 15 "Th1t" 0.7 "Th2t" 1.9 "tv" 0.025

```

Schematic Diagram:



Imperial Irrigation District
Protecting the flow of progress.

IID-693 (10-08)

SYSTEM IMPACT STUDY AGREEMENT

IMPERIAL IRRIGATION DISTRICT

System Impact Study Agreement

Imperial Data Center #2 - 80 MW

THIS AGREEMENT is made and entered into this 15th day of April, 2025 by and between Imperial Valley Computer Manufacturing, LLC, a company organized and existing under the laws of the State of Delaware and registered to do business in the state of California ("Interconnection Customer"), and the Imperial Irrigation District an irrigation district organized under the Water Code of the State of California, ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated March 3, 2025; and

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with Transmission Provider's Transmission System or Distribution System; and

WHEREAS, Transmission Provider has completed a Scoping Meeting with Interconnection Customer; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection System Impact Study to assess the impact of interconnecting the Generating Facility to the Transmission System or Distribution System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, unless otherwise defined herein, terms with initial capitalization shall have the meaning specified in the Transmission Provider's Tariff.



Imperial Irrigation District
Protecting the flow of progress.

IID-693 (10-08)
SYSTEM IMPACT STUDY AGREEMENT

- 2.0 Interconnection Customer requests that Transmission Provider prepare an Interconnection System Impact Study consistent with Section 7 of the GIP in accordance with the Tariff. At Transmission Provider's option, Interconnection Customer's Interconnection Request may be studied serially or in a cluster with Interconnection Requests submitted by other Interconnection Customers.
- 3.0 The Interconnection System Impact Study will be based upon the results of the Scoping Meeting and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Sections 4.4.1 and 7.2 of the GIP. When Clustering is used to perform the Interconnection System Impact Study, the Interconnection System Impact Study also will be based upon the results of Scoping Meetings and technical information provided by other interconnection customers in their Interconnection Requests, subject to any modifications in accordance with Sections 4.4.1 and 7.2 of the GIP. Transmission Provider has the right to request additional technical information from Interconnection Customer that Transmission Provider determines is reasonably necessary, consistent with Good Utility Practice, during the course of the Interconnection System Impact Study. Upon request by Transmission Provider, Interconnection Customer shall provide such additional information to Transmission Provider within seven (7) Calendar Days.
- 4.0 Transmission Provider's non-binding, good faith estimate for the time of completion of the Interconnection System Impact Study is December 2024 and Transmission Provider's non-binding, good faith estimate of the cost for completing the Interconnection System Impact Study is \$50,000.00.
- 5.0 If Interconnection Customer, or any other interconnection customer with an Interconnection Request in the same study cluster as the Interconnection Customer's Interconnection Request, modifies its designated Point of Interconnection,



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Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended. Similarly, if the Interconnection Request of another interconnection customer is withdrawn from Transmission Provider's queue or removed from the cluster, the time to complete the Interconnection System Impact Study may be extended.

6.0 Following the completion of the Interconnection System Impact Study, the Transmission Provider shall provide an Interconnection System Impact Study report to Interconnection Customer. Subject to the confidentiality provisions of Section 13.1 of the GIP, this report shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection or, when Clustering is used, as a result of the interconnections of the group of Generating Facilities studied in the cluster;
- identification of any thermal overload or voltage limit violations resulting from the interconnection or, when Clustering is used, resulting from the interconnections of the group of Generating Facilities studied in the cluster;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection or when Clustering is used, resulting from the interconnections of the group of Generating Facilities studied in the cluster; and
- a description and non-binding, good faith estimate of the cost and time to construct facilities projected to be required to interconnect the Generating Facility to the Transmission System or Distribution System, or, when Clustering is used, to interconnect of the group of Generating Facilities studied in the cluster, and to address the identified short circuit, instability, and power flow issues.



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- 7.0 When the Interconnection System Impact Study report is provided to Interconnection Customer, Transmission Provider shall invoice Interconnection Customer for the actual costs of the Interconnection System Impact Study, including Transmission Provider's administrative costs, if any, that are in excess of the applicable deposit amount paid previously by Interconnection Customer in accordance with Section 3.3.1(b) of the GIP. Interconnection Customer shall pay such invoice within thirty (30) Calendar Days of its receipt of the invoice.
- 8.0 Transmission Provider's Interconnection System Impact Study shall not be construed as confirming or endorsing the design, or as any warranty of safety, durability, reliability or suitability of Interconnection Customer's Generating Facility or installation thereof for any use, including the use intended by Interconnection Customer.
- 9.0 This Agreement shall be interpreted and enforced in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in the County of Imperial, California and/or Federal court located in the County of San Diego, California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this section. Each Party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section, and stipulates that the State court located in Imperial County, California, and/or a Federal court located in the Counties of Imperial and San Diego, respectively, California, shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement. Each Party hereby authorizes service of process sufficient for personal jurisdiction



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in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.

- 10.0 Interconnection Customer shall at all times indemnify, defend, and save Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Transmission Provider's performance of its obligations under this Agreement on behalf of Interconnection Customer, except in cases where Transmission Provider is solely negligent.
- 11.0 Transmission Provider shall not be considered to be in default of the provisions of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, Transmission Provider could not avoid. The term uncontrollable forces shall mean any event which results in the prevention or delay of performance by Transmission Provider of its obligations under this Agreement and which is beyond the control of Transmission Provider. The term uncontrollable forces includes, but is not limited to, fire, acts of God, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, or person for any of the supplies, materials, accesses, or services required to be provided by Transmission Provider under this Agreement, strikes, work slowdowns, or other labor disturbances, and judicial constraint. The provisions of this section shall not be interpreted or construed to require Transmission Provider to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. Transmission Provider shall give timely written notice to Interconnection Customer describing the circumstances of uncontrollable forces which prevent the fulfillment of obligation of this Agreement. Transmission Provider shall give timely written notice to the Interconnection



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Customer that the uncontrollable forces which prevented the fulfillment of obligations of this Agreement are no longer present and work has resumed on those obligations.

12.0 Each Party makes the following representations, warranties and covenants:

12.1 Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which it is located, and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

12.2 Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

12.3 The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of the Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.



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12.4 The Party has obtained each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

13.0 All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing, unless otherwise agreed by the Parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, or by electronic mail or electronic facsimile transmission with an original sent immediately thereafter by postage prepaid mail, and properly addressed as follows:

When delivered to Transmission Provider:

Energy Contracts
IMPERIAL IRRIGATION DISTRICT
333 Barioni Blvd.
P.O. Box 937
Imperial, CA 92251
Email: Energycontracts@iid.com

When delivered to Interconnection Customer:

Imperial Valley Computer Manufacturing, LLC
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Email: sebastian@ruccilaw.com

14.0 Either Party may, from time to time, change its representative or address for the purpose of notices to that Party by a similar notice specifying a new representative or address, but no such change shall be deemed to have been given until such notice is actually received by the Party being so notified.



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- 15.0 Where authorized in accordance with Section 4.3 of the GIP, this Agreement may be assigned and, if so assigned, the Agreement, and the rights and obligations thereof, shall be binding upon and shall insure to the benefit of the successors and assigns of the Parties hereto.
- 16.0 This Agreement may be executed in two or more counterparts, by facsimile signature or an e-mail of a PDF signature, each of which is deemed an original but all constitute one and the same instrument.
- 17.0 The Parties may, by mutual agreement, amend this Agreement by a written instrument duly executed by the Parties.
- 18.0 This Agreement is subject to Transmission Provider's Tariff, as may be amended from time-to-time.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Imperial Irrigation District

Signature: _____

Print

Name: Jesus Martinez

Title:

Supt. Gen. of System Planning and Engineering

Date:

04/28/2025



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Imperial Valley Computer Manufacturing, LLC

Signature:

Sebastian Rucci

Print

Name:

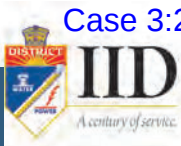
Sebastian Rucci

Title:

Managing Member

Date:

4-15-2025



VERSION: FINAL
OCTOBER 3, 2025



IMPERIAL VALLEY COMPUTER MANUFACTURING LLC, (DATA CENTER #2) SYSTEM IMPACT STUDY

TRANSMISSION PLANNING

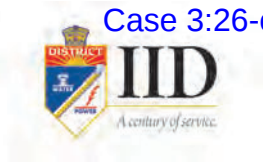
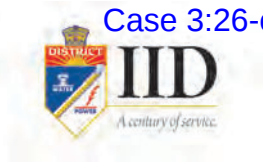


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1. EXECUTIVE SUMMARY

The Imperial Irrigation District (IID) received a request from Imperial Valley Computer Manufacturing LLC (Customer) for the interconnection of their Imperial Data Center Campus #2 (Project) in the Imperial Valley. The facility's proposed Point of Interconnection (POI) to the IID System is at the 92kV 'R' line between IID's El Centro switching station (ECSS) and Central substation. As part of this study, IID evaluated the interconnection of 80 MW of load to assess potential system impacts and infrastructure requirements. Commercial Operation Date (COD) is planned to be in service by the year 2027.

IID's Transmission Planning Department performed a System Impact Study (SIS) to evaluate the potential impact of integrating this Project into the IID transmission system. The study included power flow (steady-state), transient stability, and post-transient stability analysis. The scope of the analyses is to identify the transmission system impacts caused solely by the addition of the project and reinforcements necessary to mitigate the adverse impact of the Project under different system operating conditions. The following scenarios were studied accordingly:

- 2027 Heavy Summer
- 2027 Heavy Summer (Solar reduced)
- 2027 Light Spring (Early morning solar reduced)

Each scenario includes two versions, a pre-case and a post-case including the project load. All cases include all generation with an executed Generation Interconnection Agreement (GIA), planned IID transmission upgrades, as well as anticipated distribution projects as identified in the IID 2024-33 Capital Investment plan. The project was modeled as a new load with a value of 80 MW for the year 2027. The analysis tested the impact of the load addition on the reliability of IID's electrical system.

Note: IID Transmission Planning assumed that the majority of the power required to serve this load would be imported for the purposes of this study. IID currently does not have the capability to reliably support a large-scale load requiring continuous 24-hour service with existing resources. As such, this report does not represent a commitment by IID to serve the requested load.

2. PROJECT DESCRIPTION

The proposed Project consists of a large-scale data center campus, upwards of 80MW, that is to be placed in a land parcel near the 92kV 'R' line between IID's El Centro switching station and Central substation, which will serve as the POI for the Project. The Project had an assumed power factor of 0.99. The Figures 1, 2, & 3 below indicate the single line diagram, geographical location, and site plan of the Project.

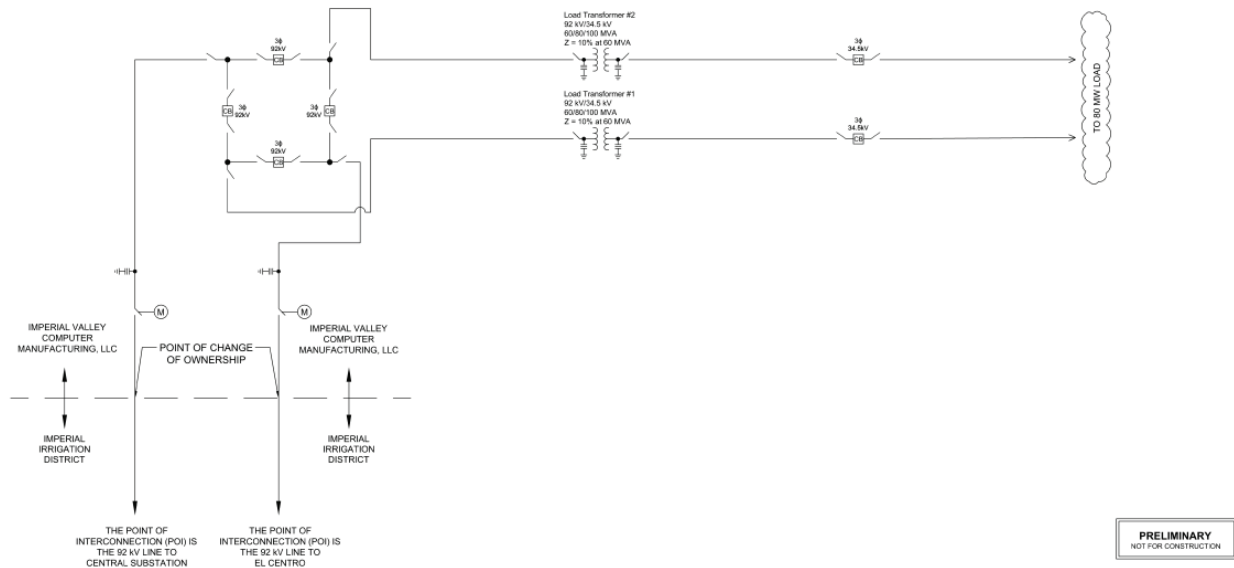


FIGURE 1: PROJECT SINGLE LINE DIAGRAM



3. STUDY DATA ASSUMPTIONS AND METHODOLOGY

3.1 BASE CASES AND ASSUMPTIONS

Various base cases were developed for this assessment with the intent to cover all critical operating scenarios, and to document all potential impacts that could be caused by the implementation of the Project. Any generation that had an executed Generation Interconnection Agreement (GIA), a Power Purchase Agreement (PPA), or a Tolling Agreement with the IID, and the project is in accordance with section 4.0 of IID's Planning Standards was included in the base cases. Distribution projects were included with either an executed Joint Power Agreement (JPA) or a finalized system impact study. The base cases were developed to represent the Heavy Summer operating conditions, representing high load with high generation output. A Heavy Summer sensitivity during the time frame of 1900-2100, representing high load with reduced solar output. Finally, Light Spring sensitivity, during the time frame of 0600-0800, representing moderate load with reduced solar output.

Table 1 below lists the WECC approved base cases that were used to model the IID system:

WECC Seed Case	PSLF Base Case Name	Description
Heavy Summer Peak Scenarios		
25HS4a.sav	27HS_IVCM_Peak_pre.sav	2027 Heavy Summer without Project (pre-case)
	27HS_IVCM_80MW_Peak.sav	2027 Heavy Summer with Project (80MW)
Heavy Summer Solar Reduced Scenarios		
25HS4a.sav	27HS_IVCM_Solar_Reduced_pre.sav	2027 Heavy Summer without Project (pre-case); 20% solar
	27HS_IVCM_80MW_Solar_Reduced.sav	2027 Heavy Summer with Project (80MW); 20% solar
Light Spring Early Morning Solar Reduced Scenarios		
26LSP1Sa.sav	27LSP_IVCM_Solar_Reduced_pre.sav	2027 Light Spring without Project (pre-case); 40% solar
	27LSP_IVCM_80MW_Solar_Reduced.sav	2027 Light Spring with Project (80MW); 40% solar

TABLE 1: SUMMARY OF BASE CASES ANALYZED

The GE PSLF version 23.0.8.2 software was used to analyze the pre and post Project study cases, with respect to the North American Electric Reliability Corporation (NERC) revised NERC TPL-001-5.1 standard, reflecting the use of P0-P7 outage categories and the corresponding WECC system performance criteria. GE PSLF was also used to check for system performance criteria violations in each of the post-Project cases when comparing to the corresponding pre-Project case. GE ProvisoHD was utilized to accumulate the power flow results in order to facilitate the comparison between pre and post Project cases. The base cases developed are designed to reflect the IID electrical system via loads, resources, topology and conditions expected when the project starts operation. While it is impossible to study all the IID transmission system flows and generation levels during all seasons, these pre-Project base cases represent extreme generation and transmission flows that will potentially expose any transmission constraints at the POI. However, the IID cannot guarantee that the Project can operate at its maximum rating year-round without impacting the transmission system, during times and seasons not studied.

3.2 METHODOLOGY

Steady state, transient stability and post-transient reactive margin analysis were performed for this assessment. Table 2 describes the type of analysis completed on each base case.

PSLF Base Case Name	Steady State	Transient Stability	Post Transient
27HS_IVCM_Peak_pre.sav	X	X	X
27HS_IVCM_80MW_Peak.sav	X	X	
27HS_IVCM_80MW_Peak_Mit.sav	X	X	X
27HS_IVCM_Solar_Reduced_pre.sav	X	X	
27HS_IVCM_80MW_Solar_Reduced.sav	X	X	
27HS_IVCM_80MW_Solar_Reduced_Mit.sav	X	X	
27LSP_IVCM_Solar_Reduced_pre.sav	X	X	
27LSP_IVCM_80MW_Solar_Reduced.sav	X	X	
27LSP_IVCM_80MW_Solar_Reduced_Mit.sav	X	X	

TABLE 2: DESCRIPTION OF THE ANALYSIS COMPLETED ON DEVELOPED BASE CASES VIA PSLF

3.2.1 Steady State Contingency Analysis

The assessment considered all of IID's credible single and multiple contingencies, as well as the most severe multiple contingencies within the IID system. External contingencies that are known to cause the most severe impacts to the IID transmission system were analyzed also. The scope of the steady-state analysis consisted of thermal, voltage magnitude and angle difference violations. The full suite of NERC standard TPL-001-5.1 contingency sets, P1-P7, was analyzed.

3.2.2 Transient Stability Analysis

Transient stability analysis is a time-based simulation that assesses the performance of the power system shortly before, during, and after a transient disturbance. Initial conditions are characterized by the power flow case and model equations are used to simulate expected behavior from dynamic elements, such as generators and loads over time. Bus voltage and frequency plots are developed with an emphasis on all BES buses, and various non-BES buses in the IID system. These buses are the following:

➤ **BES Buses**

- Alhambra Switching Station 161kV
- Arkansas Switching Station 161kV
- Avenue 58 161kV
- Calipatria Switching Station 230kV
- Coachella Switching 92kV
- Coachella Valley 92kV
- Coachella Valley 161kV
- Coachella Valley 230kV
- El Centro Switching Station 161kV
- El Centro Switching Station 230kV
- El Centro Switching Station 92kV
- Highline 230kV
- Hudson Ranch 230kV
- Midway 230kV
- Midway 92kV
- Nelson Switching Station 230kV
- Niland 161kV
- Pilot Knob 161kV
- Ramon 230kV
- Sonora Switching Station 230kV
- Yucca 161kV

▪ **Non-BES Buses**

- Ave 42 92kV
- Niland 92kV
- Ramon 92kV
- Ave. 58 92kV
- El Centro 34.5kV
- Blythe 161kV

Bus voltage plots provide a means of detecting out-of-step conditions and are useful to assess the magnitude and duration of post-disturbance voltage dips and peak-to-peak voltage oscillations. The voltage plots also indicate system damping response and the expected bus voltage following the disturbance. Bus frequency plots provide expected magnitude and duration of post-disturbance frequency swings, as well as indicating possible over-frequency or under-frequency conditions. Additionally, IID utilizes a dynamic criteria EPCL script to assist in evaluating if monitored buses meet WECC regional criteria as shown in Figures 4 and 5. The selected critical contingencies listed below in Table 3 were simulated for the transient stability analysis. This contingency list contains the most severe internal and external contingencies.

#	IID Critical Contingencies
1	P1 – Miguel - Eco 500kV Line Fault
2	P1 – Imperial Valley – N. Gila 500kV ck 1 Line Fault
3	P1 – Suncrest – Ocotillo 500kV ck 1 Line Fault
4	P1 – Imperial Valley – Ocotillo 500kV ck 1 Line Fault
5	P1 – Devers - Red Bluff 500kV Line Fault
6	P1 – Colorado River – Palo Verde 500kV Line Fault
7	P1 – Devers - Mirage 230kV Line Fault
8	P4 – Stuck Breaker # 8, Fault at N. Gila 500kV
9	P4 – Stuck Breaker # 9, Fault at N. Gila 500kV
10	P1 - Imperial Valley Data Center - Imperial Valley 230kV Line Fault
11	P1 - El Centro SS. - Imperial Valley Data Center 230kV Line Fault
12	P1 – Ramon Bank #1 92/230kV – Bus Fault / Loss of Transformer
13	P1 – Ramon - Mirage 230kV Line Fault
14	P1 – Coachella Valley - Mirage 230kV Line Fault
15	P1 – Coachella Valley - Midway 230kV Line Fault
16	P1 – Coachella Valley - Ramon 230kV Line Fault
17	P1 – El Centro Bank #1 161/230kV – Bus Fault / Loss of Transformer
18	P1 – El Centro Bank #4 92/230kV – Bus Fault / Loss of Transformer
19	P1 – El Centro Bank #5 92/230kV – Bus Fault / Loss of Transformer
20	P2 – Avenue 58 161kV – Bus Fault
21	P2 – Stuck Breaker El Centro S.S. (CKTB H40) 230kV
22	P2 – Stuck Breaker El Centro S.S. (CKTB H50) 230kV
23	P2 – Stuck Breaker El Centro S.S. (CKTB S10) 230kV
24	P2 – Stuck Breaker El Centro S.S. (CKTB S20) 230kV

25	P2 – Stuck Breaker El Centro S.S. (CKTB AOB, MOB, H20) 161kV
26	P2 – Stuck Breaker El Centro S.S. (CKTB X1EO, LOB) 161kV
27	P2 – Stuck Breaker El Centro S.S. (CKTB X1WO) 161kV
28	P5 – Delayed Fault Clearing at El Centro Steam REPU2
29	P5 – Delayed Fault Clearing at El Centro Steam REPU2 GSU
30	P5 – Delayed Fault Clearing at El Centro S. S. 161kV
31	P6 - Coachella Valley-Mirage & Ramon-Mirage 230kV Line Fault
32	P7 - Devers-Mirage Circuit 1&2 230kV Line Fault
33	P7 - Coachella Valley-Mirage & Coachella Valley-Ramon 230kV Line Fault

TABLE 3: CRITICAL CONTINGENCIES USED FOR TRANSIENT AND POST-TRANSIENT ANALYSIS

3.2.3 Post-Transient Analysis (Reactive Margin)

Post-transient stability analysis was performed on selected buses in the IID transmission system following selected, most severe, and critical outages. Moreover, governor power flow tools were used for the analysis. For each bus assessed, a synchronous condenser was modeled to determine the highest reactive power margin available on that bus. All BES and non-BES buses were monitored.

During post-transient simulations, the following assumptions were used:

- Loads were modeled as constant MVAs, during the post-transient time frame
- Reactive power output of the system swing generator was limited to its maximum capability
- No manual operator intervention was allowed to increase generator MVAR flow
- Remedial actions, such as generator dropping, load shedding, or blocking of automatic generator control were not considered for single outages

Positive reactive margin is desired at all of the buses. For the IID transmission system, the post-transient stability analysis criteria are the following:

- For transfer paths, all P0-P1 events shall demonstrate a positive reactive power margin at a minimum of 105 percent of transfer path flow.
- For transfer paths, all P2-P7 events shall demonstrate a positive reactive power margin at a minimum of 102.5 percent of transfer path flow.
- For load areas, all P0-P1 events shall demonstrate a positive reactive power margin at a minimum of 105 percent of forecasted peak load.
- For load areas, all P2-P7 events shall demonstrate a positive reactive power margin at a minimum of 102.5 percent of forecasted peak load.

Selected critical contingencies listed above in Table 3 were simulated for post-transient stability analysis. These contingencies included the most severe internal and external contingencies.

3.3 MODELING

The following section document the modeling methods used to represent the project in steady state and dynamics analyses.

3.3.1 Power Flow Modeling

Equivalent load of project:

- A 80MW equivalent load on the 92kV IVCM data center bus.

3.3.2 Dynamic Models

WECC approved models from the GE PSLF library was used to represent the Project. For this Project, dynamic stability models included models for the following:

- Commercial and Industrial Load
 - WECC Composite Load Model: **cmpldw**

3.3.3 Remedial Action Scheme Modeling

Various Remedial Action Schemes (RAS) were modeled in conjunction with the various projects included in the base cases. A summary of the internal automatic actions taken are described below:

- South R-Line RAS: Open breaker “RNO” at Dixieland will send a trip signal to Ocotillo Wells Solar.
- North R-Line RAS: Loss of Anza to Oasis and Ave 58 will send a trip signal to Seville 3.
- “K” line SPS: Loss of the “K” line, “N” Line, and the loss of the Niland 92/161kV transformer will send a trip signal to Colgreen.
- Path 42 RAS:
 - Loss of the 230kV “KN” line between Coachella Valley and Mirage and the 230kV “KS” line between Coachella Valley and Ramon will send a trip signal to the identified generation.
 - Loss of the 230kV “KN” line between Coachella Valley and Mirage and the 230kV “KS” line between Ramon and Mirage will send a trip signal to the identified generation.
 - Devers-Mirage 1 & 2: Loss of circuit numbers 1 and 2 will send a trip signal to the identified generation.
- Path 42 RAS N-1:
 - Loss of the 230kV “KN” line between Coachella Valley and Mirage will send a trip signal to the identified generation.
 - Loss of the 230kV “KS” line between Coachella Valley and Ramon will send a trip signal to the identified generation.
 - Loss of the 230kV “KS” line between Ramon and Mirage will send a trip signal to the identified generation.
 - Loss of the 230kV “KN” line between Coachella Valley and Midway will send a trip signal to the identified generation.
 - Loss of the 230kV “KS” line between Coachella Valley and Midway will send a trip signal to the identified generation.
- Coachella Valley – Midway RAS:
 - Loss of the 230kV “KN” line between Coachella Valley and Midway will send a trip signal to the identified generation.
 - Loss of the 230kV “KS” line between Coachella Valley and Midway will send a trip signal to the identified generation.
- Midway Transformer RAS N-1:
 - Loss of either bank #1 or bank #2 92/230kV Transformer at Midway will send a trip signal to the identified generation.
- El Centro 161kV Bus RAS N-1:
 - Loss of the 161kV Bus at El Centro Switching will send a trip signal to the identified generation.

3.4 SYSTEM UPGRADES/MITIGATIONS

- Southern 92kV R-Line Upgraded – Q2 2026 (Ocotillo Mitigation)
- Coachella Valley Switching Station Upgrade – Q2 2026 (TPL-001)
- 45MVAR Reactive Support at Ramon 230kV – Q2 2026 (IPP Mitigation)
- ECSS RAS N-1 – Q3 2025 (IPP Mitigation)
- Midway Transformer RAS – Q4 2025 (IPP Mitigation)

4. STUDY CRITERIA

Grid Reliability Criteria, which incorporates the WECC and NERC planning criteria, was used for this assessment. IID's standards and procedures were followed during the study process.

4.1 NERC RELIABILITY STANDARDS

The need for transmission upgrades and additions was determined in accordance with NERC Reliability Standards. These standards set forth criteria for system performance requirements, which must be met under specific set of operating conditions. The following NERC Reliability Standards are applicable to the Transmission Operators (TOs) as registered NERC Planning Authorities, Transmission Planners, and are the primary standards for the interconnection of new facilities and system performance:

- FAC-001: Facility Connection Requirements
- FAC-002: Coordination of Plans for New Facilities
- TPL-001-5.1: Transmission System Planning Performance Requirements

4.2 WECC RELIABILITY CRITERIA

The WECC TPL system performance criteria, TPL-001-WECC-CRT-4, sets forth additional requirements that must be met under various, but specific set of operating conditions and may be applicable to the TOs as Planning Authorities.

4.3 STEADY STATE STUDY CRITERIA

The system performance, with the addition of the Project, was evaluated under normal conditions and following losses of a single or multiple Bulk Electric System (BES) element(s), as defined by the applicable reliability standards and criteria. Figure 4: Listing of TPL-001-5.1 P1-P7 contingency descriptions summarizes the contingencies per NERC Reliability Standards, and WECC Regional Criteria.

Category	Initial Condition	Event ¹	Fault Type ²	BES Level ³	Interruption of Firm Transmission Service Allowed ⁴	Non-Consequential Load Loss Allowed
P0 No Contingency	Normal System	None	N/A	EHV, HV	No	No
P1 Single Contingency	Normal System	Loss of one of the following: 1. Generator 2. Transmission Circuit 3. Transformer ⁵ 4. Shunt Device ⁶	3Ø	EHV, HV	No ⁹	No ¹²
		5. Single Pole of a DC line	SLG			
P2 Single Contingency	Normal System	1. Opening of a line section w/o a fault ⁷	N/A	EHV, HV	No ⁹	No ¹²
		2. Bus Section Fault	SLG	EHV	No ⁹	No
		3. Internal Breaker Fault ⁸ (non-Bus-tie Breaker)	SLG	HV	Yes	Yes
		4. Internal Breaker Fault (Bus-tie Breaker) ⁸	SLG	EHV	No ⁹	No
P3 Multiple Contingency	Loss of generator unit followed by System adjustments ⁹	Loss of one of the following: 1. Generator 2. Transmission Circuit 3. Transformer ⁵ 4. Shunt Device ⁶	3Ø	EHV, HV	No ⁹	No ¹²
		5. Single pole of a DC line	SLG			
P4 Multiple Contingency (Fault plus stuck breaker ¹⁰)	Normal System	Loss of multiple elements caused by a stuck breaker ¹⁰ (non-Bus-tie Breaker) attempting to clear a Fault on one of the following: 1. Generator 2. Transmission Circuit 3. Transformer ⁵ 4. Shunt Device ⁶ 5. Bus Section	SLG	EHV	No ⁹	No
		6. Loss of multiple elements caused by a stuck breaker ¹⁰ (Bus-tie Breaker) attempting to clear a Fault on the associated bus	SLG	HV	Yes	Yes
P5 Multiple Contingency (Fault plus relay failure to operate)	Normal System	Delayed Fault Clearing due to the failure of a non-redundant relay ¹³ protecting the Faulted element to operate as designed, for one of the following: 1. Generator 2. Transmission Circuit 3. Transformer ⁵ 4. Shunt Device ⁶ 5. Bus Section	SLG	EHV	No ⁹	No
				HV	Yes	Yes
P6 Multiple Contingency (Two overlapping singles)	Loss of one of the following followed by System adjustments: ⁹ 1. Transmission Circuit 2. Transformer ⁵ 3. Shunt Device ⁶ 4. Single pole of a DC line	Loss of one of the following: 1. Transmission Circuit 2. Transformer ⁵ 3. Shunt Device ⁶	3Ø	EHV, HV	Yes	Yes
		4. Single pole of a DC line	SLG	EHV, HV	Yes	Yes
P7 Multiple Contingency (Common Structure)	Normal System	The loss of: 1. Any two adjacent (vertically or horizontally) circuits on common structure ¹¹ 2. Loss of a bipolar DC line	SLG	EHV, HV	Yes	Yes

FIGURE 4: LISTING OF TPL-001-5.1 P1-P7 CONTINGENCY DESCRIPTIONS

4.3.1 Normal Overloads

Normal overloads are those that exceed 100 percent of normal facility rating under NERC Category P0 conditions (no contingencies). Normal overloads are identified in the Reliability Study power flow analysis, in accordance with the Reliability Standard, TPL-001-5.1. It is required that loading of all transmission system facilities be within their normal ratings under NERC Category P0 conditions.

4.3.2 Emergency Overloads

Emergency overloads are those that exceed 100 percent of emergency ratings under NERC and WECC Category P1-P7 contingency conditions. Emergency overloads are identified in the Reliability Study power flow analysis in accordance with Reliability Standards, TPL-001-5.1. It is required that loading of all transmission system facilities be within their emergency ratings under the Category P1-P7 contingency conditions.

4.3.3 Voltage Criteria

A voltage criteria violation occurs if a bus within the transmission system, of each TO, fails to meet the requirements defined in Table 4. For Voltage Criteria, bus voltages are relative to the nominal bus voltages of the system under study.

Voltage Level	Normal Conditions (P0)		Contingency Conditions (P1-P7)		Voltage Deviation	
	VMIN (p.u.)	VMAX (p.u.)	VMIN (p.u.)	VMAX (p.u.)	Load Buses (P1)	Non-Load (P1) & All Buses (P2-P7)
≤200kV	0.95	1.05	0.9	1.1	≤8%	≤10%
≥200kV	0.95	1.05	0.9	1.1	≤8%	≤10%
≥500kV	0.95	1.05	0.9	1.1	≤8%	≤10%

TABLE 1: VOLTAGE CRITERIA

The maximum total voltage deviation for P3 and P6 events will be measured from the voltage that exists after the initial condition and therefore takes into consideration only voltage deviation due to the second event. Buses within the IID controlled grid that cannot meet the requirements in Table 4 will be further investigated.

4.3 TRANSIENT STABILITY DATA

Transient stability analysis is a time-based simulation that assesses the performance of the power system shortly before, during, and quickly following a contingency. Transient stability studies were performed to verify the stability of the system following a system fault. Transient stability analysis was performed based on the WECC Disturbance-Performance Criteria, for selected system contingencies, using Version 23.0.8.2 of the GE PSLF software. Transient stability contingencies were simulated for a minimum of 10 seconds, including 1 second of pre-disturbance data. Unless specified, all faults were modeled as 3-phases with 4 cycles of breaker clearing time. System damping was assessed visually with the aid of stability plots.

4.4.1 Bus Voltage

Bus voltage plots provide a means of detecting out-of-step conditions and are useful to assess the magnitude and duration of post-disturbance voltage dips and peak-to-peak voltage oscillations. The voltage plots also indicate system damping response and the expected bus voltage following the disturbance. WECC Regional Criteria, TPL-001-WECC-CRT-4, requires that the following criteria be applied:

- Following fault clearing, the voltage shall recover to 80% of the pre-contingency voltage within 20 seconds of the initiating event for all P1 through P7 events, and for each applicable BES bus serving load.
- Following fault clearing and voltage recovery above 80%, voltage at each applicable BES bus serving load shall neither dip below pre-contingency voltage, for more than 30 cycles, nor remain below 80% of pre-contingency voltage for more than 2 seconds, for all P1 through P7 events.
- For contingencies without a fault (P2.1 category event), voltage dips at each applicable BES bus serving load shall neither dip below 70% of pre-contingency voltage, for more than 30 cycles, nor remain below 80% of pre-contingency voltage for more than two seconds.
- All oscillations that do not show positive damping within 30-seconds, after the start of the studied event, shall be deemed unstable.

- Figure 5 and 6 represent the acceptable recovery trajectory.

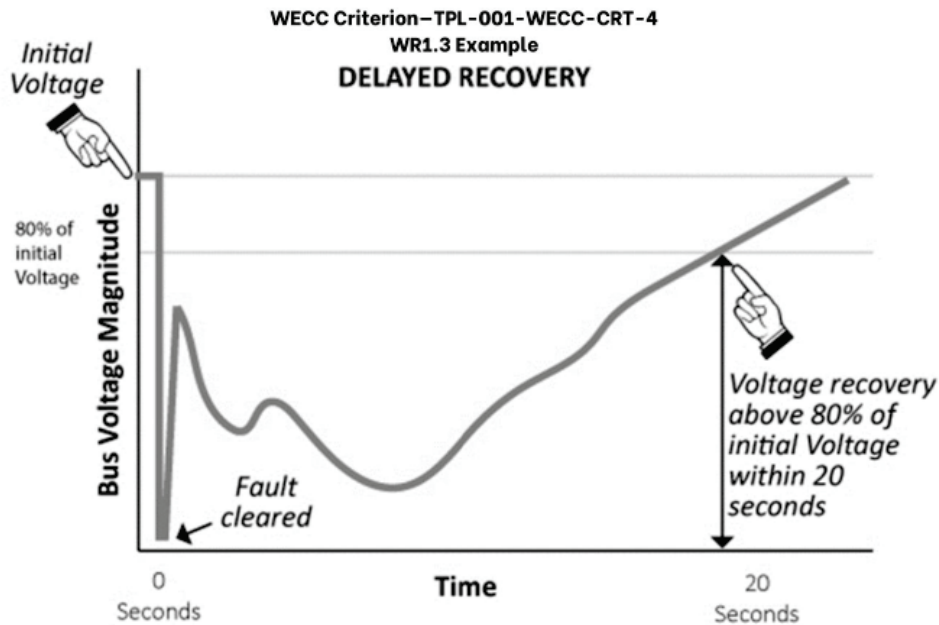


FIGURE 5: WECC DIAGRAM REPRESENTING ADEQUATE VOLTAGE RECOVERY (DELAYED)

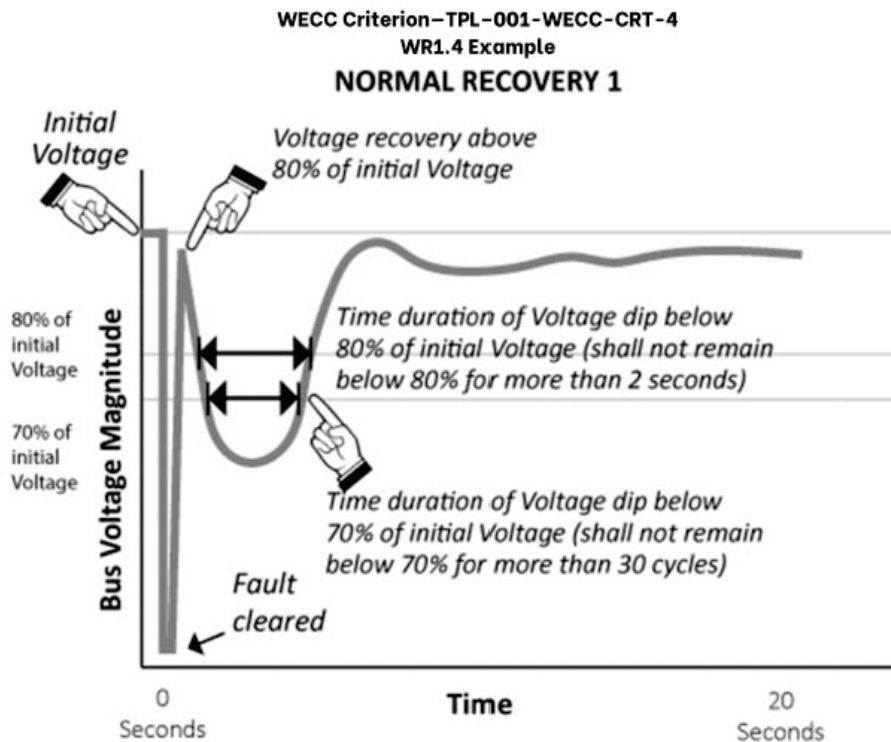


FIGURE 6: WECC DIAGRAM REPRESENTING ADEQUATE VOLTAGE RECOVERY (NORMAL)

4.4.2 Bus Frequency

Bus frequency plots provide expected magnitude and duration of post-disturbance frequency swings, and possible over-frequency or under-frequency conditions. WECC Regional Criteria, TPL-001-WECC-CRT-4, requires that the following be applied:

- All oscillations that do not show positive damping, within 30-seconds, after the start of the studied event, shall be deemed unstable.

4.5 REACTIVE MARGIN CRITERIA

Post-transient stability analysis was performed on selected buses in the IID transmission system, following selected critical outages. For each bus assessed, a synchronous condenser was modeled to extract reactive power, until the point where voltage collapse occurs. The maximum reactive power consumed prior to the voltage collapse is determined. Positive reactive margin is desired at all buses.

5. STUDY RESULTS

This System impact study modeled the new load with a total of 80MW for summer and light spring scenarios. The following analysis tested the impact of the load addition on the reliability of IIDs electrical system.

5.1 POWER FLOW ANALYSIS:

Power flow analysis was performed using the base cases identified in Table 1, under Section 3. System thermal and voltage performance were tested during normal and emergency (contingency) conditions, in order to compare pre-Project and post-Project scenarios. Identified impacts, if any, are caused solely by this Project.

Thermal and voltage performance of the system was evaluated for base cases under normal, (P0), single element outage, (P1, P2), and selected multiple element outages, (P3-P7). Thermal loadings were reported when a model transmission component was loaded above 95% of its continuous MVA rating, (P0), and above 95% of its emergency rating, (P1-P7). Generally, the concerns are raised when an element is found loaded above 100% of its normal or emergency rating; however, 95% was chosen to identify circuits that are also at the edge of an overload. Moreover, such circuits need to be closely monitored and can be placed as potential candidates for future upgrades.

Transmission voltage violations for normal, (P0), conditions were reported when per unit voltages were less than 0.95 or greater than 1.05. Transmission voltage violations, following single or multiple outages, were reported when per unit voltages were less than 0.90 or greater than 1.1. Voltage deviations were recorded whenever these deviations were greater than 8% for load serving buses and 10% non-load serving buses.

The steady state study results for each of the cases is described in the following sections, while the complete results can be found in Appendix B.

5.1.1 (2027) Heavy Summer Peak

5.1.1.1 Voltage and Thermal Performance

- The project caused buses in the base case to experience voltage exceedances or deviations with respect to voltage criteria on Table 4.

- The project caused thermal violations in IID's system. Thermal issues were found under P-1 and P-2 contingencies. The impacted elements include the following:
 - 92kV 'R' Line Dixieland Prison to Central
 - 92kV 'R' Line Dixieland to Dixieland Prison

5.1.2 (2027) Heavy Summer Peak Solar Reduced 20%

5.1.2.1 Voltage and Thermal Performance

- The project caused buses in the base case to experience voltage exceedances or deviations with respect to voltage criteria on Table 4.
- The project caused thermal violations in IID's system. Thermal issues were found under P-1 and P-2 contingencies. The impacted elements include the following:
 - 92kV 'R' Line Dixieland Prison to Central
 - 92kV 'R' Line Dixieland to Dixieland Prison

5.1.3 (2027) Light Spring Solar Reduced 40%

5.1.3.1 Voltage and Thermal Performance

- The project caused buses in the base case to experience voltage exceedances or deviations with respect to voltage criteria on Table 4.
- The project did not cause thermal violations in IID's system.

5.2 TRANSIENT STABILITY ANALYSIS

Transient stability was performed on the Heavy Summer and Light Spring pre- and post- Project base cases.

5.2.1 (2027) Heavy Summer Transient Stability Results

Simulation results showed that the Project did not cause impacts on IID system stability under any of the simulated contingencies.

Refer to Appendix C for the 2027 Heavy Summer Transient pre and post stability plots.

5.2.2 (2027) Heavy Summer Solar Reduced Transient Stability Results

Simulation results showed that the Project did not cause impacts on IID system stability under any of the simulated contingencies.

Refer to Appendix D for the 2027 Heavy Summer Solar Reduced transient pre and post stability plots.

5.2.3 (2027) Light Spring Solar Reduced Transient Stability Results

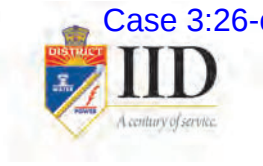
Simulation results showed that the Project did not cause impacts on IID system stability under any of the simulated contingencies.

Refer to Appendix D for the 2027 Light Spring Solar Reduced transient pre and post stability plots.

5.3 POST TRANSIENT STABILITY AND REACTIVE POWER MARGIN: HEAVY SUMMER

Post-transient stability was performed on selected buses in IID transmission system following selected critical outages. Results show that the Project did not cause impacts on IID System reactive margin under any of the simulated contingencies

Refer to Appendix E for complete post-transient voltage (reactive margin) results.



6. CONCLUSION

The System Impact Study modeled the new load with a total of 80MW for summer and light spring scenarios. The following analysis tested the impact of the load addition on the reliability of IID's electrical system. The Project's POI is located on the 92kV 'R' Line between IID's El Centro substation and Central substation. The study evaluated different seasons and generation scenarios for the Project's target year, using Heavy Summer and Light Spring cases. The steady state, transient, and post-transient analyses indicated that the Project can be deemed feasible. Nevertheless, the addition of the Project causes P-1 and P-2 overloads in different sections of IID's system in Heavy Summer scenarios. Below are the findings and impacted elements for this loading scenario:

80 MW load:

- 92kV 'R' Line Dixieland Prison to Central
- 92kV 'R' Line Dixieland to Dixieland Prison

Due to these impacted elements, the Project can be deemed feasible with some transmission infrastructure upgrades. The following upgrades must be installed in the new IVCN substation:

- One static var device rated 75 MVAR, configured in three switching blocks of 25MVAR each for reactive power support and voltage stability.

Please note that IID currently does not have the capability to reliably support a large-scale load requiring continuous 24-hour service. As such, this report does not represent a commitment by IID to serve the amount of requested load.



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IID-691 (10-14)

INTERCONNECTION FACILITIES STUDY AGREEMENT

IMPERIAL IRRIGATION DISTRICT Interconnection Facilities Study Agreement

Imperial Data Center #1 – 250 MW

THIS AGREEMENT is made and entered into this 11th day of September, 2025, by and between Imperial Valley Computer Manufacturing, LLC, a limited liability company organized and existing under the laws of the State of California, ("Interconnection Customer,") and the Imperial Irrigation District an irrigation district organized and existing under the Water Code of the State of California, ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Facility or capacity addition to an existing Facility consistent with the submitted documentation by Interconnection Customer dated April 15, 2025; and

WHEREAS, Interconnection Customer desires to interconnect the Facility with Transmission Provider's Transmission System or Distribution System;

WHEREAS, Transmission Provider has completed an Interconnection System Impact Study (the "System Impact Study") and provided the results of said study to Interconnection Customer; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Facility or, when Clustering is used by the Transmission Provider, a group of Facilities, to the Transmission System or Distribution System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:



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IID-691 (10-14)

INTERCONNECTION FACILITIES STUDY AGREEMENT

- 1.0 When used in this Agreement, unless otherwise defined herein, terms with initial capitalization shall have the meaning specified herein.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause an Interconnection Facilities Study consistent with the terms of this Agreement.
- 3.0 At the time of execution of this Agreement, Interconnection Customer shall provide to Transmission Provider all data requested in the Transmission Customer Service Proposal (TCSP) Application. Transmission Provider has the right to request additional technical information from Interconnection Customer that Transmission Provider determines is reasonably necessary, consistent with Good Utility Practice, during the course of the Interconnection Facilities Study. Upon request by Transmission Provider, Interconnection Customer shall provide such additional information to Transmission Provider within seven (7) Calendar Days.
- 4.0 The Interconnection Facilities Study will be based upon the results of the Interconnection System Impact Study and the technical information provided by Interconnection Customer. When Clustering is used to perform the Interconnection Facilities Study, the Interconnection Facilities Study also will be based upon technical information provided by other interconnection customers with Interconnection Requests in the cluster.
- 5.0 Transmission Provider's non-binding, good faith estimate for the time of completion of the Interconnection Facilities Study is 90 days and Transmission Provider's non-binding, good faith estimate of the cost for completing the Interconnection Facilities Study is \$70,000 which is due upon execution of the Interconnection Facilities Study Agreement.
- 6.0 If Interconnection Customer, or any other interconnection customer with an Interconnection Request in the same study cluster as the



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INTERCONNECTION FACILITIES STUDY AGREEMENT

Interconnection Customer's Interconnection Request, modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection Facilities Study may be extended. Similarly, if the Interconnection Request of another interconnection customer is withdrawn from Transmission Provider's queue or removed from the cluster, the time to complete the Interconnection Facilities Study may be extended.

- 7.0 Following the completion of the Interconnection Facilities Study, the Transmission Provider shall provide an Interconnection Facilities Study report to Interconnection Customer. This report: (i) shall provide a description, estimated cost, and estimated schedule for the construction of facilities projected to be required to interconnect the Facility or, when Clustering is used the group of Facilities to the Transmission System or Distribution System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 8.0 When the Interconnection Facilities Study report is provided to Interconnection Customer, Transmission Provider shall invoice Interconnection Customer for the actual costs of the Interconnection Facilities Study, including Transmission Provider's administrative costs, if any, that are in excess of the applicable deposit amount paid previously by Interconnection Customer. Interconnection Customer shall pay such invoice within thirty (30) Calendar Days of its receipt of the invoice
- 9.0 Transmission Provider's Interconnection Facilities Study shall not be construed as confirming or endorsing the design, or as any warranty of safety, durability, reliability or suitability of Interconnection Customer's Generating Facility or installation thereof for any use, including the use intended by Interconnection Customer.



- 10.0 This Agreement shall be interpreted and enforced in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in the County of Imperial, California and/or Federal court located in the County of San Diego, California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this section. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section, and stipulates that the State court located in Imperial County, California, and/or Federal court located in the Counties of Imperial and San Diego, respectively, California, shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement. Each Party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.
- 11.0 Interconnection Customer shall at all times indemnify, defend, and save Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Transmission Provider's performance of its obligations under this Agreement on behalf of the Transmission Customer, except in cases where Transmission Provider is solely negligent.
- 12.0 Transmission Provider shall not be considered to be in default of the provisions of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of



which, by the exercise of reasonable diligence, Transmission Provider could not avoid. The term uncontrollable forces shall mean any event which results in the prevention or delay of performance by Transmission Provider of its obligations under this Agreement and which is beyond the control of Transmission Provider. The term uncontrollable forces includes, but is not limited to, fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, or person for any of the supplies, materials, accesses, or services required to be provided by Transmission Provider under this Agreement, strikes, work slowdowns, or other labor disturbances, and judicial constraint. The provisions of this section shall not be interpreted or construed to require Transmission Provider to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. Transmission Provider shall give timely written notice to Interconnection Customer describing the circumstances of uncontrollable forces which prevent the fulfillment of obligation of this Agreement. Transmission Provider shall give timely written notice to Interconnection Customer that the uncontrollable forces which prevented the fulfillment of obligations of this Agreement are no longer present and work has resumed on those obligations.

13.0 Each Party makes the following representations, warranties and covenants:

13.1 Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which it is located, and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.



13.2 Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

13.3 The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of the Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

13.4 The Party has obtained each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

14.0 All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing, unless otherwise agreed by the Parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, or by electronic mail or electronic facsimile transmission with an original sent immediately thereafter by postage prepaid mail, and properly addressed as follows:



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IID-691 (10-14)

INTERCONNECTION FACILITIES STUDY AGREEMENT

When delivered to Transmission Provider:

Energy Contracts
IMPERIAL IRRIGATION DISTRICT
333 Barioni Blvd.
P.O. Box 937
Imperial, CA 92251
Email: Energycontracts@iid.com

When delivered to Interconnection Customer:

Imperial Valley Computer Manufacturing, LLC
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Email: sebastian@ruccilaw.com

- 15.0 Either Party may, from time to time, change its representative or address for the purpose of notices to that Party by a similar notice specifying a new representative or address, but no such change shall be deemed to have been given until such notice is actually received by the Party being so notified.
- 16.0 This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 17.0 The Parties may, by mutual agreement, amend this Agreement by a written instrument duly executed by the Parties.



Imperial Irrigation District
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IID-691 (10-14)

INTERCONNECTION FACILITIES STUDY AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Imperial Irrigation District

Signature: _____

Digitally signed by Martinez, Jesus
Date: 2025.09.11 17:10:24 -07'00'

Print

Name: _____

Jesus Martinez

Title: _____

Supt. Gen. System Planning and Engineering

Date: _____

9/11/2025

Interconnection Customer Imperial Valley Computer Manufacturing, LLC

Signature: _____

Print

Name: _____

Sebastian Rucci

Title: _____

Managing Member

Date: _____

9-03-2025



Sebastian Rucci <sebastian@ruccilaw.com>

Proposal for Temporary Supply of Load from CAISO Wholesale Market

1 message

Sebastian Rucci <sebastian@ruccilaw.com>

Thu, Oct 2, 2025 at 10:32 AM

To: Jamie Asbury <jlasbury@iid.com>

Cc: "Smelser, Matthew H" <mhsmelser@iid.com>, prodriguez@iid.com, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Ambriz, Jose-Said" <JAmbriz@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <msgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Olivo, Lauren" <lolivo@iid.com>, Carl Stills <cestills@sbcglobal.net>, Tom DuBose <tom@dubosedesigngroup.com>

Dear Mrs. Asbury,

I've attached a proposal requesting that IID consider the possibility of temporarily supplying energy on a short-term basis from CAISO markets (Day Ahead and/or Real-Time). We are not requesting direct procurement of energy outside of IID's balancing authority. Under this proposal, IID faces no stranded investment risk, no credit risk, and no operational burden, while being compensated for its services through a cost-plus framework.

We would set up a dedicated account for IID to draw from for paying for CAISO energy purchases, transmission charges, and all related costs. This ensures no credit risk or exposure to IID. The draw account would be continuously replenished. If energy is unavailable, we would meet the load with the on-site emergency generators.

The arrangement is a cost-plus model with upside for IID. IID will receive a fee for scheduling coordinator time and expenses, the OATT transmission rate, and an administrative markup. We estimate this to be over \$22 million in positive annual revenue to IID. This is more than twice the cost to the data center if only the OATT rate were to apply. There is no financial risk to IID. All economic and reliability risk is borne solely by the data center, which will absorb all energy, capacity, and administrative costs. This allows the \$10 billion data center to proceed while long-term PPAs are secured. This will generate permanent jobs, tax revenue, and demand for future renewable generation in the valley.

If the numerous positive benefits of this arrangement meet with your approval. In that case, we request that IID approve a temporary market-sourced supply arrangement under OATT § III.30.6, with all risks and costs to be borne by the data center. If you agree, we are also requesting that IID conduct a sensitivity analysis to identify feasible import paths for CAISO market energy and assess the available transmission import capability from geothermal areas. We are also requesting that IID establish applicable markup, scheduling coordinator cost recovery, and administrative fees.

Carl Stills has arrived at this proposal, and if you have concerns, please let us know. We are confident that we can arrive at a solution acceptable to IID. You have the power to make this data center a reality. We respectfully urge IID to adopt this short-term bridging mechanism to enable the data center to proceed while long-term PPAs are secured.

Sincerely,

Sebastian Rucci
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

 **Memo Temporary Supply Energy from Wholesale Market.pdf**
66K

TEMPORARY SUPPLY OF 330 MW LOAD FROM CAISO WHOLESALE MARKET

EXECUTIVE SUMMARY

PURPOSE: Imperial Valley Computer Manufacturing (IVCM) is developing a 330 MW AI data center in Imperial County (Google as anchor tenant). Long-term power contracts with in-valley resources (e.g., geothermal, solar) will take several years to complete. This agreement provides a temporary bridge solution: IID procures energy from the CAISO market on IVCM's behalf, ensuring the project moves forward immediately.

KEY FEATURES

- IID acts as Scheduling Coordinator and Load-Serving Entity
- Energy is bought from CAISO Day-Ahead or Real-Time markets
- IID delivers power to the data center under its balancing authority
- Generate new revenue for IID with zero risk

ZERO RISK TO IID

- IVCM funds a draw account in advance.
- Draw account used to pay for all CAISO costs, transmission charges, and staff time.
- IVCM replenishes the account daily/weekly.

RELIABILITY PROTECTION

- IID has no obligation to curtail other customers or assume reliability risk.
- If CAISO energy is unavailable, IVCM uses on-site BESS and emergency generators.
- IID maintain full control under its OATT authority

REVENUE STREAM FOR IID (Full Cost Recovery + Markup)

- All CAISO energy costs
- IID's OATT transmission rate
- IID's Scheduling Coordinator costs
- Administrative markup (additional revenue for IID)

BENEFITS TO IID & IMPERIAL VALLEY

- No Financial Exposure to IID, all costs are paid up front.
- IID collects transmission fees, scheduling charges, and markup.
- Creates demand for new geothermal and renewable generation in IID's service area.
- Support a transformational economic project. Enables a \$10B+ data center project, with permanent jobs, tax revenue, and long-term load growth.

BACKGROUND: IVCN respectfully requests that IID examine the possibility of temporarily supplying energy on a short-term basis from CAISO markets (Day Ahead and/or Real Time). IVCN is not requesting to directly procure energy outside of IID's balancing authority. IID has the authority under its Open Access Transmission Tariff to secure arrangements for resources not physically interconnected with IID's transmission system. The proposal ensures IID faces no stranded investment risk, no credit risk, and no operational burden, while being compensated for its services through a cost-plus framework.

PROPOSED COMMERCIAL STRUCTURE

A. DRAW ACCOUNT MECHANISM

Continuously fund dedicated account is set up from which IID may draw to pay for CAISO energy purchases, transmission charges, and all related costs. This ensures no credit risk or exposure to IID. Dedicated draw account that is continuously replenished allows IID to pay:

- CAISO market purchases (energy and capacity, if applicable)
- Transmission charges
- Scheduling coordinator costs
- OATT Rate Application: IID's existing OATT transmission rate applied.
- Administrative Markup: IID may determine and impose an additional administrative premium for its role in facilitating the transaction.

B. NO RELIABILITY BURDEN IS PLACED ON IID

- If CAISO energy is unavailable (a rare event, documented only once in the past three years), IVCN will meet load with on-site batteries and emergency generators.
- IID's system reliability is thus protected, and the arrangement cannot result in unserved load to IID's native customers.

C. FULL COST RECOVERY + ADMINISTRATIVE PREMIUM

The arrangement is a cost-plus model with upside for IID.

- IID will receive a fee for scheduling coordinator time and expenses,
- IID will receive the OATT transmission rate, and
- IID will receive an administrative markup for handling

D. BENEFITS TO IID AND IMPERIAL VALLEY

- No Financial Risk to IID. All financial and reliability risk is borne solely by data center which will absorb all energy, capacity, and administrative costs.
- Positive Revenue Stream to IID from the OATT rates, scheduling charges, and an administrative markup.

- The request is consistent with Section III.30.6's directive for IID to use “reasonable efforts” to assist network customers in arranging delivery of energy.
- The \$10 billion data center will generate permanent jobs, tax revenue, and demand for future renewable generation. IID will benefit from expanded generation in-valley.

REQUESTED ACTION

- Conduct Sensitivity Analyses: Identify feasible import paths for CAISO market energy and available transmission import capability from geothermal areas.
- Develop Rate Structure: Establish applicable markup, scheduling coordinator cost recovery, and administrative fees.
- Adopt Bridging Framework: Approve a temporary market-sourced supply arrangement under OATT § III.30.6, with all risks and costs borne by IVCN.

GOVERNING LEGAL FRAMEWORK

A. IID's OATT – Section III.30.6

Section III.30.6, Transmission Arrangements for Network Resources Not Physically Interconnected with the Transmission Provider, provides: “The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider’s Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements ...” This language contemplates exactly the present situation: a Network Customer seeking delivery from a non-interconnected resource, with the Transmission Provider tasked with reasonable assistance.

B. IID's POLICY ON DIRECT ACCESS

IVCM acknowledges that IID does not permit Direct Access. The proposed arrangement does not constitute Direct Access. IID, as Load-Serving Entity and Balancing Authority, would remain the energy procurer of record, purchasing energy through CAISO markets (Day-Ahead or Real-Time) and delivering it under its balancing authority. IVCN bears all costs, ensuring IID's tariff integrity and avoiding a precedent that undermines IID's retail service exclusivity.

CONCLUSION

IID has clear authority under its OATT to assist Network Customers in securing arrangements for non-interconnected resources. IVCN's proposal operationalizes this authority in a manner that is cost-neutral, risk-free, and beneficial to IID and the Imperial Valley community. We respectfully urge IID to adopt this short-term bridging mechanism to enable the Aten Road Data Center to proceed while long-term PPAs are finalized.

APPENDIX – SUPPORTING AUTHORITIES AND FRAMEWORK

A. IID OATT Excerpts

Section III.30.6 – Transmission Arrangements for Network Resources Not Physically Interconnected

“The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider's Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements ...”

Section III.28.2 – Designated Resources

Provides that a Network Customer may designate Network Resources not physically interconnected with the Transmission Provider's Transmission System, subject to the Network Customer arranging delivery and the Transmission Provider assisting.

Section III.30.1 – General Principles

Confirms that service is provided for the purpose of serving designated Network Load and that Transmission Provider must act in a manner consistent with OATT obligations.

B. Risk Allocation Summary

- Financial Risk: 100% borne by IVCN.
- Credit Risk: Eliminated by draw account mechanism.
- Reliability Risk: None to IID (IVCM covers via on-site backup).
- Proposal is consistent with IID OATT § III.30.6; does not constitute Direct Access.

C. Suggested IID Next Steps

1. Sensitivity Analysis:

- Map feasible CAISO import paths (Day-Ahead and Real-Time markets).
- Analyze import capability from geothermal area.

2. Rate Setting:

- Establish administrative markup percentage and scheduling coordinator cost schedule.

3. Formalize Bridging Agreement:

- Enter into a short-term “Bridging Energy Agreement” under OATT umbrella.

Annual Revenue to IID

Annual Energy	330	MW	x	8,760	hrs	=	2,890,800	MWhr
IID OATT Rate	\$3.38	\$/MWhr	x	2,890,800	MWhr	=	\$9,770,904	
Scheduling Coordinator Rate	\$0.29	\$/MWhr	x	2,890,800	MWhr	=	<u>\$838,332</u>	
Total Annual IID Revenue SCR + OATT							=	\$10,609,236
Avg Wholesale CAISO cost	\$52.34	\$/MWhr	x	2,890,800	MWhr	=	\$151,304,472	
CAISO TAC cost	\$14.08	\$/MWhr	x	2,890,800	MWhr	=	<u>\$40,702,464</u>	
Total CAISO + TAC							=	\$192,006,936
IID Administrative Mark Up	6.0%		x	\$192,006,936		=	\$11,520,416	
Total Annual IID Revenue							=	\$22,129,652



Sebastian Rucci <sebastian@ruccilaw.com>

Proposal for Temporary Supply of Load from CAISO Wholesale Market

Asbury, Jamie <jlasbury@iid.com>

Tue, Oct 14, 2025 at 9:05 AM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: "Smelser, Matthew H" <mhsmelser@iid.com>, "Rodriguez, Paul" <prodriguez@iid.com>, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Ambriz, Jose-Said" <JAmbriz@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <msgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Olivo, Lauren" <lolivo@iid.com>, Carl Stills <cestills@sbcglobal.net>, Tom DuBose <tom@dubosedesigngroup.com>, "Holbrook, Geoffrey" <gpholbrook@iid.com>, "wstrumpfer@gmail.com" <wstrumpfer@gmail.com>

Dear Mr. Rucci:

Thank you for your recent energy service option proposal for the Imperial Valley Computer Manufacturing, LLC data center project (Project). IID appreciates your efforts to advance this initiative. However, the proposed service plan does not comply with the IID Open Access Transmission Tariff (OATT). The IID OATT aligns with the Federal Energy Regulatory Commission (FERC) regulations, specifically Order No. 888, issued in 1996, which mandate non-discriminatory access to transmission systems and standardized interconnection processes to ensure grid reliability and fairness. These rules govern all interconnections to IID's transmission system, including IID-owned facilities. The OATT ensures equitable treatment for all interconnection requests, and IID is obligated to adhere to this standardized process without exception.

The OATT requires project developers to secure sufficient transmission capacity to serve wholesale loads within IID's network transmission system. Your reference to Network Integration Transmission Service, Section 30.6, appears to be a misinterpretation, as the OATT mandates arranging necessary transmission capacity for your Project from a generation source to the load. Currently, over 3,000 MW of transmission service reservations have been submitted and are being analyzed by the IID, primarily for battery energy storage systems. These reservation requests are in queue for access to the California Independent System Operator (ISO) system at two separate inter-tie points with the IID. Most of these reservations are tied to projects with executed generator interconnection agreements and approved environmental entitlements. Short-term transmission service is available through IID's Open Access Same-time Information System (OASIS) on a daily or weekly basis, subject to securing capacities through a "first come-first serve" process.

It is critical to distinguish between wholesale and retail services in this context. Wholesale services, governed by the OATT and FERC regulations, involve the transmission of energy across IID's system to serve large-scale loads, such as your data center, typically delivery of energy to other utilities or entities. These services require adherence to standardized interconnection and transmission reservation processes to ensure non-discriminatory access to the grid. In contrast, retail services

involve the direct sale and delivery of energy to end-use customers, such as residential or commercial consumers, and are managed under IID's retail tariffs, which are separate from OATT requirements.

Your Project, **as proposed**, is a large-scale load seeking interconnection to IID's transmission system, falls under wholesale services and must comply with OATT protocols. IID is legally obligated to treat all wholesale interconnection requests equitably, and we cannot circumvent these processes, as they are rooted in FERC mandates and industry standards for maintaining grid stability. Any generation impacting the Bulk Electric System must undergo rigorous studies to ensure grid reliability, consistent with industry standards for which IID is accountable.

The feasibility study for your Project identifies available capacity at the proposed point of interconnection to IID's transmission system, marking the initial step in the interconnection process. However, upon review of your interconnection application, we noted the omission of critical generator data. This omission constitutes a material modification, requiring reanalysis that includes the 300MW of behind the meter generation. This step is critical, as your proposed data center will interconnect to IID's Bulk Electric System, a vital component of the western electric grid.

To proceed with your amended request, IID will require (at a minimum) the following:

1. An updated interconnection application, including dynamic gas generation models in GE PSLF format.
2. A transmission service application specifying the generating facility's point of interconnection to the data center's load point of interconnection. This must be submitted via IID's OASIS platform, which manages transmission service requests in accordance with FERC orders. Upon submission, your request will be assigned a queue position and reference number for study purposes.
3. Generation interconnection request queue information designating the generation as a network resource serving your network load, accompanied by a written letter from the generation project owner confirming the transmission network configuration.
4. If a new generator interconnection application is required, the next study cycle opens in January 2026.

Your Project's development involves multiple phases, including load and generation planning. While environmental permitting is critical, securing transmission capacity and energy access is equally essential. Should your Project necessitate upgrades to IID's transmission network to serve a specific location, your organization is responsible for the associated environmental permitting of those facilities.

IID supports your data center Project and is committed to facilitating the interconnection process within the framework of FERC and OATT requirements. Upon receipt of the requested information, we will diligently process your application in accordance with OATT study timelines. For further assistance or to submit the

required materials, please contact Mrs. Lauren Olivo, Manager of Energy Business & Regulatory Compliance Programs at (760) 482-3448 or lolivo@IID.com.

Best regards,



Jamie L. Asbury
General Manager
IMPERIAL IRRIGATION DISTRICT
333 E Barioni Blvd, Imperial CA 92251
(760) 339-9477 | email: jlasbury@IID.com
Mobile (760) 791-7471

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From: Sebastian Rucci <sebastian@ruccilaw.com>

Sent: Thursday, October 2, 2025 10:32 AM

To: Asbury, Jamie <jlasbury@IID.com>

Cc: Smelser, Matthew H <mhsmelser@IID.com>; Rodriguez, Paul <prodriguez@IID.com>; Hamilton, Timothy L <TLHamilton@IID.com>; Gutierrez, Noe R <NRGutierrez@IID.com>; Ambriz, Jose-Said <JAmbriz@IID.com>; Martinez, Jesus <jamartinez@IID.com>; Garcia, Matthew <msgarcia@IID.com>; Sampedro, Daniel <dsampedro@IID.com>; Olivo, Lauren <lolivo@IID.com>; Carl Stills <cestills@sbcglobal.net>; Tom DuBose <tom@dubosedesigngroup.com>

Subject: Proposal for Temporary Supply of Load from CAISO Wholesale Market

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Sebastian Rucci <sebastian@ruccilaw.com>

Proposal for Temporary Supply of Load from CAISO Wholesale Market

Sebastian Rucci <sebastian@ruccilaw.com>

Tue, Oct 14, 2025 at 10:56 AM

To: "Asbury, Jamie" <jlasbury@iid.com>

Cc: "Smelser, Matthew H" <mhsmelser@iid.com>, "Rodriguez, Paul" <prodriguez@iid.com>, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Ambriz, Jose-Said" <JAmbriz@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <mmsgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Olivo, Lauren" <lolivo@iid.com>, Carl Stills <cestills@sbcglobal.net>, Tom DuBose <tom@dubosedesigngroup.com>, "Holbrook, Geoffrey" <gpholbrook@iid.com>, "wstrumpfer@gmail.com" <wstrumpfer@gmail.com>

Dear Mrs. Asbury,

As you mentioned in our previous meeting, the IID could provide approximately 50 MW. That is sufficient for a cloud storage data center. We could reduce the data center loan, and it will become a small data center. Instead, we have made significant efforts—at considerable expense—to secure a larger capacity for an AI data center, which requires 250 MW. Our proposal to the IID eliminates financial risk to the district, as it comprehensively covers all associated costs. Per our calculation, this provides twice the payment to the IID than under the OATS. We estimate at least \$22 million per year. We are not seeking special treatment; we aim to pay our way. We could be wrong, but the IID has the authority to establish special rates for large loads, should it wish to accommodate such a transformative project.

Regarding the concern about "omission of critical generator data" in our application, we have been engaged in discussions with IID and Power Engineers for over a year, through multiple studies and technical exchanges. At no point have the backup generators been tied to the grid—they never have been, and never will be. Likewise, the onsite batteries are not designed to export power to the grid. This project represents a large load only, and that is precisely how our application has been prepared, submitted, and processed by the IID. We therefore find it difficult to understand why a re-application would be necessary for backup equipment that is not grid-connected.

The proposed AI data center represents a \$10 billion investment in the Imperial Valley, offering substantial economic and technological benefits to the region. If the IID, under your leadership, wishes to advance this opportunity, we would like to have another meeting to discuss a clear and positive path forward. Following our last meeting, we listened carefully to IID's concerns and submitted a proposal specifically designed to address them. If, however, there are other—perhaps unstated—reasons why such a transformative project is not desired in the Valley, it would be best to clarify that now, as we are concurrently advancing discussions to locate the data center on tribal land in other jurisdictions. As I stated previously, we are eager to address any concerns to IID's satisfaction.

We look forward to meeting at your convenience to work toward an outcome that benefits both IID and the Imperial Valley community. Speed of approval remains critical, as large-scale data center investments are rapidly moving to business-friendly states such as Texas and beyond.

Sincerely,

Sebastian Rucci
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
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Sebastian Rucci <sebastian@ruccilaw.com>

Proposal for Temporary Supply of Load from CAISO Wholesale Market

Asbury, Jamie <jlasbury@iid.com>

Fri, Oct 17, 2025 at 8:30 AM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: "Smelser, Matthew H" <mhsmelser@iid.com>, "Rodriguez, Paul" <prodriguez@iid.com>, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Ambriz, Jose-Said" <JAmbriz@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <msgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Olivo, Lauren" <lolivo@iid.com>, Carl Stills <cestills@sbcglobal.net>, Tom DuBose <tom@dubosedesigngroup.com>, "Holbrook, Geoffrey" <gpholbrook@iid.com>, "Strumpfer, Wayne K" <wkstrumpfer@iid.com>

Thank you for your email. We look forward to your presentation to the IID board next week.

In the interim, the information below may be helpful. My communication to you was based upon the proposal you recently directed to my attention for IID's assessment that now contains a transmission component. The OATT process is to ensure reliability to both the IID system and your facilities in a manner that is fair and nondiscriminatory to other users of the IID system. In our prior discussion, IID made clear it is not subject to and would not allow direct access but that it would facilitate a network resource/network load scenario. That transactional scenario is governed by IID's OATT; your import to the system requires transmission service- also governed by the OATT. Further, IID analyzes all generators, even behind the meter resources, to ensure our base cases are accurate and have all scenarios identified and mitigated. There is no way to avoid the study process outlined in the tariff. In fact, your proposal references the OATT in a number of places; you acknowledge its importance and governance.

IID is not attempting to impede your progress, but your project has gone through a number of iterations and it has not been formally analyzed in the current configuration you propose in your recent communication. IID has an obligation to your project (and all other projects) that seek interconnection to the system. You propose to have the project served from the high voltage system so the OATT does apply. There is no provision in the tariff that allows IID to provide preferential treatment to your project or any other project. To facilitate the proposal you submitted, IID would need to disregard higher queued projects and allow your project to be accelerated to the top of the queue. To do so could disrupt the plans of such higher queued projects that have initiated the process, which have made financial commitments and deposits and are following their own, tight development timelines. IID follows the federal standard interconnection process which provides for interconnections to utilities based on a queue process, and there is no precedent of which I am aware that allows IID to take the action you propose.

All projects that seek interconnection have economic benefit to Imperial Valley and the IID has been and will continue to be supportive of them; what we cannot do is circumvent the tariff process and subject IID – and your project – to challenge. Your suggestion that there is some unstated reason why we do not support your project is without basis and not well received. IID has an obligation to serve all of its customers in a fair and non-discriminatory manner. We are merely asking that you follow the process that all other developers are required to follow to achieve commercial operation. The process requires more than a feasibility assessment; it requires an analysis of system impacts and identification of necessary mitigations.

Staff are available to meet with you to finalize your project's technical parameters and perform the necessary studies.

Regards,



Jamie L. Asbury
General Manager
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From: Sebastian Rucci <sebastian@ruccilaw.com>

Sent: Tuesday, October 14, 2025 10:57 AM

To: Asbury, Jamie <jlasbury@IID.com>

Cc: Smelser, Matthew H <mhsmelser@IID.com>; Rodriguez, Paul <prodriguez@IID.com>; Hamilton, Timothy L <TLHamilton@IID.com>; Gutierrez, Noe R <NRGutierrez@IID.com>; Ambriz, Jose-Said <JAmbriz@IID.com>; Martinez, Jesus <jamartinez@IID.com>; Garcia, Matthew <msgarcia@IID.com>; Sampedro, Daniel <dsampedro@IID.com>; Olivo, Lauren <lolivo@IID.com>; Carl Stills <cestills@sbcglobal.net>; Tom DuBose <tom@dubosedesigngroup.com>; Holbrook, Geoffrey <gpholbrook@IID.com>; wstrumpfer@gmail.com

Subject: Re: Proposal for Temporary Supply of Load from CAISO Wholesale Market

[CAUTION] This email originated from **outside** of the **IID**. Do not reply, click on any links or open any attachments unless you trust the sender and know the content is safe.

Dear Mrs. Asbury,

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



Jamie L. Asbury
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Sebastian Rucci <sebastian@ruccilaw.com>

Proposal for Temporary Supply of Load from CAISO Wholesale Market

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Oct 17, 2025 at 2:14 PM

To: "Asbury, Jamie" <jlasbury@iid.com>

Cc: "Smelser, Matthew H" <mhsmelser@iid.com>, "Rodriguez, Paul" <prodriguez@iid.com>, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Ambriz, Jose-Said" <JAmbriz@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <mmsgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Olivo, Lauren" <lolivo@iid.com>, Carl Stills <cestills@sbcglobal.net>, Tom DuBose <tom@dubosedesigngroup.com>, "Holbrook, Geoffrey" <gpholbrook@iid.com>, "Strumpfer, Wayne K" <wkstrumpfer@iid.com>, "Dockstader, Gina Nicole" <gndockstader@iid.com>, "Cardenas, Alex" <aacardenas@iid.com>, lapacheco@iid.com, Bari Bean <baribean@co.imperial.ca.us>

Dear General Manager Asbury:

This letter is submitted to clarify the procedural record of the Imperial Valley Computer Manufacturing, LLC ("IVCM") data center project, to correct several factual and procedural misstatements recently raised by you, and to request IID's prompt completion of its contractual obligations under the Open Access Transmission Tariff ("OATT"). The project has no transmission component and properly falls under Part III of the OATT (Large Load), not Part II (Generation Interconnection). IID's recent position represents a late-stage and unsupported deviation from over a year of technical and procedural consensus.

1. PROJECT SCOPE AND APPLICABILITY OF THE OATT

The IVCM Data Center does not generate power for sale or transmission through IID's grid. The project consists of a load served by IID under Part III of the OATT, not generation subject to Part II. The OATT applies to transmission and network load service, not to backup generators that are not connected to the grid.

In prior correspondence, IID staff, including Lauren Olivo, in her February 11, 2025, email at 1:27 p.m., explicitly confirmed that IID would "remove references to the GIP as this project does not fall under the OATT." No IID employee, during more than a year of meetings and written exchanges, has ever indicated that the data center's backup generators required OATT review or interconnection procedures.

2. CHRONOLOGY OF IID STUDIES AND APPROVALS

Feasibility Study: Following Power Engineers' Load Injection Memorandum confirming summer load capacity of 557.8 MW on the 230 kV S-Line (Exhibit A), IVCM submitted its application for a feasibility study (Exhibit B). IVCM paid the \$50,000 fee, IID executed the study agreement, and on May 22, 2025, IID issued its Feasibility Study Report confirming: "No thermal violations and no exceedances or deviations observed at any buses." (Exhibit C).

System Impact Study (S-line): On June 3, 2025, IVCM submitted a completed System Impact Study application for a 250 MW load on the 230 kV S-Line. IID executed the agreement and received the \$50,000 fee. On July 25, 2025, IID issued its System Impact Study Report, concluding: "No thermal violations, no voltage exceedances or deviations at any monitored buses, and no transient stability violations observed under any simulated contingencies. Study results show that this project can be deemed feasible." (Exhibit D).

System Impact Study (R-Line): On March 5, 2025, IVCM submitted a System Impact Study application for an 80 MW data center on the 92 kV R-Line (Exhibit E). IID received the \$50,000 fee and executed the study agreement. On September 23, 2025, IID's System Impact Study Report concluded: "The Project can be deemed feasible with some transmission infrastructure upgrades at the new IVCM substation: one static var device rated 75 MVAR, configured in three switching blocks of 25 MVAR each, for reactive power support and voltage stability." (Exhibit F).

Facility Study: On July 31, 2025, IID confirmed via email that the System Impact Study was approved and that IID would proceed to perform the Facility Study for the 250 MW data center, estimating six weeks for completion. IID further stated that the remaining \$38,876 from the SIS budget would cover the facility study. IID executed the Facility Study Agreement on August 6, 2025 (Exhibit G). This communication and subsequent agreement formally initiated the Facility Study phase, consistent with OATT §19.4.

3. BACKUP GENERATORS – FULLY DISCLOSED AND NOT SUBJECT TO OATT

IID's recent claim that the backup generators were "a surprise" is demonstrably false. The approved System Impact Study Reports for both the S-Line and R-Line include graphics showing the backup generators and BESS as part of the project (Exhibit D, p. 6; Exhibit G, p. 6). The 16-page development plans repeatedly submitted to IID with our applications specify: "Backup generators will operate only during emergency blackouts. The generators will not connect to the grid and will not export electricity. Their sole purpose is to support the data center," and that the "BESS provides immediate support for short-term power disruptions. The BESS will not export electricity to the grid; its use is solely for the Data Center." (See Email on Jun 3, 2025 at 7:46 am to IID staff including Lauren Olivio).

OATT regulates the use of the Transmission System, not unconnected load-side backup systems. Nowhere in the OATT is there authority requiring a transmission provider to conduct studies for non-connected, non-exporting backup generators. To the extent IID now claims otherwise, please provide a specific citation within the OATT authorizing studies of generators not interconnected to the IID system.

If IID applies this position to IVCM, then all non-grid-connected backup generators within the District would be subject to identical studies and interconnection agreements. We are unaware of any such precedent, and selective enforcement would constitute discriminatory treatment in violation of the OATT, the Federal Power Act, and FERC precedent.

4. FACILITY STUDY DELAY AND DISPARATE TREATMENT

Pursuant to OATT § 19.4 Facilities Study Procedures: "If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement."

OATT §19.4 requires that, upon completion of the System Impact Study, a Facility Study Agreement be issued within 30 days and completed within 60 days of execution. See OATT § 19.4 ("Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period."). On July 31, 2025, IID stated via email that the facility study would proceed and that IID estimated "a time frame of 6 weeks to complete." IID executed the Facility Study Agreement on August 6, 2025 (Exhibit G).

However, on September 4, 2025, IID's upper management instructed staff to prioritize six projects from Z-Global. This put everything else aside, including our 10 billion data center project, which had completed all required technical studies with each study demonstrating technical feasibility, with no system violations. Because upper management prioritized six projects, which we later concluded were associated with Z-Global. This directive contradicts IID's previous written commitment and constitutes unequal treatment among applicants.

All IID studies for the data center confirmed feasibility, with no thermal, voltage, or stability violations. The subsequent delay, despite technical clearance, is inconsistent with the OATT's due diligence requirement and undermines confidence in IID's impartial administration of its tariff obligations.

5. IMPROPER 15-YEAR PREPAYMENT REQUIREMENT

During the meeting of September 16, 2025, you said that IID could not provide power service unless IVCM prepaid for 15 years of electricity. This demand has no basis under the OATT, which at Section §11 mandates only "reasonable credit review procedures in accordance with standard commercial practices." Section 17.3 further provides that credit assurance for firm transmission service may include a deposit equivalent to one month's charge, not a multi-year prepayment. The 15-year demand is therefore unsupported, commercially unreasonable, and discriminatory under the OATT, FERC, and federal law.

On August 22, 2025, IID's senior management canceled a meeting with the resource department. The email stated: "IID management [Jamie Asbury] has requested to cancel the meeting today due to the need to have some internal conversations before being ready to talk about power supply." This further delayed this process. When combined with project reprioritization in favor of Z-Global, these actions collectively suggest non-neutral administration of IID's tariff obligations.

6. ECONOMIC AND PUBLIC INTEREST CONSIDERATIONS

The IVCM Data Center represents a \$10 billion investment that will generate over \$22 million in annual net revenue to IID, directly benefitting IID's ratepayers—23.3% of whom live below the poverty line. Delaying or obstructing this project deprives the Imperial Valley of significant employment, technology investment, and economic uplift. The recent obstructions contradict IID's public mission and raise serious questions of governance and fairness.

7. REQUESTED ACTION AND RESERVATION OF RIGHTS

We respectfully request that IID:

- (a) Finalize the Facility Study in accordance with the executed agreement (Exhibit G);
- (b) Issue a letter confirming IID's commitment to serve the data center load; and
- (c) Confirm that the OATT does not apply to non-grid-connected backup generation.

If IID persists in applying novel or discriminatory requirements. In that case, IVCM will exercise its rights under OATT §12.3 to initiate binding arbitration before a neutral arbitrator and will consider appropriate actions before FERC under the Federal Power Act and other applicable laws, including those governing antitrust and civil racketeering remedies.

We are ready to meet with the IID staff at any time to finish this process. However, further deviation from the OATT, established precedent, and IID's prior commitments will leave us no choice but to seek relief to protect our contractual and statutory rights.

Sincerely,
 Sebastian Rucci
 Imperial Valley Computer Manufacturing, LLC
 Law Office of Sebastian Rucci, P.C.
 16400 Pacific Coast Highway, Suite 212
 Huntington Beach, CA 92649
 Office: (562) 901-0199
 Cell: (330) 720-0398
 Fax: (562) 249-6910
 Email: Sebastian@RucciLaw.com
 Website: ImperialDataCenter.com

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7 attachments

-  **Ex. A Load Injection Memo by Power Engineer (12-04-24).pdf**
1238K
-  **Ex. B Application for Sensitivity for Data Center #1 (4-15-25)2.pdf**
3405K
-  **Ex. C. IID Feasibility Study Report by IID for Data Center #1 (5-22-25).pdf**
1154K
-  **Ex. D System Impact Study Report by IID for Data Center #1 (7-25-25).pdf**
1908K
-  **Ex. E Application for System Impact Study for Data Center #2 (3-05-25).pdf**
1987K
-  **Ex. F System Impact Suty Report by IID for Data Center #2 (9-23-25).pdf**
1088K
-  **Ex. G Facilities Study Agreement (9-03-25).pdf**
309K



Sebastian Rucci <sebastian@ruccilaw.com>

Proposal for Temporary Supply of Load from CAISO Wholesale Market

Asbury, Jamie <jlasbury@iid.com>

Fri, Oct 17, 2025 at 2:50 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: "Smelser, Matthew H" <mhsmelser@iid.com>, "Rodriguez, Paul" <prodriguez@iid.com>, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Ambriz, Jose-Said" <JAmbriz@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <msgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Olivo, Lauren" <lolivo@iid.com>, Carl Stills <cestills@sbcglobal.net>, Tom DuBose <tom@dubosedesigngroup.com>, "Holbrook, Geoffrey" <gpholbrook@iid.com>, "Strumpfer, Wayne K" <wkstrumpfer@iid.com>, "Dockstader, Gina Nicole" <gndockstader@iid.com>, "Cardenas, Alex" <aacardenas@iid.com>, "Pacheco, Lewis A" <lapacheco@iid.com>, Bari Bean <baribean@co.imperial.ca.us>

Dear Mr. Rucci,

Thank you for your recent communication and the additional assertions you have made, which we will review thoroughly.

Your correspondence raises serious allegations against the district and its staff, as well as references to potential litigation or legal remedies. We note that you hold yourself out as legal counsel for IVCN in your signature line. As such, we request that all future communications be directed to the IID's General Counsel, Mr. Wayne Strumpfer.

Please be advised that IID and its staff are represented by legal counsel, and as such, we respectfully request that until such time as these legal issues are resolved that you refrain from any further direct communication with IID staff.

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Sebastian Rucci <sebastian@ruccilaw.com>

Proposal for Temporary Supply of Load from CAISO Wholesale Market

Sebastian Rucci <sebastian@ruccilaw.com>

Fri, Oct 17, 2025 at 3:43 PM

To: "Asbury, Jamie" <jlasbury@iid.com>

Cc: "Smelser, Matthew H" <mhsmelser@iid.com>, "Rodriguez, Paul" <prodriguez@iid.com>, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Ambriz, Jose-Said" <JAmbriz@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <mmsgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Olivo, Lauren" <lolivo@iid.com>, Carl Stills <cestills@sbcglobal.net>, Tom DuBose <tom@dubosedesigngroup.com>, "Holbrook, Geoffrey" <gpholbrook@iid.com>, "Strumpfer, Wayne K" <wkstrumpfer@iid.com>, "Dockstader, Gina Nicole" <gndockstader@iid.com>, "Cardenas, Alex" <aacardenas@iid.com>, "Pacheco, Lewis A" <lapacheco@iid.com>, Bari Bean <baribean@co.imperial.ca.us>

Dear General Manager Asbury:

This letter responds to your recent email asserting that IVCM's statement of intent to exercise its rights under OATT §12.3 somehow precludes us from communicating with IID staff. Respectfully, that interpretation is inconsistent with both the OATT and the First Amendment, and directly obstructs the ongoing development of a \$10 billion data center project that has otherwise satisfied every technical and procedural requirement before IID.

I. Exercise of Rights Under the OATT Does Not Suspend Communication

Our prior email stated: "If IID persists in applying novel or discriminatory requirements, IVCM will exercise its rights under OATT §12.3 to initiate binding arbitration before a neutral arbitrator, and will consider appropriate actions before FERC under the Federal Power Act and other applicable laws, including those governing antitrust and civil RICO remedies."

That statement is a lawful and protected notice of our intent to utilize dispute-resolution mechanisms expressly provided under the OATT, not a termination of dialogue. The OATT's §12.1 (Internal Dispute Resolution Procedures) and §12.2 (External Arbitration Procedures) specifically exist to resolve disagreements while allowing the applicant to continue working with staff in good faith.

Your unilateral decision to prohibit communication between IVCM and IID staff deprives us of the process guaranteed by the OATT and prevents us from advancing our project -- effectively using administrative authority to retaliate against a protected assertion of contractual and statutory rights.

II. Denial of Access Constitutes Retaliation and Procedural Violation

Your directive obstructs a live project and represents government retaliation for protected speech. IID is a public agency, and we have a First Amendment right to petition our government regarding grievances, including the right to assert our intent to seek remedies before FERC, federal, or state courts.

If IID genuinely believes it possesses the authority to bar communication with its staff, it should seek a judicial injunction to that effect. Absent such an order, the IID has no legal or moral basis to obstruct our project or deny communication with engineering and planning personnel carrying out the IID's technical obligations.

III. Public Interest and Harm to the Community

Your actions have direct and measurable consequences for the Imperial Valley. This project represents a \$10 billion investment and will generate over \$22 million in annual net revenue for IID, significantly benefiting ratepayers--23.3% of whom live below the poverty line. It will create high-quality technical employment and long-term infrastructure for the region. Your actions also impact IID's ratepayers from the potential \$22 million in net annual revenue that IID would receive for providing power to our project.

Delaying or obstructing the project for reasons inconsistent with the OATT constitutes not just a contractual violation but a public harm--a deprivation of opportunity and economic growth for a county already suffering from elevated unemployment and systemic underinvestment.

IV. Notice of Intent to Protect Project Rights

We reiterate that IVCM will continue to assert its rights through all appropriate forums, including arbitration under OATT

§12.3, administrative proceedings before FERC, and litigation in federal and state courts if necessary.

Your recent communications make clear that IID's conduct is not inadvertent but deliberate. As the law recognizes, "Even a dog knows the difference between being kicked and being stumbled over." This is no administrative stumble--it is a deliberate obstruction of a permitted and economically transformative project.

We will, therefore, continue to copy IID's General Counsel on all future correspondence and communications. Should you persist in preventing staff from fulfilling their technical responsibilities, we will seek judicial relief, including injunctive relief to restore lawful access and process. We also intend to inform the public and media of the material economic harm being inflicted upon the Valley's residents through these actions.

V. Requested Action

As previously stated, we respectfully request that IID:

1. Finalize the Facility Study in accordance with the executed agreement;
2. Issue a letter confirming IID's commitment to serve the data center load; and
3. Confirm in writing that the OATT does not apply to non-grid-connected backup generation.

We remain ready and willing to meet with IID staff immediately to resolve these matters professionally and transparently. We are also available to meet with IID's general counsel and seek a resolution of the issues we have identified in our recent emails.

Sincerely,

Sebastian Rucci
Imperial Valley Computer Manufacturing, LLC
Law Office of Sebastian Rucci, P.C.
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Email: Sebastian@RucciLaw.com
Website: ImperialDataCenter.com

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EXHIBIT 43
Email to IID Board
Arbitration Withdrawn and Case
Close (10-22-25)



Sebastian Rucci <sebastian@ruccilaw.com>

Initiation of ARBITRATION Under IID's Open Access Transmission Tariff

Sebastian Rucci <sebastian@ruccilaw.com>

Wed, Oct 22, 2025 at 2:09 PM

To: "Strumpfer, Wayne K" <wkstrumpfer@iid.com>, "Cardenas, Alex" <aacardenas@iid.com>, "Dockstader, Gina Nicole" <gndockstader@iid.com>, "Pacheco, Lewis A" <lapacheco@iid.com>, kseugenio@iid.com, jbhamby@iid.com, Jamie Asbury <jlasbury@iid.com>

Cc: jesusescohar@co.imperial.ca.us, ryankelley@co.imperial.ca.us, Bari Bean <baribean@co.imperial.ca.us>, "Smelser, Matthew H" <mhsmelser@iid.com>, "Rodriguez, Paul" <prodriguez@iid.com>, "Hamilton, Timothy L" <TLHamilton@iid.com>, "Gutierrez, Noe R" <NRGutierrez@iid.com>, "Martinez, Jesus" <jamartinez@iid.com>, "Garcia, Matthew" <msgarcia@iid.com>, "Sampedro, Daniel" <dsampedro@iid.com>, "Ambriz, Jose-Said" <jambriz@iid.com>, Tom DuBose <tom@dubosedesigngroup.com>, Carl Stills <cestills@sbcglobal.net>, Gary Messina <gary@ruccilaw.com>

Good Afternoon, IID Chairwoman Dockstader, Board Members, and General Manager Asbury,

We wanted to let you know that our efforts to initiate arbitration were solely to make sure that our pending facility and sensitivity studies were processed in accordance with IID regulations. We have no interest in imposing unnecessary legal expenses or strain on IID. As a gesture of good faith, we have formally withdrawn our request for arbitration, and the case is now closed (see attached). We have also officially withdrawn our public records request that we submitted on Monday. Litigation is not the path required to advance our transformative data center project that offers many substantial benefits to IID and its ratepayers. We are grateful for your continued cooperation in moving the data center to reality. Thank you.

Warm regards,

Sebastian
Imperial Valley Computer Manufacturing, LLC
16400 Pacific Coast Highway, Suite 212
Huntington Beach, CA 92649
Office: (562) 901-0199
Cell: (330) 720-0398
Fax: (562) 249-6910
Website: ImperialDataCenter.com

On Mon, Oct 20, 2025 at 5:02 PM Sebastian Rucci <sebastian@ruccilaw.com> wrote:

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11. Email from AAA - Case Closed (10-22-25).pdf
316K