

**APPENDIX N**

**“WILL SERVE” LETTERS**

**N.1 CITY OF VICTORVILLE (RECLAIMED WATER SUPPLY)**

**EXHIBIT 1 AGREEMENT BETWEEN CITY AND VVWRA FOR RECLAIMED WATER SERVICE**

**EXHIBIT 2 MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA DEPARTMENT OF FISH AND GAME AND VVWRA REGARDING DISCHARGE TO THE MOJAVE RIVER TRANSITION ZONE**

**N.2 VVWRA (AVAILABILITY OF ADEQUATE RECLAIMED WATER SUPPLY TO SERVE VV2 PROJECT)**

**N.1 CITY OF VICTORVILLE (RECLAIMED WATER SUPPLY)**



December 21, 2006

Subject: Will Serve Letter for Victorville 2 Hybrid Power Project

To Whom It May Concern:

This letter is to provide documentary evidence that the City of Victorville (the "City") is willing and able to provide reclaimed water service to the proposed Victorville 2 Hybrid Power Project ("VV2" or the "Project"). The Project's reclaimed water service requirements are approximately 3,100 acre feet per year for cooling and process make-up.

This level of service is projected to be satisfied from the City's resources pursuant to the attached Memorandum of Understanding (the "City MOU", Exhibit 1) between the Victor Valley Wastewater Reclamation Authority ("VWRA") and the City. Under the City MOU, the City has the rights to all reclaimed water above and beyond ("Surplus Reclaimed Water") that which must be allocated to the Mojave River pursuant to the terms of an MOU between VWRA and the California Department of Fish and Game ("CaDFG") (the "DFG MOU", attached as Exhibit 2). VWRA projections demonstrate that by 2010, when the Project is expected to come on line, sufficient Surplus Reclaimed Water will be available to more than meet the needs of the Project.

Provision of these services are contingent upon completion of the necessary permits and contracts in accordance with all applicable laws, ordinances and regulations and the payment of capacity fees, rates and charges to be determined.

The City looks forward to providing these services to the Project, which will provide a much needed source of renewable power for Victorville and Southern California.

If you have any questions, please contact me.

Sincerely,

Jon B. Roberts  
City Manager

**EXHIBIT 1 AGREEMENT BETWEEN CITY OF VICTORVILLE AND  
VWRA FOR RECLAIMED WATER SERVICE**



**SECOND AMENDED AND RESTATED  
AGREEMENT FOR RECLAIMED WATER SERVICE**

This Second Amended and Restated Agreement for Reclaimed Water Service ("Agreement") is made and entered into this 23rd day of August, 2005 by and between the Victor Valley Wastewater Reclamation Authority ("VWRA"), and the City of Victorville ("CITY").

**RECITALS**

A. VWRA is a California joint powers authority formed on December 13, 1977 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (Sections 6500, et seq.) of the Government Code of the State of California relating to the joint exercise of powers common to public agencies (hereinafter referred to as the "Act"). For the purposes of this Agreement, and from its inception, the VWRA is and has been a public agency separate from the parties hereto.

B. City is a municipal corporation, duly organized and existing under and pursuant to the laws of the State of California, and located within VWRA's service area.

C. CITY and VWRA believe that it is important to protect and preserve the potable and subsurface water supplies in the Victor Valley region.

D. On November 19, 1998, VWRA and the CITY entered into a Memorandum of Understanding ("MOU") regarding the sale and delivery of reclaimed water. A copy of the MOU is attached hereto as Exhibit "A". On April 16, 1999, the CITY and VWRA entered into an Agreement for Reclaimed Water Service to include the delivery of reclaimed water for purposes of irrigation of the CITY's Westwinds Golf Course, and other irrigation uses at the Southern California Logistics Airport ("SCLA"). A copy of the 1999 agreement is attached hereto as Exhibit "B". The agreement was replaced with a revised agreement on July 23, 2002, to remove a condition requiring an approved petition for change of point of discharge. A copy of the 2002 revised Agreement for Reclaimed Water Service is attached hereto as Exhibit "C". The agreement was amended and restated on May 18, 2004, to provide

language for sharing the cost of building the reclaimed water pipeline between VVWRA and SCLA. A copy of the 2004 Amended and Restated Agreement for Reclaimed Water Service is attached hereto as Exhibit "D".

E. City desires to expand its use of reclaimed water for non-potable uses within City beyond irrigation purposes and, as such, will require reclaimed water in amounts greater than what is currently being provided under the Original Agreement.

F. VVWRA previously entered into a Memorandum of Understanding, dated June 27, 2003, with the California Department of Fish & Game (the "CDFG"), wherein VVWRA agreed to discharge a specified quantity of treated wastewater per annum into the Mojave River Transition Zone (the "Transition Zone Water").

G. To the extent reclaimed water is available for delivery by VVWRA after its delivery of the Transition Zone Water, City wishes to purchase all such reclaimed water under the terms and conditions of this Agreement.

H. VVWRA and City desire to further amend and restate the Original Agreement to increase the amount of reclaimed water provided to City.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, the parties agree as follows:

1. *Recitals Incorporated.* The foregoing Recitals are incorporated herein by reference.
2. *Term.* The term of this Agreement shall be perpetual, provided, however, that City shall have the right to terminate this Agreement upon thirty (30) years written notice to VVWRA. This Agreement shall terminate automatically if CITY terminates the Service Agreement with VVWRA, or if the CITY withdraws from the VVWRA joint powers agency agreement.

3. *Quantity of Reclaimed Water and Point of Delivery.*

(A) VVWRA shall make available for delivery to City all of its treated wastewater effluent in excess of the quantities discharged as Transition Zone Water ("reclaimed water"), if and when such water is available for delivery from VVWRA to CITY. CITY shall purchase and accept an amount of reclaimed water necessary for all CITY's uses and customers, but excluding any areas prohibited by federal, state, and/or local laws.

(B) VVWRA will deliver said reclaimed water to City at a metered point of connection located at the boundary of the property line of the VVWRA regional treatment facility, at a point of connection to be designated by the VVWRA's General Manager (Point of Delivery). VVWRA shall provide reclaimed water at a pressure sufficient to convey reclaimed water to the elevation of the pond at the golf course at SCLA.

(C) CITY shall be responsible for conveyance and use of reclaimed water beyond the Point of Delivery. CITY shall be responsible for compliance with all applicable federal, state, and local laws and regulations beyond the Point of Delivery. Such compliance shall be met by all of CITY's conveyance facilities and uses of the reclaimed water. CITY shall be fully responsible for any and all fines and penalties issued by any regulatory or policing agency, as a result of CITY's failure to comply with any condition, term, or standard required by said regulatory or policing agency.

(D) CITY shall notify VVWRA's General Manager by telephone and in writing of conditions that would require a cessation of water deliveries, or the resumption of water deliveries following a cessation. Likewise, VVWRA shall notify CITY's City Manager by telephone and in writing of conditions that would require an interruption of water deliveries, or the resumption of water deliveries following an interruption. VVWRA shall obtain permission from CITY by telephone or in writing prior to suspending and/or resuming deliveries of reclaimed water.

4. *Commencement of Reclaimed Water Service.* The date for VVWRA's initial delivery of reclaimed water to CITY was January 26, 2005. VVWRA will use due diligence to make reclaimed water available for delivery to CITY on and following the commencement date. CITY will use due diligence to receive and use reclaimed water on and following the commencement date.

5. *Duties of the Parties Regarding Reclaimed Water Service.*

(A) CITY shall be responsible for securing the land and funding necessary for the construction of a piping system to convey the reclaimed water delivered under this Agreement beyond the property boundary of VVWRA. CITY and VVWRA will mutually agree on the design and construction of the necessary conveyance facilities. Unless dedicated to VVWRA, CITY will construct, own, operate and maintain the conveyance facilities beyond the property boundary of VVWRA.

(B) VVWRA agrees to make available for delivery all reclaimed water needed by City at the Point of Delivery designated in Article 3(B). Modification of the Point of Delivery of reclaimed water may only occur upon the prior written approval of the VVWRA.

(C) CITY shall be responsible for conveyance and use of reclaimed water beyond the Point of Delivery in accordance with the any applicable Federal, State and local health regulations.

(D) VVWRA will obtain all necessary permits and approvals for the delivery system to the service metered connection at the Point of Delivery. Any permit and approvals required for facilities beyond the Point of Delivery shall be the responsibility of the CITY.

(E) The reclaimed water from the VVWRA treatment plant is treated under current treatment standards required by Title 22 of the California Code of Regulations. VVWRA agrees that it will deliver reclaimed water, which meets all such regulatory requirements for all of the City's uses of the reclaimed water under Title 22. VVWRA's delivery of recycled water to the

CITY under this Agreement shall comply with the current treatment standards required by Title 22 of the California Code of Regulations. If the CITY's use of recycled water requires treatment that exceeds the requirements of Title 22, VVWRA and the CITY shall meet and confer in good faith to discuss the possibility of additional treatment and, if VVWRA agrees to such additional treatment, CITY agrees to pay for any additional costs involved in the additional treatment.

(F) VVWRA agrees to monitor the quality of reclaimed water to ascertain that the reclaimed water meets the applicable standards of Article 5(E). If VVWRA discovers that the reclaimed water fails to meet the aforementioned standards, VVWRA shall terminate reclaimed water service until the water meets such standards, and CITY shall rely on alternate water supplies until service of reclaimed water is resumed. In the event that CITY discovers the reclaimed water supplied by VVWRA fails to meet the standards as set forth herein, CITY shall immediately notify VVWRA by telephone, and in writing in accordance with Article 25. VVWRA shall not be liable for any damage, harm, or economic loss suffered by CITY, its agents or customers, due to VVWRA's inability to deliver reclaimed water that meets the applicable standards of Article 5(E).

(G) Tests conducted by VVWRA to monitor the quality of reclaimed water supplied to the CITY shall be available for review by CITY, upon written request by CITY.

#### 6. *Charges for Reclaimed Water.*

(A) VVWRA shall charge the City Thirty-Five Dollars (\$35.00) per acre foot, plus actual pumping costs, as measured by VVWRA at the metered Point of Delivery.

(B) VVWRA shall submit an invoice to CITY confirming the quantity of reclaimed water delivered during the previous month, and the corresponding charges for such deliveries. CITY shall make payment on the invoice within thirty (30) days of the date of the invoice.

7. *Obtaining Approvals.* The effectiveness of this Agreement is contingent on VVWRA and CITY obtaining all necessary approvals required to effectuate the delivery and sale of reclaimed water under this Agreement. VVWRA and City shall jointly obtain all necessary approvals required to effectuate the delivery and sale of reclaimed water under this Agreement. City shall act as the lead agency for processing and reviewing the proposed project as may be required under the California Environmental Quality Act ("CEQA"), and City will perform the necessary CEQA review and compliance activities. In addition to the indemnification provisions set forth in section 10 below, CITY agrees to indemnify, defend and hold VVWRA harmless for any NEPA, CEQA or other environmental challenge to performance under this Agreement by VVWRA. VVWRA's obligation to provide recycled water under this Agreement is conditioned upon the City's adequate completion of legally defensible environmental documents.

8. *Interruptions to Service.* CITY acknowledges that VVWRA shall not be responsible, or liable for any damage, harm, or economic loss suffered by CITY, its agents or customers, or any other third party due to any interruption, reduction, or cessation in deliveries of reclaimed water under this Agreement that are caused by or arise out of system failures, unanticipated maintenance requirements, routine maintenance requirements, accidents, inadequate capacity, substantial changes in regulatory agency requirements, acts of God, orders of any court or government agency, or any other reason or condition beyond the control of VVWRA.

9. *Water Rights Not Affected.* No delivery of water pursuant to this Agreement shall confer any appropriative, public trust or other right to water on any person or entity, excepting CITY's contractual rights to purchase water under this Agreement. The only rights granted to the parties as a result of this Agreement are those expressly set forth herein.

**10. Indemnity.**

(A) City agrees to indemnify, hold harmless, and defend VVWRA, its elected officials, officers, employees, or agents, against any loss, demand, claim, cause of action, or other legal liability, personal injury or economic loss that occurs in any way incident to, connected with, or arising directly or indirectly out of any of the following: (1) reclaimed water delivered by VVWRA under this Agreement in compliance with Title 22 of the California Code of Regulations, or (2) CITY's ownership, operation, or maintenance of facilities to receive, convey, store, or use the reclaimed water, or (3) CITY's performance or non-performance of this Agreement.

(B) With the exception of the instances set forth in paragraph 8 above regarding interruption of service, VVWRA agrees to indemnify, hold harmless, and defend CITY, its elected officials, officers, employees, or agents, against any loss, demand, claim, cause of action, or other legal liability or economic loss that occurs in any way incident to, connected with, or arising directly or indirectly out of VVWRA's performance or non-performance of this Agreement.

**11. Construction and Interpretation.** It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

**12. Termination.** In the event of a material breach of any material term or provision of this Agreement by either party, and such breach is not cured or removed within ninety (90) days after service of written notice of such breach upon the breaching party, then the non-breaching party shall have the right and option to terminate this Agreement, provided, however, that should the breaching party, prior to the expiration of the ninety (90) day cure period, diligently commences to cure such breach, but is unable to do so within the ninety (90) day period, then such period shall be extended for an additional ninety (90) day period. This Agreement shall terminate

automatically if CITY terminates the Service Agreement with VVWRA, or if the CITY withdraws from the VVWRA joint powers agency agreement.

13. *Obligations Prior to Termination.* The obligations of the parties incurred pursuant to this Agreement prior to the termination of this Agreement shall survive the termination.

14. *Severability.* The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

15. *Governing Law.* This Agreement shall be interpreted and enforced pursuant to the laws of the State of California.

16. *Modifications.* This Agreement can only be modified by a written instrument executed by both parties.

17. *Entire Agreement.* This Agreement contains the entire understanding of the parties related to their interests, obligations, and rights in connection with the subject matter set forth herein. All prior communications, negotiations, stipulations, and understandings, whether oral or written, are of no force nor effect, and are superseded, except as referenced herein.

18. *Assigns and Successors.* This Agreement shall be binding upon, and inure to the benefit of, the assigns or successors-in-interest of the parties herein.

19. *No Third Party Beneficiary.* The parties to this Agreement do not intend to create any third party beneficiaries to this Agreement, and expressly deny the creation of any third party beneficiary rights hereunder toward any person or entity.

20. *Time.* Time is of the essence in the performance of each and every term of this Agreement.

21. *Waiver.* The waiver or failure to declare a breach as a result of the violation of any term of this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel, forgiveness or waiver by any party to that term or condition.

22. *Attorneys' Fees.* If it shall be necessary for any party hereto to commence legal action or arbitration to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs incurred therein. The expenses and costs incurred shall include, without limitation to other reasonable expenses and costs, the costs of any experts employed in either the preparation or presentation of any evidence in such proceedings.

23. *Captions.* The paragraph captions in this Agreement are for convenience only and shall not be used in construing the Agreement.

24. *Additional Documents.* Each party agrees to make, execute, and deliver any and all documents and to join in any application or other action reasonably required to implement this Agreement.

25. *Notice.* Any and all communications and/or notices in connection with this Agreement shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

To: VVWRA

VVWRA General Manager  
20111 Shay Road  
Victorville, CA 92394  
(760) 246-8638

To: CITY

Victorville City Manager  
14343 Civic Drive  
Victorville, CA 92392  
(760) 955-5000

The parties may change the foregoing addresses by providing written notice in compliance with this paragraph.

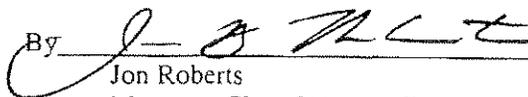
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

VICTOR VALLEY WASTEWATER  
RECLAMATION AUTHORITY

By:   
John Graff, Chair  
VVWRA Board of Commissioners

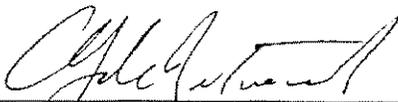
Dated: 8/26/05

THE CITY OF VICTORVILLE

By:   
Jon Roberts  
Manager, City of Victorville

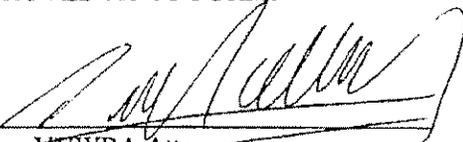
Dated: 9/2/05

APPROVED AS TO FORM:

By:   
City Attorney

Date: 9-14-05, 2005

APPROVED AS TO FORM:

By:   
VVWRA Attorney

Date: 10/15, 2005

**EXHIBIT 2 MEMORANDUM OF UNDERSTANDING BETWEEN  
CALIFORNIA DEPARTMENT OF FISH AND GAME AND  
VWRA REGARDING DISCHARGE TO THE MOJAVE  
RIVER TRANSITION ZONE**

**MEMORANDUM OF UNDERSTANDING**  
by and between the  
**CALIFORNIA DEPARTMENT OF FISH AND GAME**  
and the  
**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY**  
regarding the  
**DISCHARGE TO THE MOJAVE RIVER TRANSITION ZONE**

This Memorandum of Understanding ("MOU") is made and entered into on JUNE 27, 2003, by and between the California Department of Fish and Game ("DFG") and the Victor Valley Wastewater Reclamation Authority ("VWVRA").

**RECITALS**

1. On July 2, 2002, VWVRA submitted an application to the California Regional Water Quality Control Board - Lahontan Region ("Lahontan") for a master water recycling permit under California Water Code Section 13523.1, in order to use up to 1,680 acre feet per year of recycled water for irrigation of the Westwinds Golf Course at the Southern California Logistics Airport ("SCLA"), that otherwise currently requires the use of potable groundwater supplies from the underlying Mojave River alluvial aquifer.
2. On August 27, 2002, DFG submitted a letter to Lahontan objecting to VWVRA's application for a permit for the proposed project to use recycled water for irrigation at SCLA.
3. On March 24, 2003, and again on May 22, 2003, representatives of DFG and VWVRA met to discuss reaching a mutual agreement to address DFG's concerns.
4. On June 11, 2003, Lahontan approved Lahontan Board Order No. R6V-2003-028 (WDID No. 6B360207001) Water Recycling Requirements For Victor Valley Wastewater Reclamation Authority (VWVRA) and City of Victorville; Westwinds Golf Course.

5. In April 2003, VVWRA circulated and published a Notice of Preparation (NOP) of a Program Environmental Impact Report for VVWRA's Subregional Reclamation Facilities Project ("Subregional Reclamation Facilities Project").

6. VVWRA and DFG recognize that the Subregional Reclamation Facilities Project could intercept some influent wastewater flow that would otherwise go to VVWRA's existing regional treatment plant located at 20111 Shay Road, Victorville, California (the "Shay Road Plant"), and that future influent wastewater flows to the Shay Road Plant may increase more slowly due to the construction and operation of the Subregional Reclamation Facilities Project. The Parties also acknowledge that implementation and operation of any subregional plant under the Subregional Reclamation Facilities Project is not expected to decrease recycled water discharges from the Shay Road Plant below 9,000 acre feet annually, and not less than 24.7 acre feet per day.

7. DFG is a party to the Stipulated Judgment in the Mojave Adjudication (*City of Barstow, et al. v. City of Adelanto, et al.*; Riverside County Superior Court, Case No. 208568, commonly referred to as the "Mojave Adjudication"); VVWRA is not a party to the Mojave Adjudication.

8. Recognizing Lahontan's adoption of Board Order No. R6V-2003-028 (WDID No. 6B360207001), and VVWRA's development of the Subregional Reclamation Facilities Project, VVWRA and DFG desire to enter into this MOU to cooperatively address their respective concerns regarding VVWRA's current and future discharges to the Mojave River Transition Zone.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Recitals Incorporated.** The Parties agree that the foregoing Recitals are true and correct and are incorporated herein by reference.

provided, however, that if these circumstances occur, the Parties will promptly meet and confer in good faith to attempt to mutually determine options to lessen any potential adverse impacts to the Transition Zone including, but not limited to, alternatives for increasing recycled water discharges in order to produce, in combination with the base flow measured at the Lower Narrows gage, a total of at least 15,000 acre feet annually to the Transition Zone.

- B. VVWRA shall have no obligation to maintain the discharges required under this section to the extent VVWRA is enjoined or otherwise prohibited from discharging such amounts by a court or regulatory agency.
  
- C. VVWRA's discharge to the Mojave River need not be more than is necessary to produce, in combination with the base flow measured at the Lower Narrows gage, a total of 15,000 acre feet annually. The parties agree to use the Mojave Basin Area Watermaster's Annual Report of base flow for the prior water year to potentially adjust VVWRA's then current year discharge. If the combined flows at the Lower Narrows gage, as reported by the Watermaster, exceeds 15,000 acre feet for the prior water year, then during the course of: (i) the 12-month period immediately following the date that the Watermaster submits its Annual Report to the Riverside County Superior Court; or (ii) the period of time between such submittal and the Watermaster's next submittal of its Annual Report, whichever period is shorter, VVWRA may decrease its discharge by an amount equal to the prior water year's combined flow exceedance over 15,000 acre feet; provided, however, that any such decreases must be averaged as evenly as practicable on a daily basis over that period; provided, further that, if there are three consecutive water years where base flows, in combination with discharges from the Shay Road Plant, reach at least 15,000 acre feet annually, the parties will promptly meet and confer in good faith to discuss the terms of this MOU, and to determine

6. **Term.** This MOU shall be effective from the date first written above, and shall continue unless modified or terminated by mutual agreement of the parties, or terminated pursuant to a judicial proceeding brought by either or both parties.
7. **Construction and Interpretation.** It is agreed and acknowledged by the parties that this MOU has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of the MOU. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOU.
8. **Severability.** The invalidity, illegality, or unenforceability of any provision of this MOU shall not render the other provisions unenforceable, invalid, or illegal.
9. **Governing Law.** This MOU shall be interpreted and enforced pursuant to the laws of the State of California.
10. **Modifications.** This MOU can only be modified by a written instrument executed by both parties.
11. **Entire MOU.** This MOU contains the entire understanding of the parties related to their interests, obligations, and rights in connection with the subject matter set forth herein. All prior communications, negotiations, stipulations, and understandings, whether oral or written, are of no force or effect, and are superseded, except as referred herein.
12. **Assigns and Successors.** This MOU shall be binding upon, and inure to the benefit of, the assigns or successors-in-interest of the parties herein.

The parties may change the foregoing addresses by providing written notice in compliance with this paragraph.

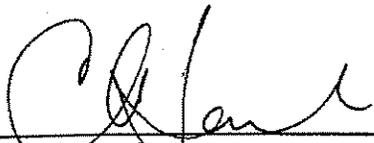
IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first written above.

**VICTOR VALLEY WASTEWATER  
RECLAMATION AUTHORITY**

By   
\_\_\_\_\_  
Daniel P. Gallagher  
VWVRA General Manager

Dated: 6/27/03

**CALIFORNIA DEPARTMENT OF  
FISH AND GAME**

By   
\_\_\_\_\_  
Curt Taucher  
Regional Manager, Eastern Sierra – Inland Desert Region

Dated: 7/7/03

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**N.2 VVWRA (AVAILABILITY OF ADEQUATE RECLAIMED  
WATER SUPPLIES TO SERVE VV2 PROJECT)**



# Victor Valley Wastewater Reclamation Authority

*A Joint Powers Authority and Public Agency of the State of California*

20111 Shay Road • Victorville, California 92394  
Telephone: (760) 246-8638 • Fax: (760) 246-5440  
e-mail: mail@vwwra.com

Mr. Thomas M. Barnett  
Executive Vice President  
Inland Energy, Inc.  
3501 Jamboree Road  
South Tower, Suite 606  
Newport Beach, CA 92660

RE: Victorville 2 Power Plant

Dear Mr. Barnett:

The Victor Valley Wastewater Reclamation Authority (VWVRA) supports your plans to cool the VV2 power Plant with reclaimed water. VWVRA also looks forward to working with you and your team, during the negotiation, design and installation phases of the dedicated pipeline from VWVRA to VV2.

Our current water projections indicate a surplus of water available for use by your project and we welcome the opportunity to have VV2 as a customer. Please be advised that reclaimed water is divided among the VWVRA Member Agencies and you will need to contact the City of Victorville for contractual supply.

Our 2010 influent flow projection from member cities and towns is approximately 20,000 AF/Yr and it is anticipated to be divided as shown:

11,200 AF/Yr	Committed for Discharge to the Mojave River
1,700 AF/Yr	Surplus – Available to be Sold to Golf Course for Irrigation
1,000 AF/Yr	Surplus – Available to be Sold to HDPP for Cooling
3,500 AF/Yr	Surplus – Available to be Sold to VV-2 for Cooling
2,600 AF/Yr	Surplus – Available for TBD

VWVRA is committed to working with VV2 to realize additional needed electricity for the region.

Sincerely,

A handwritten signature in black ink, appearing to read "Logan Olds".

Logan Olds  
Acting General Manager