

Exhibit B

STATEMENT OF WORK

Solar Generating Facilities Maintenance and Measurement and Verification - Moorpark WRF

STATEMENT OF WORK (“**SOW**”) is governed by the Master Services Agreement (the “**Agreement**”) entered into between Veolia Sustainable Buildings USA West, Inc. (“**Service Provider**”) and Ventura County Waterworks District No. 1 (“**Client**”), dated April 9, 2024. This SOW will be effective as of the SOW Effective Date, as defined below.

1. Project Overview

Service Provider will perform preventive maintenance services, repairs, and measurement and verification services as set forth herein with respect to the solar renewable energy system constructed at the Client’s Moorpark Water Reclamation Facility (“**WRF**”), constructed under a separate Statement of Work to the Agreement (such solar renewable energy system, the “**System**”).

2. Definitions

Capitalized terms used in this SOW but not otherwise defined shall have the same meaning given to those terms in the Agreement. The following definitions apply to this SOW:

“**Contract Year**” means a year during the term of this SOW running from January 1 to December 31.

“**Cumulative Annual Energy Production**” is the actual AC electrical output in kilowatt-hours (kWh) for the Contract Year, as measured and recorded by all of the System’s revenue meter(s) and adjusted for meter calibration error, if required.

“**Environmental Law**” means any law, regulation, order, settlement agreement or authority requirement, which relates to or otherwise imposes liability or standards of conduct concerning mining or reclamation of mined land, discharges, emissions, releases or threatened releases of noises, odors or any pollutants, contaminants or hazardous or toxic wastes, substances or materials, whether as matter or energy, into ambient air, water, or land, or otherwise relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of pollutants, contaminants, or hazardous wastes, substances or materials, including (but not limited to) the comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Hazardous Material Transportation Act, the Resource Conservation and Recovery Act of 1976, as amended, the Toxic Substances Control Act, as amended, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the Occupational Safety and Health Act, any so-called “Superlien” law, all as now or hereafter amended or supplemented, and the Regulations promulgated thereunder, and any other similar federal, state or local statutes.

“**Excess Energy**” means (a) any electrical output produced by the System in an Annual Production Period in excess of ninety percent (90%) of the Expected Annual Energy Production for such Annual Production

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Period and (b) any electrical output produced by the System prior to the first Annual Production Period. Excess Energy shall be reduced by any electrical output required to meet the Energy Production Guarantee, as set forth in Section 7.D.

“Expected Annual Energy Production” means 620,910.3 kWh for the first Contract Year following the Final Completion Date, which amount may be adjusted based on the actual installed System at Final Completion. For each subsequent Contract Year, the Expected Annual Energy Production will be degraded by 0.5% from the prior Contract Year.

“Final Completion” is as defined in the Statement of Work regarding construction of the System.

“Final Completion Date” shall mean the first day of the month following (a) Final Completion and (b) receipt by Service Provider of all payments due and owing Service Provider for construction of the System under the Agreement.

“Governmental Approval” means any consent, license, approval, exemption, permit, or other authorization of whatever nature that is required to be granted by any Government Body or any third party that is required with respect to the siting, construction, repair, or operation and maintenance of the System in accordance with this SOW, or otherwise necessary to enable either Party to exercise its rights, or observe or perform its obligations under this SOW.

“Governmental Body” means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

“Hazardous Materials” means any substance regulated under any Environmental Law, or any substance defined as or included in the statutory or regulatory definitions of pollutant, hazardous substance, hazardous or toxic waste, hazardous material, or “toxic substance” under any Environmental Law, including, without limitation, any (a) substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., and in the regulations promulgated pursuant thereto, (b) substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as “hazardous substances,” (c) other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under any Laws, including without limitation, any Environmental Laws, any applicable local, state or federal law or regulations, and (d) materials, wastes or substances which are or contain petroleum, asbestos, polychlorinated biphenyls, flammable explosives or radioactive materials.

“SOW Effective Date” means the date of Final Completion of the System, as defined in the SOW between the Parties regarding the construction of the System.

3. Payment

Client shall pay Service Provider an annual fee payable by January 1 in advance of the forthcoming Contract Year in consideration of the provision of services under this SOW for that forthcoming Contract Year (the **“Annual Fee”**). The Annual Fee for the first Contract Year will be Twelve Thousand Three

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Hundred Thirty dollars (\$12,330.00), which shall be prorated from the SOW Effective Date to the following December 31. Effective each July 1, the amount of the Annual Fee shall be adjusted for inflation between the SOW Effective Date or previous July 1 and the current July 1 in proportion to the change in the Employment Cost Index, Total compensation for Private Industry Workers (not seasonally adjusted) (Series CIU2010000000000I) for the United States, as published by the Bureau of Labor Statistics of the U.S. Department of Labor or any successor to that index. If the applicable Employment Cost Index is negative, the annual adjustment of service fee shall be deemed to be zero percent (0%) and shall not be negative.

4. Term and Termination

The term of this SOW shall be from the SOW Effective Date to the date that is twenty (20) years from the SOW Effective Date, unless terminated pursuant to the terms of the Agreement or the terms of this SOW. Upon the expiration of the term or termination of this SOW, Service Provider will be entitled to access the System and remove any and all meters, monitoring equipment, measurement devices, and data transmission equipment provided by Service Provider pursuant to this SOW.

Either Party may terminate this SOW by providing the other party with sixty (60) days' written notice. Upon termination of this SOW, Client will pay Service Provider for all work performed and accepted by Client through the effective date of termination within ten (10) business days of the effective date of termination. If Client terminates this SOW prior to the end of the term, Service Provider shall be entitled to keep the entire Annual Fee for the then-current Contract Year, and Client shall reimburse Service Provider for all of Service Provider's reasonable costs associated with removing Service Provider's meters, monitoring equipment, measurement devices, and data transmission equipment within ten (10) business days of receiving an invoice from Service Provider for such costs. If Service Provider terminates this SOW prior to the end of the term, Service Provider shall refund Client a pro-rated amount of the pre-paid Annual Maintenance Fee for the Contract Year in which the termination occurs within ten (10) business days of the effective date of termination.

5. Scope of Work

A. Preventive Maintenance Services

Service Provider shall provide the following preventative maintenance services for the System during the term of this SOW:

- i. Inspection: Inspect PV modules (including, but not limited to, for potential overshadowing or shading), combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis.
- ii. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- iii. Monitoring: Monitor system performance on a daily basis.
- iv. Cleaning:
 - a. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches as needed to prevent a shortfall in the

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Cumulative Annual Energy Production with respect to the applicable Expected Annual Energy Production for any given Annual Production Period.

- b. Wash PV modules and remove accumulated dust and debris as needed to prevent a shortfall in the Cumulative Annual Energy Production with respect to the applicable Expected Annual Energy Production for any given Annual Production Period.

B. Repair Services

Upon becoming aware that a portion of the System is damaged, Client and Service Provider shall promptly notify the other Party of such damage. If such damage requires safe-off, repair, demolition and/or reconstruction, or otherwise requires repairs outside of any applicable warranty, then the Client may, at its option, engage Service Provider to conduct repairs. Before proceeding with any such repairs, Service Provider and Client shall execute a work order detailing work to be done and an estimate of costs. Unless otherwise noted in the work order, work will be done on a time and materials basis, at the rates set forth in the table below, which reflect standard business hours, Monday through Friday, 9am to 5pm. Non-business hours and Saturdays will be charged at 1.5x rates, and Sundays and bank holidays in the State of California will be charged at 2.0x rates.

Labor Category		Straight Time
Hourly Rate – PV Electrical Journeyman Technician ¹	\$/hr.	Applicable Prevailing Wage Rate
Hourly Rate – PV Electrical Apprentice Technician ¹	\$/hr.	Applicable Prevailing Wage Rate
Hourly Rate – Engineering ²	\$/hr.	\$ 195.00
Hourly Rate – Administrative ²	\$/hr.	\$ 110.00
Service call-out - Daily minimum fee ²	\$	\$ 580.00
Mileage	\$	IRS Rate
Materials	\$	Then-Current Market Price
Lift rental fee	\$	Then-Current Market Price
Material and rental mark-up %	%	15.00

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¹ Trade Hourly rate will be adjusted based on then-applicable prevailing wage rate determination plus Burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

² Escalated each year in accordance with the escalation rate for the Annual Fee as set forth in Section 3.

C. Warranty Services

Service Provider will serve as Client's point of contact for issues related to the warranty set forth in Section 6 of the Agreement and applicable Manufacturer Warranties.

D. Logs

Upon completion of any maintenance or repair work, Service Provider shall update service logs detailing the work performed, its location, and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to Client on a quarterly basis and shall be made available to Client upon request.

E. Measurement and Verification Services

- i. Service Provider shall monitor the energy output and energy management performance of the System by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment, and by performing off-site monitoring and tracking, as set forth below.
- ii. Service Provider will supply the System with a revenue-grade meter, as well as a weather station (the meter and the weather station, in addition to other necessary hardware incidental thereto, "**Data Acquisition System**" or "**DAS**"), which will at all times remain the property of Service Provider. The DAS will be connected to Service Provider's Hubgrade center. Via Hubgrade, Service Provider will provide real-time monitoring of the Generating Facility.
- iii. Service Provider will develop dashboards to facilitate real-time monitoring and tracking, which will help drive corrective maintenance needed to sustain the System. Hubgrade will provide readily available access to various internal and external information collected on the System.
- iv. As part of the Hubgrade and DAS monitoring installation, Service Provider shall:
 - a. Supply and install hardware specific to the DAS system.
 - b. Supply and install, terminate, label, and test all Data Point of Connection ("**DPOC**") communication cabling from each DAS node to the predetermined and respective DPOC(s), in accordance with any Client specifications.
 - c. Test and verify network connectivity.
 - a. Provide TCP/IP internal addressing and verification
 - d. Supply, install, and configure one or more Modbus-based digital Net Energy Meter ("**NEM**").
 - e. Connect the data portion of digital NEM(s) to their respective DPOC(s).

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- f. Supply, install, and configure a Modbus based digital Net Generation Output Meter (“**NGOM**”).
 - g. Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
 - h. Provide basic system training to designated Client maintenance staff.
- v. Service Provider may engage Amazon Web Services, Inc. (“**AWS**”) to provide data storage, cloud computing, to host data and store content and information from the System. Such data may be stored in regions outside of the United States, including Europe, UK, or Australia. Upon Service Provider’s written instruction, AWS may transmit, maintain and store all or parts of your information used by Service Provider during the term of this SOW. In using Service Provider’s services under this SOW, Client hereby consents: (a) for Service Provider to engage AWS; and (b) to Service Provider disclosing or transferring your information to AWS and related companies outside of the United States for the sole purpose of allowing AWS to host all information necessary to support and provide the services herein.
- vi. Service Provider hereby grants to Client a non-transferrable, non-exclusive, royalty-free license to use any data as necessary to provide the services in this SOW to Client. Except as otherwise agreed, the Parties agree that all records and other data as they relate to the services in this SOW, in whole or part, including (without limitation), files, input materials, data, reports, derivative works, forms, or other relevant work product received, computed, developed, used and/or stored, whether maintained in written or electronic format, during the term and/or pursuant to this Agreement are the exclusive property of Service Provider. Client has no and acquires no right, title or interest, whether express or implied, in and to Service Provider’s data. Client will only use and access Service Provider’s data as necessary for the purposes set forth in this SOW.

F. Measurement and Verification Methods

For determining output of the System, Service Provider will use International Performance Measurement and Verification Protocol (“**IPMVP**”) Option B techniques, as set forth in the IPMVP Core Concepts published in March 2022. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameters may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance.

G. Energy Savings Report

Annually following the Final Completion Date, Service Provider shall submit to Client a report containing a calculation of the energy output of the System during the applicable Contract Year. Service Provider will use its best efforts to submit such report within ninety (90) calendar days after receipt of all needed information for a Contract Year, unless additional information is needed to accurately calculate the energy output, in which case Service Provider will notify Client within the ninety (90) calendar day period.

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6. Client Responsibilities

Beginning on the SOW Effective Date and for the duration of the term of this SOW, Client's obligations under this SOW shall include, without limitation, the following:

- A. Make prompt payment of all invoices submitted to Client by Service Provider in accordance with this Agreement.
- B. Provide Service Provider, its employees, independent contractors, and subcontractors with access to the Generating Facilities and access to and the maintenance of the rights of way to the System at all times for Service Provider, its employees, independent contractors, and subcontractors to perform the O&M Services in accordance with this Agreement, including reasonable work, parking, and equipment staging areas.
- C. Ensure all Governmental Approvals required of Client have been obtained and are properly maintained in effect throughout the Term of this Agreement.
- D. Ensure all of the insurance coverages and policies that Client is obligated to obtain under the Agreement are obtained and maintained in accordance with the provisions of the Agreement.
- E. Cooperate with Service Provider in providing Service Provider with and/or executing such documents as Service Provider may reasonably request in order to perform its obligations under this SOW.
- F. Operate and maintain reasonable security systems to reasonably secure the System.
- G. Maintain all landscaping in and around the System, including tree trimming and bird nesting.
- H. Provide Service Provider, its employees, independent contractors, and subcontractors with access to electrical power and other utilities that are available at the System as reasonably necessary for Service Provider to satisfy its obligations under this SOW.
- I. Remediate, pursuant to Applicable Law, any Hazardous Materials encountered by Service Provider during the performance of the services under this SOW, including any backfill with clean soil as may be reasonably required.
- J. Upon termination of this SOW, Service Provider will continue to maintain logs of the type set forth in Section 4.D above. This provision will survive termination of this SOW and the Agreement.

7. Guarantee

- A. Service Provider shall conduct and provide to Client an evaluation each Contract Year following the Final Completion Date to determine the Cumulative Annual Energy Production from the System for such Contract Year.
- B. The Cumulative Annual Energy Production shall be measured for each complete Contract Year, January 1 to December 31 ("**Annual Production Period**"). No evaluation will be performed for the first partial period (Final Completion Date to the first January 1 of the term of this SOW) and last partial period (from the last January 1 to the end of the term or termination of this SOW) due to incomplete data.

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- C. The Cumulative Annual Energy Production shall be compared to the Expected Annual Energy Production calculated upon Final Completion to evaluate the performance of the System.
- D. Subject to Section 7.K below, Service Provider hereby guarantees to Client that the energy output of the System, plus any available Excess Energy, shall be ninety percent (90%) of the Expected Annual Energy Production for the System for each Annual Production Period, subject to the adjustments in Sections 7.G, 7.H, and 7.I below (the **"Energy Production Guarantee"**). Any Excess Energy used to meet the Energy Production Guarantee shall be deducted from the available Excess Energy.
- E. The evaluation shall be conducted in accordance with Section 5.F above.
- F. Subject to Section 7.K below, if the System fails to meet the Energy Production Guarantee, then within ninety (90) calendar days after the failure is identified, the Service Provider shall pay Client the difference between the Cumulative Annual Energy Production and the Energy Production Guarantee for such period multiplied by seventeen cents per kWh (\$0. 17/kWh) (the **"True-Up Refund"**). The True-Up Refund shall increase three percent (3%) annually each Contract Year following Final Completion.
- G. The Expected Annual Energy Production for the System shall be reduced accordingly for the applicable Annual Production Period for the period of time the System, or a portion thereof, is not in operation or operating in a diminished capacity in connection with (a) temporary removal of the System, a movement to an alternate location, or a temporary shutdown of the System or any portion thereof; (b) annual solar irradiation levels for an Annual Production Period falling more than 5% below typical levels for the site of the Project per the Typical Meteorological Year (TMY), 10km grid (34.22,-119.08) as determined by the National Renewable Energy Laboratory Solar Prospector dataset, (c) the occurrence of an event of force majeure (as set forth in Section 22 of the Agreement) (**"Force Majeure"**) has temporarily impaired or disabled the operation of the System or any portion thereof; (d) vandalism, theft, or other damage to the System not caused by Service Provider, (e) utility-caused outages, or (f) any manufacturer defects that cause outages. Service Provider shall provide and justify data verifying the loss of generation.
- H. Service Provider's Expected Annual Energy Production shall proportionately terminate and be of no further force or effect if the System, or any portion thereof, is subject to a permanent shutdown or an event of Force Majeure occurs, the effect of which to permanently impair or interfere with the operation of the System, or any portion thereof.
- I. The Parties agree that Client shall avoid activities that result in overshadowing or shading of the System in a manner that would prevent Service Provider from satisfying its Energy Production Guarantee. In the event the System, or any portion thereof, is overshadowed or shaded in a manner that prevents Service Provider from satisfying its Energy Production Guarantee for any reason beyond the control of Service Provider, Service Provider's Expected Annual Energy Production shall be reduced accordingly. Service Provider shall provide and justify data verifying the loss of generation due to overshadowing, shading, or other reductions. In the event that Service Provider becomes aware of overshadowing or shading of the System, Service Provider shall promptly notify Client in writing regarding such overshadowing or shading.
- J. In the event this SOW is terminated, the Energy Production Guarantee will terminate immediately, and Service Provider will have no further liability for the Energy Production Guarantee.

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- K. In the event that the System fails to meet the Energy Production Guarantee, Service Provider shall have the right to remedy the situation before a True-Up Refund is due. If Service Provider chooses to remedy an energy production shortfall during an Annual Production Period (such period, a “**Shortfall Period**”), Service Provider shall provide written notice to Client of Service Provider’s intent to remedy such shortfall, and Service Provider shall, at its own expense and within a reasonable time, act to rectify the underperformance. Service Provider shall have until the end of the Annual Production Period following such Shortfall Period to remedy the System (such period, the “**Remedy Period**”). No True-Up Refund shall be applied during the Remedy Period. At the end of the Remedy Period, the energy output of the Shortfall Period and the Remedy Period shall be aggregated and compared to the Expected Annual Energy Production for such two-year period, and if such aggregate energy output falls short of the aggregate Expected Annual Energy Production, then Service Provider shall pay a True-Up Refund for such two-year period pursuant to Section 7.F above.

8. Client Responsibilities

Service Provider shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by Client:

A. Client shall furnish, to the extent not already provided to Service Provider: (a) all surveys or other information in Client’s possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in Client’s possession concerning subsurface conditions, including without limitation the existence of any known hazardous materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in Client’s possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.

B. Client shall provide continuous access to the Site to perform the Work.

C. Client shall clear all debris from the area of work prior to Work;

D. Client shall obtain all permits relevant to the Work and shall pay for all taxes, fees, and costs required to obtain such permits;

E. Client shall pay for and provide communication access (internet) for system monitoring.

9. Prevailing Wage

To the extent applicable, the services under this SOW shall be performed as a public work and pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof. Service Provider shall post a copy of the determination of the California Department of Industrial Relations (“**DIR**”) of the prevailing rate of per diem wages at each job site. This work is subject to compliance monitoring and enforcement by the DIR. Service Provider shall maintain all records in accordance with Federal and State requirements and shall cooperate with the Client’s labor compliance monitoring.

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The payroll records will be certified and submitted by Service Provider on a monthly basis with its application for payment or at other times that may be required by the DIR. Service Provider will also make available or furnish a certified copy of all payroll records for inspection or upon request of the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards or the DIR.

This Work is subject to apprenticeship requirements and attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 *et seq.* to ensure compliance and complete understanding of the law regarding apprentices.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this SOW to be signed by their respective authorized representatives as of the SOW Effective Date.

Veolia Sustainable Buildings USA West, Inc.

By: _____
Name:
Title:

Ventura County Waterworks District No. 1

By: _____
Name:
Title: