

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
INLAND DESERTS REGION  
3602 INLAND EMPIRE BLVD SUITE C-202  
ONTARIO, CA 91764



AMENDMENT NO. 1  
(A Minor Amendment)  
California Endangered Species Act  
Incidental Take Permit No. 2081-2012-026-06  
McCoy Solar, LLC  
Arlington Solar, LLC  
Arlington Energy Center II, LLC  
Arlington Energy Center III, LLC  
McCoy Solar Energy Project in Riverside County

## **INTRODUCTION**

On May 6, 2014, the California Department of Fish and Wildlife (CDFW) issued Incidental Take Permit No. 2081-2012-026-06 (ITP) to McCoy Solar, LLC (Permittee), authorizing take of Agassiz's Desert Tortoise (*Gopherus agassizii*) (Covered Species) associated with and incidental to the McCoy Solar Energy Project in Riverside County, California (Project). The Project as described in the ITP as originally issued by CDFW includes construction of a Battery Energy Storage System and Photovoltaic (PV) solar facilities and associated infrastructure.

The Project was originally permitted by McCoy Solar, LLC and consists of approximately 4,573 acres of land, of which approximately 4,096 acres is sited on federal land managed by the Bureau of Land Management (BLM) and approximately 477 acres is sited on private property. For purposes of developing and financing the buildout of the Project and entering multiple power purchase agreements for the off-take of energy generated from the Project, the Project has since split into four different areas, each of which is controlled by different legal entities. These are: McCoy Solar, LLC, Arlington Solar, LLC, Arlington Energy Center II, LLC, and Arlington Energy Center III, LLC (Figure 1).

On March 28, 2022, the Permittee requested an amendment to their ITP to include three additional Permittees and minor changes in language. The minor amendment consists of adding these three entities to serve as additional co-permittees to the existing ITP and to allocate the rights and responsibilities under the ITP based on the relevant portions of the overall Project area controlled by each permittee. Each permittee is responsible for complying with the Conditions of Approval and other requirements and obligations of the ITP applicable to the activities undertaken for its designated area. A new site plan (Figure 1) identifies each of these areas and the legal entity responsible for each.

This Minor Amendment No. 1 (Amendment) makes the following changes to the existing ITP:

This Amendment will add three additional Permittees and throughout the pages the word "Permittee" will be replaced with the word "Permittees". The new Permittees will be: McCoy Solar, LLC, Arlington Solar, LLC, Arlington Energy Center II, LLC, and Arlington Energy Center III, LLC. A new site plan (Figure 1) identifies each of these areas and the legal entity responsible for each. This new site plan (Figure 1) replaces Figure 1 of the original ITP. Each permittee is responsible for complying with the Conditions of Approval and other requirements and obligations of the ITP applicable to the activities undertaken for its designated area.

## AMENDMENT

The ITP is amended as follows (amended language in ***bold italics***; deleted language in ~~strikethrough~~):

1. Page 1 will add three new Permittees. It shall be amended to read:

***Permittees:***

***McCoy Solar, LLC***

***Arlington Solar, LLC***

***Arlington Energy Center II, LLC***

***Arlington Energy Center III, LLC***

2. The Project Description section, page 2 shall be amended to read:

The Project will consist of the development of a 750-megawatt (MW) photovoltaic (PV) solar energy generating facility in two units (Unit 1 and Unit 2) and a 13.2 mile double-circuit 230- kilovolt (kV) generation-tie (gen-tie) transmission line (Central Route). ~~Unit 1, along with the linear facilities is referred to as Phase I in this permit, and Unit 2 constitutes Phase II in this permit.~~ ***The project also shares an existing transmission line with a neighboring project; however, this was approved as part of a separate permitting process. The project now consists of four different areas and owners. These are McCoy Solar, LLC (2,189 acre), Arlington Solar, LLC (314.69 acres), Arlington Energy Center II, LLC (1,295.14 acres) and Arlington Energy Center III, LLC (704.71 acres). The entities and associated land area for each are shown in Figure 1.*** The Project will impact approximately 4,573.2 acres. The majority of the Project (4,096.2 acres) will be developed on public land administered by the BLM, with the remaining 477 acres of privately owned land administered by the County of

Minor Amendment No. 1  
Incidental Take Permit 2081-2012-026-06  
McCoy Solar, LLC  
Arlington Solar, LLC  
Arlington Energy Center II, LLC  
Arlington Energy Center III, LLC  
McCoy Solar Energy Project

Riverside (County). Unit 1 **McCoy Solar, LLC** will be located on the eastern side of the solar plant site and would generate up to 250-MW of power on ~~2,259~~ **2,189** acres. **The three remaining entities in** Unit 2 will be located on the western side including the gen-tie area and would generate up to 500-MW of power on ~~2,178~~ **2,240** acres. The linear facilities (included in **Arlington Solar, LLC** Phase I) will be located on 136.2 acres.

3. The Project Construction, page 3 shall be amended to read:

The Project site is relatively flat and localized grading would occur only in areas impassable by vehicles or in limited areas where the existing grade needs to be modified to accommodate Project design. Grading will be minimal or use conventional farming disc and roll techniques within the fenced solar site. On-site runoff and infiltration will be maintained as close as possible to the existing conditions. Up to 3 on-site wells will be created to access groundwater for construction and operation. ~~A maximum of 3 evaporation ponds totaling up to 8 acres may be required for onsite water treatment. The ponds will be netted to minimize being an attractant to ravens.~~ A new 30-foot wide paved access road will be constructed, operated, maintained, and decommissioned (if required by BLM).

4. The Project Decommissioning, page 4 shall be amended to read:

Once the decision has been made that permanent closure of the facility is going to occur, a Decommissioning Plan will be prepared and sent to CDFW for approval **for each entity listed within this permit and their respective areas shown in Figure 1**. Decommissioning activities will include: collection and recycling of PV solar arrays; crushing and recycling of concrete equipment pads; removal of underground conduit and wires; removal of gen-tie poles; and removal and salvage of collection lines. In addition, buildings and other structures will be deconstructed and transported off site. Restoration of topsoil and vegetation of the Project site will occur after decommissioning activities are completed. Decommissioning activities will require approximately 6,000 truck trips, approximately 300 workers, and would take approximately 24 months to complete.

5. Project Conditions of Approval page 7 shall be amended to read:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for ingress and egress, staging and parking. CDFW's issuance of this ITP and *Permittees'* authorization to take the Covered Species are subject to *Permittees'* compliance with and implementation of the following

Minor Amendment No. 1  
Incidental Take Permit 2081-2012-026-06  
McCoy Solar, LLC  
Arlington Solar, LLC  
Arlington Energy Center II, LLC  
Arlington Energy Center III, LLC  
McCoy Solar Energy Project

Conditions of Approval ***with regard to each individual Permittee's respective area of the Project. Each Permittee shall be responsible for complying with the Conditions of Approval and other requirements and obligations of this ITP applicable to the activities undertaken for its individual area of the Project.***

6. Section 9, Habitat Management and Land Acquisition, page 21 shall be amended to read:

To meet this requirement, the Permittee shall either: (1) purchase a total of 2,354.9 acres (2,259 acres plus 95.9 acres) for Phase 1 and 2,178 acres for Phase II of Covered Species credits from a CDFW-approved mitigation or conservation bank; OR (2) provide for both the permanent protection and management of 2,354.9 acres for Phase I and 2,178 acres for Phase II of Habitat Management (HM) lands and the calculation and deposit of the management funds. Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities for each Phase or within 18 months of the initiation of Covered Activities for each Phase if Security is provided pursuant to Condition of Approval 10 below for all uncompleted obligations. ***As of November 30, 2021, Permittees' have met all permanent protection and funding requirements for all project areas.***

## **FINDINGS**

*Issuance of this Amendment will not increase the amount of take of the Covered Species compared to the Project as originally approved, nor will this Amendment increase other Project impacts on the Covered Species (i.e., "impacts of taking" as used in Fish and Game Code Section 2081, subd. (b)(2)).*

Discussion: This Amendment makes six specific changes to the ITP as originally issued. Three new Permittees have been added to the ITP. Language has been modified in the ITP to reflect the changes and the additional Permittees assigned. The timing, amount, or location of Project activities have not been modified and the total funding amount for compensatory mitigation remains the same. The resulting impacts to the Covered Species, including the timing, number of acres of habitat that will be lost, etc. as a result of the Project, will remain the same.

CDFW has determined that changes to circumstances, project description, and/or conditions of approval will not increase the amount of take or the severity of other impacts of the taking on the Covered Species. Given the circumstances of this Project, CDFW believes that the changes to the Project or Conditions of the ITP described in this Amendment, including the addition of three Permittees, and assigning conditions of

Minor Amendment No. 1  
Incidental Take Permit 2081-2012-026-06  
McCoy Solar, LLC  
Arlington Solar, LLC  
Arlington Energy Center II, LLC  
Arlington Energy Center III, LLC  
McCoy Solar Energy Project

approval and ITP measures to Permittees, will not increase impacts to the Covered Species.

*Issuance of this Amendment does not affect CDFW's previous determination that issuance of the ITP meets and is otherwise consistent with the permitting criteria set forth in Fish and Game Code section 2081, subdivisions (b) and (c).*

Discussion: CDFW determined on May 6, 2014 that the Project, as approved, met the standards for issuance of an ITP under CESA. This determination included findings that, among other things, the impacts of the taking would be minimized and fully mitigated and that the Project would not jeopardize the continued existence of the Covered Species. Those findings are unchanged with respect to this Amendment because the Project and ITP as amended: (1) will have no effect on the amount or severity of Project impacts on the Covered Species, as discussed above, and (2) does not substantively alter the measures that will be undertaken to minimize and mitigate previously authorized impacts on the Covered Species. This Amendment allows for an additional three Permittees to be added to the permit. Permittees' continued adherence to and implementation of the avoidance and minimization measures set forth in the ITP's Conditions of Approval and MMRP will minimize and fully mitigate impacts of the taking on the Covered Species.

*None of the factors that would trigger the need for subsequent or supplemental environmental analysis of the Project under Public Resources Code section 21166 or California Code of Regulations, title 14, sections 15162 and 15163, exist as a result of this Amendment.*

Discussion: CDFW issued the ITP on May 6, 2014 as a responsible agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) after, among other things, certification of an environmental impact report for the Project (SCH No. 2011101007) by the lead agency the County of Riverside. As explained in the findings below, CDFW finds for purposes of CESA that this Amendment would not significantly modify the scope of the permitted activity compared to the Project as originally approved. CDFW finds for the same reasons under CEQA that approval of the Amendment will not result in and does not have the potential to create any new significant or substantially more severe environmental effects than previously analyzed and disclosed by California Department of Fish and Wildlife during its lead agency review of the Project, particularly with respect to the impacts authorized by CDFW pursuant to the ITP as amended. As a result, CDFW finds that no additional subsequent or supplemental environmental review is required by CEQA as part of CDFW's approval of this Amendment.

Minor Amendment No. 1  
Incidental Take Permit 2081-2012-026-06  
McCoy Solar, LLC  
Arlington Solar, LLC  
Arlington Energy Center II, LLC  
Arlington Energy Center III, LLC  
McCoy Solar Energy Project

*CDFW finds that this Amendment is a Minor Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(4).*

Discussion: This Amendment will add three new Permittees. It will also modify language within the original ITP to match the Permittees with the correct responsibilities. These changes to the ITP will not: (1) increase the level of take or other Project impacts on Covered Species previously analyzed and authorized by the ITP, (2) affect Permittee's substantive mitigation obligations under the ITP, (3) require further environmental review under CEQA, or (4) increase temporal impacts on the Covered Species. Therefore, this Amendment will not significantly modify the scope or nature of the permitted Project or activity, or the minimization, mitigation, or monitoring measures in the ITP. CDFW has determined that the change to the ITP constitutes a Minor Amendment as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(4).

The authorization provided by this Amendment is not valid until Permittee signs and dates the acknowledgement below. Digital signatures facilitated by CDFW will be automatically returned and shall comply with Government Code section 16.5. Wet signatures on duplicate original paper copies shall be returned by the Permittee via registered first-class mail or overnight delivery to the following address:

Department of Fish and Wildlife  
Habitat Conservation Planning Branch  
Attention: CESA Permitting Program  
Post Office Box 944209  
Sacramento, CA 94244-2090

**APPROVED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

on 7/15/2022

DocuSigned by:  
*Heidi Calvert*  
CAEE4779B63E4A3...

Heidi Calvert  
Regional Manager  
Inland Deserts Region

Minor Amendment No. 1  
Incidental Take Permit 2081-2012-026-06  
McCoy Solar, LLC  
Arlington Solar, LLC  
Arlington Energy Center II, LLC  
Arlington Energy Center III, LLC  
McCoy Solar Energy Project

**McCoy Solar, LLC ACKNOWLEDGMENT**

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of the original ITP and this Amendment, and (3) agrees on behalf of the Permittee to comply with all terms and conditions of the ITP as amended.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Arlington Solar, LLC ACKNOWLEDGMENT**

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of the original ITP and this Amendment, and (3) agrees on behalf of the Permittee to comply with all terms and conditions of the ITP as amended.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Arlington Energy Center II, LLC ACKNOWLEDGMENT**

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of the original ITP and this Amendment, and (3) agrees on behalf of the Permittee to comply with all terms and conditions of the ITP as amended.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Minor Amendment No. 1  
Incidental Take Permit 2081-2012-026-06  
McCoy Solar, LLC  
Arlington Solar, LLC  
Arlington Energy Center II, LLC  
Arlington Energy Center III, LLC  
McCoy Solar Energy Project

**Arlington Energy Center III, LLC ACKNOWLEDGMENT**

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of the original ITP and this Amendment, and (3) agrees on behalf of the Permittee to comply with all terms and conditions of the ITP as amended.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Minor Amendment No. 1  
Incidental Take Permit 2081-2012-026-06  
McCoy Solar, LLC  
Arlington Solar, LLC  
Arlington Energy Center II, LLC  
Arlington Energy Center III, LLC  
McCoy Solar Energy Project