SITE CERTIFICATION AGREEMENT
BETWEEN

THE STATE OF WASHINGTON

AND

HORSE HEAVEN WIND FARM, LLC

For the

HORSE HEAVEN WIND FARM
BENTON COUNTY, WASHINGTON
EXECUTED *MONTH, DAY, YEAR*

ENERGY FACILITY SITE EVALUATION COUNCIL
OLYMPIA, WASHINGTON

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SITE CERTIFICATION AGREEMENT
FOR THE HORSE HEAVEN WIND FARM
CONTENTS

Attachments

1. Appendix 1: Report to the Governor, Recommendation on Application Docket No. EF-220011 entered XXXXX.
2. Appendix 2: Mitigation Measures.
3. Appendix 3: Legal Descriptions.

SITE CERTIFICATION AGREEMENT

FOR THE HORSE HEAVEN WIND FARM

between

THE STATE OF WASHINGTON

and

HORSE HEAVEN WIND FARM, LLC

This Site Certification Agreement (Agreement or SCA) is made pursuant to Revised Code of Washington (RCW) 80.50 by and between the State of Washington, acting by and through the Governor of Washington State, and Horse Heaven Wind Farm, LLC (Certificate Holder).

Horse Heaven Wind Farm, LLC and Scout Clean Energy LLC (Scout) filed, as permitted by law, an application with the Energy Facility Site Evaluation Council (EFSEC or Council) for site certification for the construction and operation of a wind energy, battery energy storage system, and solar powered generation facility, to be located in Benton County, Washington. The Council reviewed Application EF-210011 and recommended approval of the Revised Final Application dated September 2023 and execution of a draft Site Certification Agreement by the Governor. On _____, 2024, the Governor approved this Site Certification Agreement authorizing Horse Heaven Wind Farm, LLC to construct and operate the Horse Heaven Wind Farm Project (Project).

The parties hereby now desire to set forth all terms, conditions, and covenants in relation to such site certification in this Agreement pursuant to RCW 80.50.100(2).

ARTICLE I: SITE CERTIFICATION

A. Site Description

The Certificate Holder plans to construct and operate a renewable energy-generating facility with a combination of wind and solar facilities, as well as battery energy storage systems (BESS). The project components will predominantly be on leased land within the Horse Heaven Hills area in unincorporated Benton County approximately four miles south/southwest of city of Kennewick and the larger Tri-Cities urban area. The legal description is included in Appendix 3 to this Agreement.

B. Site Certification

The State of Washington hereby authorizes Horse Heaven Wind Farm, LLC (Certificate Holder) and any and all parent companies, and any and all assignees or successors approved by the Council, to construct and operate the Horse Heaven Wind Farm Project as described herein, subject to the terms and conditions set forth in Council's Report to the Governor, Recommendation on Application Docket No. EF-220011 (Appendix 1 to this Agreement), and this Site Certification Agreement (SCA).

The construction and operation authorized in this Agreement shall be located within the areas designated herein and in the Application for Site Certification (ASC) submitted by Horse Heaven Wind Farm, LLC on February 8, 2021, revised June 15, 2022, December 29, 2022, and finalized September 25, 2023, as restricted in the Project Description set forth in Article I.C.

This Agreement authorizes the Certificate Holder to construct the Horse Heaven Wind Farm Project such that commercial operation commences no later than ten (10) years from the effective date of this SCA, subject to possible extension by the Council if construction is underway and proceeding to timely completion. Project construction must start within ten years of the effective date of the SCA as defined in WAC 463-68-030 and 463-68-040.

If the Certificate Holder does not begin construction of the Project within five (5) years of the effective date of the SCA, then at least ninety days prior to the end of the five year period, the Certificate Holder must report to the Council its intention to continue and will certify that the representations in the SCA, environmental conditions, pertinent technology, and regulatory conditions have remained current and applicable, or identify any changes and propose appropriate revisions to the Agreement to address changes as required in WAC 463-68-060. Construction may begin only upon prior Council authorization and approval of such certifications per WAC 463-68-070. If the Certificate Holder does not begin construction of the Project within ten (10) years of the effective date of the SCA all rights under this SCA will cease. If commercial operations have not commenced within 10 years of the effective date of the SCA, the Agreement expires unless the Council approves an extension of the term of the Agreement as requested by the Certificate Holder (WAC 463-68-080).

Subject to the restrictions described in Article I.C, below, the Project will consist of a maximum nameplate energy generating capacity of up to 1,150 Megawatts (MW) output as alternating current (MWac) and will include: wind turbines, photo voltaic (PV) panels, single axis tracking

PV modules and inverters, an electrical collection system, BESS, underground communication lines, Project substations, operation and maintenance facilities, access roads, interior roads, security fencing, a collector substation, electrical interconnection infrastructure, meteorological towers, and control houses. The Project may include up to four Project substations.

C. Project Description

Consistent with the Report to the Governor, Recommendation on Application Docket No. EF-220011, the following restrictions are imposed on the facility as described in the final ASC dated September 25, 2023:

1. Turbines shall not be constructed within a 2-mile radius of ferruginous hawk nests documented in the Priority Habitat and Species (PHS) database at the time of construction; other primary Project components, specifically solar arrays and BESS, shall not be sited within 0.5 miles of a documented ferruginous hawk nest (see Appendix 2; Spec-5 Ferruginous Hawk for additional details),

2. Primary Project components shall not be constructed within movement corridors modeled as medium to very high linkage, and secondary Project components shall be located outside of corridors modeled as high to very high linkage unless co-located with existing infrastructure, such as roads or transmission corridors (see Appendix 2; Hab-1 Wildlife Movement Corridors for additional details), and

3. Solar arrays shall not be sited on any rabbitbrush shrubland or WDFW-designated Priority Habitat types (see Appendix 2; Veg-10 Shrubland and PHS Avoidance for additional details).

These restrictions, detailed in full in Appendix 2, substantially reduce the project footprint as described in the final ASC. The project authorized by this Agreement, is defined by applying the above restrictions to the project as described below.

The Project's Lease Boundary encompasses approximately 72,428 acres and is bisected by Interstate 82 (I-82) into a western project area and an eastern project area. The turbines and supporting facilities encompass an 11,850-acre Micrositing Corridor within the Project Lease Boundary. The Solar Siting Areas and supporting facilities encompass 10,755 acres, of which a maximum of 5,447 acres will be occupied by solar arrays totaling up to 800 MWac. The Maximum Extent of the Project is 72,428 acres. The Project will be accessed from I-82, State Route 221, State Route 397, County Well Road, Sellards Road, Webber Canyon Road, Locust Grove Road, and Plymouth Road.

The majority of the Project's Lease Boundary is privately owned; however, five Washington Department of Natural Resources (DNR) parcels that are in state trust lands are located within the lease boundary. Four of these parcels may contain turbines and supporting structures.

The Horse Heaven Wind Farm Project will consist of the following components:

1. *Micrositing Corridor.* The approximately 11,850-acre corridor in which turbines and supporting facilities shall be sited during the final design.

2. *Wind Turbine Generators (WTGs)*. The wind turbine model selection is dependent on the commercial availability and technology at the time of construction. The number of turbines will not exceed 222 and the maximum turbine height at blade tip will not exceed 671 feet and will be one of four General Electric (GE) models: two with maximum blade tip height of 499 feet: GE 2.82 MW and GE 3.03 MW and two with a maximum blade tip height of 671 feet: GE 5.5 MW and Siemens Gamesa SG 6.0 MW. WTGs will be secured to a foundation.

3. *Solar Modules.* The solar modules, commonly known as solar panels, are electrical devices that use mono-crystalline, poly-crystalline, or CadTe cells to generate electricity by converting sunlight into Direct Current (DC) electrical energy.

4. *Solar Arrays*. A solar array is the complete power-generating unit, consisting of multiple solar modules, tracking systems, posts, and related electrical equipment. Solar arrays will occupy up to three distinct solar areas on no more than 5,447 acres surrounded by six-foot tall security fencing. The location of the solar arrays shall be selected from three proposed locations during the final design.

5. *Solar Siting Areas*. Solar Siting Areas consist of solar arrays, BESS, and substations.

6. *Tracking System.* The solar panels shall be mounted together into solar modules on a steel racking system which utilizes a single-axis tracking system (SAT).

7. *Posts.* The tracking system is secured by steel posts which serve as the foundation. The posts are driven into the ground to a depth of approximately eight to 15 feet depending on site specific soil conditions.

8. *Cabling.* Cables collect and aggregate DC electricity prior to conversion to AC and being sent to substations. Approximately 30,000 to 35,000 linear feet of low-voltage cabling will connect the solar modules of each string in series, and likely combined multiple strings to a single combiner box. Cabling from multiple combiner boxes connect single inverters to the collection system. Cabling is mounted to the tracking system, placed in cable trays, or buried.

9. *Inverters and Transformers*. The electricity produced by the solar panels is in direct current (DC) form and converted by and inverter into alternating current (AC). The electricity from the inverters will be routed to transformers that will increase the output voltage (660 volts per individual unit) to the collection system voltage (34.5 kV). The transformers may be co-located with the inverters or centrally located within the solar array.

10. *Electrical Collector Lines.* Underground collection lines will be installed to an approximate depth of 36 inches. Some collector lines will be installed on aboveground overhead structures when a buried cable is infeasible, such as a canyon crossing. Aboveground junction boxes will be installed as required for connections and splices for the collection lines, approximately every 5,000 to 8,000 feet.

11. *Fiber-optic Cables.* Fiber-optic cables used for telemetry, control, and communication purposes will be installed to an approximate depth of 36 inches in the same location as the collector lines.

12. *Facility Substation.* The Project includes up to four substations, of which two substations will be co-located with the Operations and Maintenance facilities. Three of the substation locations are within the western project area and one in the eastern project area. Each substation will permanently occupy a 4-acre site enclosed within a security wire mesh fence and will consist of substation transformers, circuit breakers, switching devices, auxiliary equipment, control enclosure (containing equipment for control, protection, monitoring, and communications), and other associated equipment and facilities.

13. *Operations and Maintenance Facilities.* The Project includes up to two Operations and Maintenance (O&M) facilities with one directly adjacent to the project's eastern substation and one located adjacent to the western step-up substation. Each O&M facility will occupy approximately four acres and will include a single or two-story building housing operating personnel, offices, operations and communication equipment, parts storage and maintenance activities, and a vehicle parking area. The O&M facilities will also include an outdoor storage area for larger equipment and materials. The O&M facilities will be entirely surrounded by security fencing.

14. *Civil Infrastructure*. Infrastructure will include access gates, internal access roads, and security fencing.

15. *Battery Energy Storage System.* The Project includes up to two AC-coupled battery energy storage systems (BESS) capable of storing and later deploying up to 300 MW of solar-generated electricity using lithium-ion batteries and supplying it back to the grid when needed. The BESS will be placed in equipment containers on a concrete slab. The equipment containers will hold the batteries, a supervisory and power management system, cooling system (if needed), and a fire detection system. The BESS enclosures will be secured with a fence.

16. *Meteorological Towers*. The Project includes up to four permanent unguyed meteorological towers (met towers) to obtain wind data for performance management during operations. The free-standing met towers will be located within the micrositing area with heights not to exceed the maximum hub height of the turbines (up to 411 feet). The permanent towers must be marked and lighted as specified by the Federal Aviation Administration (FAA).

17. *Aircraft Detection Lighting System*. The Certificate Holder will apply to the FAA for permission to install an Aircraft Detection Lighting System (ADLS). Up to five FAA-compliant ADLS radar sensor units and a supervisory control and data acquisition (SCADA) system and associated communications systems will be mounted on turbine nacelles with supporting systems mounted on meteorological towers.

18. *SCADA System and Communications System*. Safety and control mechanisms will be monitored using a SCADA system. Turbines, met towers, solar arrays, BESS, and substations will be connected to the SCADA system via fiber-optic cables for monitoring energy generation, storage, and electrical systems.

19. *Transmission Line*. The Project includes up to three single-circuit overhead transmission lines. Up to 0.5 miles of 230 kV to connect the eastern substation to the BPA Bofer Canyon Substation; up to 4.6 miles of 500 kV gen-tie from the Project's west substation to the BPA

Webber Canyon Substation; up to 0.35 miles of 500 kV gen-tie from the Project's west solar substation and switchyard at County Well Road to the BPA Webber Canyon substation; and up to 5.4 miles of 34.5 kV solar intertie connecting the Sellards Road solar array to the Project's west solar substation and switchyard at County Well Road. There is also an optional east-west inter-tie 230 kV single-circuit overhead transmission crossing Interstate 82.

20. *Temporary Laydown Yard*. Up to two temporary laydown yards in order to construct the Project are included. Two proposed laydown yards will be established within the Project Lease Boundary to facilitate the delivery and assembly of materials and equipment.

The location of Project facilities including, but not limited to, the wind turbines, solar panels, BESS, electrical collection and distribution system, electrical transformers, electrical generation tie lines, roadways, and other related infrastructure, is generally described in the final ASC, as modified by this Agreement. The final location of the wind turbines, solar panels and other project facilities within the Project Footprint may vary from the locations shown on the conceptual drawings provided in the ASC but shall be consistent with the conditions of this Agreement and in accordance with the final construction plans approved by EFSEC pursuant to Article IV.CC.

ARTICLE II: DEFINITIONS

Where used in this Site Certification Agreement, the following terms shall have the meaning set forth below:

1. "Application" or "ASC" means the Horse Heaven Wind Farm Final Application for Site Certification submitted on September 22, 2023 and revised layout changes received September 27, 2023.

2. "Approval" (by EFSEC) means an affirmative written decision by EFSEC or its authorized agents including those actions and consultations delegated to Council staff regarding documents, plans, designs, programs, or other similar requirements submitted pursuant to this Agreement.

3. "Begin Commercial Operation" or "Beginning of Commercial Operation" means the time when the Project begins generating and delivering electricity to the electric power grid, other than electricity that may be delivered as a part of testing and startup of the Project.

4. "BMPs" means Best Management Practices.

5. "BPA" means Bonneville Power Administration.

6. "Certificate Holder" means Horse Heaven Wind Farm, LLC, any and all parent company(s), or an assignee or successor in interest authorized by the Council.

7. "CFE" means the Counsel for the Environment serving by appointment pursuant to RCW 80.50.080.

8. "Completion of Construction" means the time when all Project facilities have been substantially constructed and are in operation.

9. “Construction” means any of the following activities: Project Site clearing, grading, earth moving, cutting or filling, excavation, preparation of roads and/or laydown areas, foundation construction including hole excavation, form work, rebar, excavation and pouring of concrete for the inverter pads and switchyard, or erection of any permanent, above-ground structures including any solar tracking assemblies, the transformer, transmission line poles, substation poles, or meteorological towers.

10. “County” means Benton County, Washington.

11. “DAHP” means the Washington State Department of Archaeology and Historic Preservation.

12. “DS” means the Determination of Significance issued on May 11, 2021 by EFSEC.

13. “DNR” means the Washington State Department of Natural Resources.

14. “Ecology” means the Washington State Department of Ecology.

15. “Effective date,” for purposes of calculating deadlines under and expiration of this Agreement, means the date on which the Governor signs this Agreement, although the Agreement must also be signed by Horse Heaven Wind Farm, LLC to become binding.

16. “EFSEC” or “Council” means the State of Washington Energy Facility Site Evaluation Council, or such other agency or agencies of the State of Washington as may hereafter succeed to the powers of EFSEC for the purposes of this Agreement.

17. “EFSEC Costs” means any and all reasonable costs, both direct and indirect, actually incurred by EFSEC with respect to inspection and determination of compliance by the certificate holder with the terms of this Agreement.

18. “EIS” or “Final EIS” means the Horse Heaven Wind Farm Final Environmental Impact Statement issued by EFSEC on October 31, 2023.

19. “FAA” means the Federal Aviation Administration.

20. “Horse Heaven Wind Farm Project” or “Project” means those Horse Heaven Wind Farm Project facilities described Article I.C, including wind turbines, solar panels and their construction areas; electrical collection/interconnection and communication systems; electrical step-up and interconnection transformers; Battery Energy Storage System; access roadways; temporary construction-related facilities; substations: and other related Project facilities. The specific components of the Project are identified in Article I.C.

21. “Lease Boundary” means the total area leased by the Certificate Holder for the Horse Heaven Wind Farm Project.

22. “Micrositing” or “micro-siting” means the final technical and engineering process by which the Certificate Holder shall recommend to the Council the final location of solar project facilities on the Project Footprint.

23. “NPDES Permit” means National Pollutant Discharge Elimination System permit.

24. “Project”, see definition for “Horse Heaven Wind Farm Project”.

25. “Project Footprint” means the actual footprint of the Project as determined in accordance with Article I.C.

26. “PTAG” means Pre-operational Technical Advisory Group as described in Article IV.G.

27. “RCW” means the Revised Code of Washington.

28. “Site,” or “Project Site,” means the land on which the Horse Heaven Wind Farm Project is authorized to be constructed and operated, as determined under Article I.C.

29. “Site Certification Agreement,” “SCA” or “Agreement” means this formal written agreement between the Certificate Holder and the State of Washington, including all attachments hereto and exhibits, modifications, amendments, and documents incorporated herein.

30. “State” or “state” means the State of Washington.

31. “Substantial Completion” means the Project is generating and delivering energy to the electric power grid.

32. “TAC” means Technical Advisory Committee as described in Article IV.G and Article V.B.

33. “WAC” means the Washington Administrative Code.

34. “WDFW” means the Washington Department of Fish and Wildlife.

35. “WSDOT” means the Washington State Department of Transportation.

36. “WTG” means wind turbine generator.

ARTICLE III: GENERAL CONDITIONS

A. Legal Relationship

This Agreement shall bind the Certificate Holder, and its successors in interest, and the State and any of its departments, agencies, divisions, bureaus, commissions, boards, and its political subdivisions, subject to all the terms and conditions set forth herein, as to the approval of, and all activities undertaken with respect to the Project or the Site. The Certificate Holder shall ensure that any activities undertaken with respect to the Project or the Project Footprint by its agents (including affiliates), contractors, and subcontractors comply with this Agreement and applicable provisions of Title 463 WAC. The term “affiliates” includes any other person or entity controlling, controlled by, or under common control of or with the Certificate Holder.

This Agreement, which includes those commitments made by the Certificate Holder in the ASC, mitigation requirements included in the Final Environmental Impact Statement issued October 31, 2023, and conditions identified by the EFSEC Council within the recommendation report to the governor issued on XX Date, constitutes the whole and complete agreement between the State of Washington and the Certificate Holder, and supersedes any other negotiations, representations, or agreements, either written or oral.

B. Enforcement

1. This Agreement may be enforced by resort to all remedies available at law or in equity.

2. This Agreement may be suspended or revoked by EFSEC pursuant to RCW 34.05 and RCW 80.50, for failure by the Certificate Holder to comply with the terms and conditions of this Agreement, for violations of RCW 80.50 and the rules promulgated thereunder, or for violation of any applicable resolutions or orders of EFSEC.

3. When any enforcement action of the Council is required by or authorized in this Site Certification Agreement, the Council may, but shall not be legally obligated to, conduct a hearing pursuant to RCW 34.05.

C. Notices and Filings

Filing of any documents or notices required by this Agreement with EFSEC shall be deemed to have been duly made when delivery is made to EFSEC's offices at Energy Facility Site Evaluation Council, 621 Woodland Square Loop SE, Olympia, WA 985043, or to PO Box 43172, Olympia, WA 98504-3172.

Notices to be served by EFSEC on the Certificate Holder shall be deemed to have been duly made when deposited in first class mail, postage prepaid, addressed to the Certificate Holder at Horse Heaven Wind Farm, LLC, 1805 29th Street, Suite 2050, Boulder, CO 80301 c/o General Counsel,legal@scoutcleanenergy.com and mailto:dave@scoutcleanenergy.com.

D. Rights of Inspection

Throughout the duration of this Agreement, the Certificate Holder shall provide access to the Site, the Project structures, buildings and facilities, underground and overhead electrical lines, and all records relating to the construction and operation of the Project to EFSEC and its designated representatives and to EFSEC contractors in the performance of their official duties. Such duties include, but are not limited to, environmental monitoring as provided in this Agreement and monitoring and inspections to verify the Certificate Holder's compliance with this Agreement. EFSEC personnel or any designated representatives of EFSEC shall follow all worker safety requirements observed and enforced on the Project Site by the Certificate Holder and its contractors.

E. Retention of Records

The Certificate Holder shall retain such records as are necessary to demonstrate the Certificate Holder's compliance with this Agreement.

F. Consolidation of Plans and Submittals to EFSEC

Any plans required by this Agreement may be consolidated with other such plans if such consolidation is approved in advance by EFSEC. This Site Certification Agreement includes time periods for the Certificate Holder to provide certain plans and other information to EFSEC or its designees. The intent of these time periods is to provide sufficient time for EFSEC or its designees to review submittals without delay to the Project construction schedule, provided submittals made to EFSEC and/or its designees are complete.

G. Site Certification Agreement Compliance Monitoring and Costs

The Certificate Holder shall pay to the Council all EFSEC costs incurred during the construction and operation of the Project to assure compliance with the conditions of this Agreement, as required by RCW 80.50.071(2). The amount and manner of payment shall be prescribed by EFSEC pursuant to applicable procedures.

The Certificate Holder shall deposit with EFSEC a sum to guarantee payment of all EFSEC Costs as defined in Article II.16, consistent with RCW 80.50.071(2)(a), for the period commensurate with the activities of this Agreement.

H. Site Restoration

The Certificate Holder is responsible for site restoration pursuant to the Council's rules, WAC 463-72, in effect at the time of submittal of the Application.

The Certificate Holder shall develop an Initial Site Restoration Plan in accordance with the requirements set out in Article IV.R of this Agreement and submit it to EFSEC for approval. The Certificate Holder may not begin Site Preparation or Construction until the Council has approved the Initial Site Restoration Plan, and the required site restoration financial assurance.

The Certificate Holder shall submit a Detailed Site Restoration Plan to EFSEC for approval prior to decommissioning in accordance with the requirements of Article VIII.B of this Agreement.

I. EFSEC Liaison

No later than thirty (30) days from the effective date of this Agreement, the Certificate Holder shall designate a person to act as a liaison between EFSEC and the Certificate Holder.

J. Changes in Project Management Personnel

The Certificate Holder shall notify EFSEC of any change in the primary management personnel, or scope of responsibilities of such personnel, for the Project.

K. Amendment of Site Certification Agreement

1. This Agreement may be amended pursuant to EFSEC rules and procedures applicable at the time of the request for amendment. Any requests by the Certificate Holder for amendments to this Agreement shall be made in writing.

2. No change in ownership or control of the Project shall be effective without prior Council approval pursuant to EFSEC rules and procedures.

3. Repair, maintenance, and replacement of Project facilities:

   a. The Certificate Holder is permitted, without any further amendment to this agreement, to repair and maintain Project Facilities described in Article I.C, consistent with the terms of this Agreement.

b. The Certificate Holder shall notify EFSEC of the replacement of any significant portion of the Project Facilities no later than thirty (30) days prior to the replacement occurring.

4. In circumstances where the Project causes a significant adverse impact on the environment not previously analyzed or anticipated by this Agreement, or where such impacts are imminent, EFSEC shall take all steps it deems reasonably necessary, including imposition of specific conditions or requirements on the Certificate Holder as a consequence of such a situation in addition to the terms and conditions of this Agreement. Such additional conditions or requirements initially shall be effective for not more than ninety (90) days and may be extended once for an additional ninety (90) day period if deemed necessary by EFSEC to pursue ongoing, or continuing temporary, arrangements under other authority, including but not limited to RCW 34.05, RCW 80.50 RCW, or Title 463 WAC.

L. Order of Precedence

In the event of an inconsistency or apparent ambiguity in this Agreement, the inconsistency or ambiguity shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations;

2. Applicable State of Washington statutes and regulations;

3. The body of this Site Certification Agreement, including any other provision, term, or material incorporated herein by reference or otherwise attached to, or incorporated in, this Agreement;

4. The application of common sense to achieve a result consistent with law and the principles effected in this document.

M. Review and Approval Process; Exceptions

1. Except for the Initial and Final Site Restoration Plans, prior to any site work, the Council may delegate to the EFSEC Director authority to approve or deny the construction and operational plans required by this Agreement. The EFSEC Director shall ensure that the construction and operational plans have been sufficiently reviewed prior to approval.

2. The EFSEC Director may allow temporary exceptions from plan requirements or provisions of the SCA when such exceptions are not contrary to the purposes of the SCA, provided that a record is kept, and Council members are immediately notified. Any Council member may within seven (7) days of the notice put the item on a Council meeting agenda for review.

ARTICLE IV: PLANS, APPROVALS AND ACTIONS REQUIRED PRIOR TO CONSTRUCTION

A. Plan Submission Requirements

All identified plans and submissions must adhere to the requirements and obligations set forth in relevant regulations, this Agreement and the ASC.

Unless otherwise noted, all plans and submissions required prior to beginning site construction activities are required to be filed with EFSEC ninety (90) days prior the start of Construction. The Certificate Holder shall not begin Construction activities until all applicable elements of the required pre-construction plans or commitments outlined in this Agreement and the ASC are in place, and Council approval of required plans and authorization to begin construction has been obtained.

B. Notice of Federal, State, and Local Permit Approvals

The Certificate Holder shall notify the Council of all Federal, State, and Local permits, not preempted by RCW 80.50.110 and 120, that are required for construction and operation of the Project, if any, and the anticipated date of permit issuance to the Certificate Holder. The Certificate Holder shall notify the Council when all required permits have been obtained, no later than ten (10) business days after the permit has been issued.

C. Mitigation Measures

During construction, operation, decommissioning, and site restoration of this Project, the Certificate Holder shall implement the conditions set forth in this Agreement, including, but not limited to, commitments presented in the ASC, mitigation measures identified in the final EIS, and conditions identified in the recommendation to the governor (see Appendix 2 for a full list).

No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall file with EFSEC a comprehensive list of these conditions, or at such time defined within the condition. For each of these mitigation measures, the Certificate Holder shall in the same filing further identify the construction plan and/or operation plan addressing the methodology for its achievement.

The specific plans and submittals listed in the remainder of this Article IV, and Articles V, VI, VII, and VIII, shall incorporate these mitigation measures as applicable. The mitigation measures included in the final EIS are presented in their entirety in Appendix 2 of this Agreement.

D. Construction Stormwater Pollution Prevention Plan

1. Notice of Intent. No later than 60 days prior to the beginning of Site Preparation the Certificate Holder shall file with EFSEC a Notice of Intent to be covered by a General National Pollutant Discharge Elimination System (NPDES) Permit for Stormwater Discharges Associated with Construction Activities.

2. Construction Stormwater Pollution Prevention Plan. No later than 60 days prior to the beginning of Site Preparation, the Certificate Holder shall submit to EFSEC a

Construction Stormwater Pollution Prevention Plan (Construction SWPPP). The Construction SWPPP shall meet the requirements of the Ecology stormwater pollution prevention program (WAC 173-230), and the objectives and requirements in Special Condition S.9 of the *National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activities* issued by the Department of Ecology on January 1, 2021 or as revised. The Certificate Holder shall include measures for temporary erosion and sedimentation control in the Construction SWPPP as included in the Stormwater Management Manual for Eastern Washington.

The Construction SWPPP shall identify a regular inspection and maintenance schedule for all erosion control structures. The schedule shall include inspections after significant rainfall events. Any damaged structures shall be addressed immediately. Inspections, and subsequent erosion control structure corrections, shall be documented in writing and available for EFSEC's review on request (see Appendix 2; W-6 Wetland SWPPP).

E. Temporary Erosion and Sediment Control Plan.

The Certificate Holder shall develop a Temporary Erosion and Sediment Control (TESC) Plan. No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall submit the TESC Plan to the Council for approval and provide a copy to Ecology for comment. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the TESC Plan. As an alternative to submitting a separate TESC Plan, the Certificate Holder may include measures for temporary erosion and sedimentation control in the Construction SWPPP required in Article IV.D.2, above.

F. Spill Prevention, Control and Countermeasures Plan

The Certificate Holder shall develop a Spill Prevention, Control, and Countermeasures Plan (SPCCP) in the event that quantities of materials maintained on site are of sufficient quantity to qualify, consistent with the requirements of 40 CFR Part 112 and shall adhere to requirements identified in this agreement and the ASC including an employee training plan to include the use of spill response equipment, orientations identifying the location of hazardous materials, proper storage of hazardous materials, and location of spill response equipment to ensure that workers are competent in spill response (see Appendix 2; W-5 Employee Training).

The Construction SPCC Plan shall include the Project Footprint, and all access roads. The Certificate Holder shall require all contractors working on the facility to have a spill prevention and countermeasure program consistent with the above requirements. The Certificate Holder shall not begin Site Preparation prior to obtaining approval of the Construction SPCC Plan. All applicable elements of the Construction SPCC Plan shall be implemented prior to the beginning of Site Preparation.

Spill response equipment shall be stored in every project vehicle regularly accessing the site during construction, operation, and decommissioning (see Appendix 2; W-8 Spill Response Equipment). In addition, an oil pan shall be placed below heavy equipment when stored or not in use on site.

G. Pre-operational Technical Advisory Group

The Certificate Holder, in consultation with EFSEC, shall establish a Pre-operational Technical Advisory Group (PTAG) as defined by mitigation measure Hab-4 in Appendix 2. The PTAG shall be established at least one year prior to construction and is responsible for reviewing and providing technical advice on documents produced by the Certificate Holder related to wildlife and wildlife habitat. The PTAG shall also provide advice on adaptive management. The PTAG shall be responsible for, at a minimum:

1. Reviewing and providing technical advice on Project wildlife and habitat management plans (e.g. ferruginous hawk management plans).

2. Reviewing and providing advice to EFSEC on pre-design and pre-construction data collection requirements to address Project mitigation measures and conditions or management plans.

3. Reviewing and providing advice to EFSEC on the final Project design.

4. Advising on thresholds to be applied to the Project that would trigger the requirement for additional mitigation measures.

The PTAG shall cease to exist once the Certificate Holder has completed all planned construction and shall be replaced by the Technical Advisory Committee (TAC). The PTAG may include representation by WDFW, DNR, interested tribes, Benton County, and the USFWS. The PTAG may also include local interest groups, not-for-profit groups, and landowners. The exact composition of the PTAG will be determined through discussions between the Certificate Holder and EFSEC and will depend on the relevance and/or availability of proposed members.

The Certificate Holder shall contact the agencies and organizations identified through discussions with EFSEC requesting that they designate a representative to the PTAG, and that the agencies or organizations notify EFSEC in writing of their PTAG representative and of their member's term of representation.

The Certificate Holder shall submit to EFSEC proposed Rules of Procedure describing how the PTAG shall operate, including but not limited to a schedule for meetings, a meeting procedure, a process for recording meeting discussions, a process for making and presenting timely PTAG recommendations to the Council, and other procedures that will assist the PTAG to function properly and efficiently. The Certificate Holder will provide a copy of the proposed Rules of Procedure at the first PTAG meeting for review and comment. Any modifications to the Rules of Procedure suggested by the PTAG must be approved by EFSEC prior to adoption.

The PTAG will provide advice on adaptive management and the development of the final Project layout and design as defined in the final EIS mitigation measures in Appendix 2 of this SCA. The mitigation measures may not be limited to those listed in Appendix 2 and the ultimate authority to require implementation of additional mitigation measures, including any recommended by the PTAG, shall reside with EFSEC.

H. Indirect Habitat Loss Management Plan

The Certificate Holder shall in coordination with the PTAG develop an Indirect Habitat Loss Management Plan (IHLMP) that addresses potential indirect habitat loss resulting from the Project (see Appendix 2; Hab-5 Indirect Habitat Loss Management Plan). Compensatory habitat mitigation must fully offset the loss of habitat function and value. The IHLMP must be provided to the PTAG for review 90 days prior to construction. Approval of the IHLMP shall reside with EFSEC.

The objectives of the IHLMP would be to identify a Project-specific Zone of Influence (ZOI) and required mitigation based on the Project-specific ZOI. The Project-specific ZOI would be developed based on Project conditions and may differ from the ZOI presented in the EIS. The IHLMP would include:

1. A description of the study's purpose and objectives.
2. A description of methods to define Project-specific ZOIs (e.g., gradient analysis, nest density).
3. A description of data requirements to establish Project-specific ZOIs and field programs that would be implemented (pre-construction and post-operation).
4. A description of the duration of studies required to establish Project-specific ZOIs.
5. A description of criteria to be used to compensate for loss of habitat function and value.
6. An environmental effectiveness monitoring strategy of compensatory habitat to ensure that the habitat meets success criteria.

The IHLMP would also include a series of compensatory site-selection criteria, developed in consultation with the PTAG. The selection criteria would be used to evaluate candidate habitat compensation habitats through one or more actions of land acquisition, on-site easements and restoration (excluding areas impacted by the Project such as temporary laydown areas), and/or fee-based mitigation (see Appendix 2; Hab-8 Indirect Habitat Loss Compensation). The development of conservation easements shall be prioritized. Habitats that achieve more of the criteria would be identified as the preferential sites. Selection criteria would include, at a minimum:

1. Proximity to the Lease Boundary (e.g., hierarchy of preferences with respect to location— within the Lease Boundary being the highest priority, adjacent to the Lease Boundary being the second highest priority, and off site being the third priority).
2. Protection of existing native shrub-steppe or grassland habitats.
3. Encompassing sensitive or important wildlife habitat (e.g., mapped movement corridors, ferruginous hawk core habitat, HCAs, areas of high prey abundance).
4. Proximity to Project infrastructure.

Fee-based mitigation to compensate for the remaining permanent and altered (indirect) impacts to purchase other lands suitable as in-kind and/or enhancement mitigation shall be provided to WDFW, or a third party identified by WDFW, and agreed to by EFSEC to purchase other lands suitable as in-kind and/or enhancement mitigation. The fee-based mitigation rationale, including a description of how much compensatory habitat would be addressed through conservation easements (see Option 1 of the ASC Draft Wildlife and Habitat Mitigation Plan mitigation strategy) and the rationale for why fee-based mitigation is required shall be submitted to EFSEC for review and approval (see Option 2 and 3 of the ASC Draft Wildlife and Habitat Mitigation Plan). Fee-based mitigation shall be determined by market rates and land sales within the general vicinity of the Lease Boundary for lands containing comparable habitat types and quality present within the Lease Boundary.

I. Total Financial Obligation

Fee-based mitigation will be determined and agreed to by EFSEC as a Total Financial Obligation (TFO) (see Appendix 2; Hab-8 Indirect Habitat Loss Compensation). The TFO will be determined by multiplying the cost per acre by the total Compensatory Mitigation Acres (CMA) remaining after the application of conservation easements as detailed in Option 1 of the ASC Draft Wildlife and Habitat Mitigation Plan mitigation strategy. A one-time 15% premium to cover administration and management costs for the purchased lands shall also be applied to the TFO. The TFO would be calculated based on the following: *Average Comparable Land Sale Cost (per acre)*(CMA-Option 1 Acres)*1.15 = TFO*

If construction has not begun within 12 months of the approval of the TFO, the TFO identified will expire and must be recalculated prior to beginning construction.

J. Wildlife and Habitat Management Plan

The Certificate Holder shall develop a Wildlife and Habitat Mitigation Plan, in consultation with EFSEC and WDFW (see Appendix 2; Hab-8 Indirect Habitat Loss Compensation).

1. The Plan shall specify the Certificate Holder's plan for meeting Compensatory Mitigation Obligations. The Certificate Holder's Compensatory Mitigation Obligations will be met through the mechanisms identified in the final EIS and associated staff memos.

2. Pre-construction Project layout drawings will show expected permanent and temporary land disturbances.

3. The Plan shall include a process to determine the actual impacts to habitat following the completion of construction. In the event that actual impacts to habitat exceed the expected impacts determined prior to construction, the Habitat Mitigation Plan will include a mechanism for the Certificate Holder to provide supplemental compensatory mitigation (Supplemental Mitigation). In the event of such determination, WDFW shall provide evidence of such exceedance of impacts. Supplemental Mitigation, if any, would be proportional to impacts and may take the form of additional on-site habitat enhancement or the payment of an additional fee equivalent to the value of permanently disturbed project acres to WDFW in lieu of mitigation. Any supplemental mitigation

would be established in coordination with WDFW and reviewed and approved by the Council prior to implementation.

K. Raptor Nest Monitoring and Management Plan

Wind turbine buffer zones shall be established around all known raptor nests and be a minimum of 0.25 miles. The Certificate Holder shall prepare a Raptor Nest Monitoring and Management Plan for review by EFSEC and the Pre-operational Technical Advisory Group (PTAG) if buffer zones cannot be maintained (see Appendix 2**;** Wild-8 Turbine Buffer Zones).

L. Species Specific Mitigation Plans

Striped Whipsnake & Sagebrush Lizard: The Certificate Holder must conduct pre-construction surveys for the striped whipsnake and sagebrush lizard prior to alteration or destruction of suitable habitat (see Appendix 2; Spec-1 Striped Whipsnake & Sagebrush Lizard). WDFW shall be contacted prior to undertaking these surveys. If these species are identified through pre-construction surveys, the Certificate Holder shall prepare a Reptile Management Plan to reduce potential impacts on habitat, mortality, and barriers to movement for review by the PTAG and approved by EFSEC prior to implementation.

Burrowing Owl: The Certificate Holder shall conduct burrowing owl surveys within areas of direct loss (permanent, temporary, and modified) and associated Zones of Influence (ZOI). The results of these surveys would be provided to the PTAG and EFSEC and used to inform the final Project layout. If active burrows are identified within the Lease Boundary, the Certificate Holder shall develop a Burrowing Owl Management Plan for review by the PTAG and approved by EFSEC prior to implementation per Appendix 2; Spec-4 Burrowing Owl.

Ferruginous Hawk: The Certificate Holder shall not site any wind turbines within core habitat in ferruginous hawk territories, defined as the area within a 2-mile radius surrounding ferruginous hawk nests documented in the WDFW Priority Habitats and Species (PHS) data at the time of construction. Other primary Project components, specifically solar arrays and BESS, shall not be sited within 0.5 miles of a documented ferruginous hawk nest. Siting of solar arrays or BESS within 0.5-2 miles of a known ferruginous hawk nest or secondary project components (i.e., roads, transmission lines, substations, etc.) within 2 miles of a documented ferruginous hawk nest may be considered if the Certificate Holder is able to demonstrate all of the following:

1. The nest site is no longer available,
2. Foraging habitat is no longer viable to the species, and
3. Compensation habitat would provide a net gain in ferruginous hawk habitat.

Project infrastructure shall not be sited within two miles of a ferruginous hawk nest without prior consultation with the PTAG and approval by EFSEC and will require a project specific Ferruginous Hawk Mitigation and Management Plan (see Appendix 2; Spec-5 Ferruginous Hawk). Results of ferruginous hawk monitoring programs and adaptive management would continue through Project operation and decommissioning with review by the TAC and approval by EFSEC.

M. Revegetation and Noxious Weed Management Plan

The Certificate Holder shall develop a Revegetation and Noxious Weed Management Plan, in consultation with EFSEC staff, WDFW, and Ecology.

1. The Plan must address vegetation management activities related to Project construction and operation.

2. The Certificate Holder shall develop the Plan to require all temporarily disturbed areas to be reseeded with an appropriate native seed mix selected in coordination with WDFW.

3. In consultation with WDFW, the Plan shall include a restoration schedule that identifies timing windows during which restoration should take place, and an overall timeline for when all restoration activities will be completed.

4. The Plan shall also include benchmarks and a timeline for revegetation success, and a plan for monitoring revegetation to ensure success.

5. This plan must address the requirements set forth in YCC 16C.11.070 and WAC 463-60-332(3).

6. The Plan must specify methods that will be implemented for effective noxious weed control and revegetation.

7. The plan must identify mowing schedule for vegetation maintenance and must be restricted March 15 to May 15 and limited to the extent practicable from February 1 to March 15 and May 15 to September 30.

N. Corridor Mitigation Plan

The Certificate Holder shall develop a Corridor Mitigation Plan for any secondary Project components, as defined in Hab-1, to be sited within medium to very high linkage movement corridors, in consultation with the PTAG and reviewed and approved by EFSEC. The plan shall provide rationale for siting components within wildlife movement corridors as detailed in Appendix 2; Hab-1 Wildlife Movement Corridors. Results of corridor monitoring shall be reviewed annually with the TAC to evaluate the effectiveness and apply additional measures if necessary.

O. Livestock Management Plan

The Certificate Holder shall prepare a Livestock Management Plan with property owners and livestock owners to control the movement of animals within the Lease Boundary during construction, operation and decommissioning (see Appendix 2**;** LSU-1 Livestock Management Plan).

P. Dryland Farming Management Plan

The Certificate Holder shall prepare a Dryland Farming Management Plan for construction, operation, and decommissioning that outline communication requirements between the Certificate Holder and the landowners. The plan would establish work windows that would allow farmers uninterrupted access to their fields for dryland wheat planting and harvesting (see Appendix 2; LSU-2 Dryland Farming Management Plan)**.**

Q. Adaptive Safety Management Plan

To mitigate the loss of safe recreation, use for recreation enthusiasts, the Certificate Holder shall coordinate with local and regional (when appropriate) recreation groups (e.g., the Northwest Paragliding Club, the Tri-City Bicycle Club) to develop and maintain an Adaptive Safety Management Plan to continue access to recreation activities in the Project area while keeping recreation enthusiasts safe (see Appendix 2**;** R-3 Recreation Safety Management Plan).

R. Initial Site Restoration Plan

The Certificate Holder is responsible for Project decommissioning and site restoration pursuant to Council rules. The Certificate Holder shall develop an Initial Site Restoration Plan at least 90 days prior to the beginning of site preparation in consultation with EFSEC staff pursuant to the requirements of WAC 463-72-040 in effect on the date of Application. The objective of the Plan shall be to restore the Project Site to approximate pre-Project condition or better (see Appendix 2; LSU-5 Site Restoration Plan. Refer also to Veg-7 Detailed Site Restoration Plan, Hab-1 Wildlife Movement Corridors, Hab-8 Indirect Habitat Loss Compensation, Spec-5 Ferruginous Hawk, Spec-9 Ring-necked Pheasant, and Spec-12 Townsend's Ground Squirrel for additional habitat and species-specific restoration requirements).

The Initial Site Restoration Plan shall be prepared in detail commensurate with the time until site restoration is to begin. The scope of proposed monitoring shall be addressed in the Initial Site Restoration Plan pursuant to the requirements of WAC 463-72-020.

The Plan shall include the following elements:

1. A detailed engineering estimate of the costs of the Certificate Holder or Transferee hiring a third party to carry out Site Restoration. A third party is a party who is neither a parent nor a subsidiary of the Certificate Holder. The estimate may not be reduced for "net present value" or and may not include any salvage value that may be realized from the sale of facility structures or equipment, property interests, or other assets associated with the facility at the time of decommissioning and Site Restoration.

2. Decommissioning Timing and Scope, as required by Article VIII.D of this Agreement.

3. Decommissioning Funding and Surety, as required by Article VIII.Q of this Agreement.

4. Mitigation measures described in the final EIS, the Revised Final Application, and this Agreement.

5. A plan that addresses both the possibility that site restoration will occur prior to, or at the end of, the useful life of the Project and also the possibility of the Project being suspended or terminated during construction.

6. A description of the assumptions underlying the plan. For example, the plan should explain the anticipated useful life of the Project, the anticipated time frame of site restoration, and the anticipated future use of the Project Site.

7. An initial plan for demolishing facilities, salvaging equipment, and disposing of waste materials.

8. Performing an on-site audit and preparing an initial plan for disposing of hazardous materials (if any) present on the site and remediation of hazardous contamination (if any) at the site. In particular, if the Certificate Holder constructs the Project with solar panels incorporating hazardous materials, such as Cadmium Telluride, then the Certificate Holder shall use appropriate precautions during decommissioning and removal of the solar panels to safely dispose of and to avoid, and, if necessary, remediate any soil contamination resulting from the panels' hazardous materials.

9. An initial plan for restoring the Project Site, including the removal of structures and foundations to four feet below grade and the restoration of disturbed soils.

10. Provisions for preservation or removal of Project facilities if the Project is suspended or terminated during construction.

S. Construction Traffic Control Plan

The Certificate Holder shall develop a Construction Traffic Control Plan, in consultation with EFSEC and WSDOT.

1. The Traffic Control Plan must address traffic management during improvement of highway access.

2. The plan must contain measures to facilitate safe movement of vehicles in the vicinity of the construction zone and be in accordance with 23 CFR Part 655, Subpart F.

T. Cultural and Archaeological Resources Unanticipated Discovery Plan

With the assistance of an experienced archaeologist, and in consultation with EFSEC, Department of Archaeology and Historic Preservation (DAHP), and any concerned Tribes, the Certificate Holder shall develop a Cultural and Archaeological Resources Unanticipated Discovery Plan for monitoring construction activities and responding to the discovery of archaeological resources or buried human remains.

1. Prior to construction, the Certificate Holder shall obtain any necessary DAHP permits and perform any additional necessary archaeological work in order to comply with RCW 27.53.

2. The recommended mitigation measures included in Appendix 2; Table CR-2 Summary of Recommendations for Archaeological and Architectural Resource Mitigation shall be used in development of mitigation strategies.

3. The Certificate Holder shall obtain all necessary DAHP permits and perform all necessary archaeological work in order to comply with RCW 27.53 prior to disturbing the site.

4. The Certificate Holder shall provide copies of the draft Cultural and Archaeological Resources Unanticipated Discovery Plan for comment from the Yakama Nation and other potentially affected tribes prior to EFSEC approval.

5. The Cultural and Archaeological Resources Unanticipated Discovery Plan shall include, but not be limited to, the following:

a. A copy of the final construction and micro-siting plans for the Project and shall provide for the avoidance of archaeological sites where practical.

b. For sites to be avoided, the boundaries of identified cultural resources and buffer zones located within project boundaries shall be staked in the field and flagged as no-disturbance areas to avoid inadvertent disturbance during construction. These site markings will be removed following construction.

c. The Plan shall address alternative mitigation measures developed in coordination with DAHP and affected tribes to be implemented if it is not practical to avoid archaeological sites or isolates.

d. The Plan shall address the possibility of the unanticipated discovery of archaeological artifacts during construction.

e. If any archaeological artifacts, including but not limited to human remains, are observed during construction, then disturbance and/or excavation in that area will cease, and the Certificate Holder shall notify DAHP, EFSEC, and any affected Tribes and, in the case of human remains, the County Coroner or Medical Examiner.

i. At that time, appropriate treatment and mitigation measures shall be developed in coordination with the agencies and tribes cited above and implemented following approval by EFSEC.

ii. The Certificate Holder Shall develop a Cultural and Archaeological Resources Monitoring and Mitigation Plan in coordination with the Yakama Nation, other effected Tribes, and DAHP and submit the plan for EFSEC for final approval.

iii. If Project facilities cannot be moved or re-routed to avoid the resources, the Certificate Holder shall contact EFSEC and DAHP for further guidance, which may require the implementation of a treatment plan. If a treatment plan is required, it shall be developed in consultation with DAHP and any affected Tribes.

Mitigation measures are intended to minimize impacts on historic and cultural resources with elevated sensitivity (precontact archaeological resources, National Register of Historic Places (NRHP)-eligible historic-period archaeological resources, TCPs, and unidentified historic and cultural resources), primarily through avoidance. If avoidance is not possible, the mitigation clarifies which resources would require a DAHP permit prior to disturbance. Mitigation

measures also identify instances where engagement with DAHP, Tribes, and/or landowners would be required.

U. Construction Emergency Response Plan

The Certificate Holder shall prepare and submit a Construction Emergency Response Plan.

1. The Certificate Holder shall coordinate development and implementation of the Plan with applicable local and state emergency services providers.

2. The Certificate Holder shall retain qualified contractors familiar with the general construction techniques and practices to be used for the Project and its related support facilities.

3. The construction specifications shall require contractors to implement a safety program that includes an Emergency Plan.

4. The Construction Emergency Response Plan shall include consideration of the items identified in Appendix P of the ASC.

V. Construction Fire Control Plan

The Certificate Holder shall develop and implement a Construction Fire Control Plan in coordination with state and local agencies to minimize the risk of accidental fire during construction and to ensure effective response to any fire that does occur on the Project Footprint at any time. The Certificate Holder shall submit the Construction Fire Control Plan to EFSEC for review and approval at least ninety (90) days prior to Construction and provide a copy to Benton County Fire Districts #1 and #5. The Certificate Holder shall not begin Construction prior to obtaining EFSEC approval of the Construction Fire Control Plan.

W. Construction Health and Safety Plan

The Certificate Holder shall develop and implement a Construction Health and Safety Plan in consultation with local and state organizations providing emergency response services to ensure timely response in the event of an emergency.

X. Construction Site Security Plan

The Certificate Holder shall develop and implement a Construction Site Security Plan in consultation with local and state organizations providing emergency response services.

Y. Utilities

1. The Certificate Holder Shall identify the source of potable water for use during project operations and provide to EFSEC confirmation of availability of water via a drinking well permit or some other agreed upon mechanism for supply of potable water.

2. The Certificate Holder Shall provide certification of water availability for process waters used for site construction to include vegetation management and solar panel washing.

Z. Soil Destabilization Notification and Fugitive Dust Control

The Certificate Holder must notify EFSEC at least 90 days prior to commencing construction. This notification is referred to as a Proof of Contact: Soil Destabilization Notification (see Appendix 2; A-2 Speed Limit). The Certificate Holder shall implement appropriate mitigation measures to control fugitive dust from roads and construction activities. The Certificate Holder shall use water or a water-based, environmentally safe dust palliative such as lignin, for dust control on unpaved roads during Project construction. The Certificate Holder shall not use calcium chloride for dust suppression.

AA. Construction Management Plan

The Certificate Holder shall, with the assistance of Council staff, develop a detailed Construction Management Plan in consultation with affected state and local agencies.

1. The Plan shall address the Construction phases for the Project and shall be generally based on the mitigation measures contained in this Agreement and the ASC.

2. The plan shall identify the construction management protocols used to address the mitigation measures contained in this Agreement and the ASC.

BB. Construction Schedule

No later than thirty (30) days prior to the beginning of Construction, the Certificate Holder shall submit to EFSEC an overall construction schedule. Thereafter, the Certificate Holder shall notify EFSEC of any significant changes in the construction schedule.

CC. Construction Plans and Specifications

The Certificate Holder shall submit to EFSEC those construction plans, specifications, drawings, and design documents that demonstrate the Project design will be in compliance with the conditions of this Agreement.

1. The Certificate Holder shall also provide copies to WDFW, Ecology, DAHP, and other agencies as EFSEC may direct, for comment.

2. The plans shall include the overall Project site plans, equipment, and material specifications.

3. The construction plans and specifications shall be in compliance with Benton County construction and building codes.

4. The plans shall identify any items relevant to the mitigation measures contained in this Agreement, the final EIS, and the ASC.

5. The Certificate Holder shall consult with emergency services suppliers prior to preparing final road construction plans, to ensure that interior all-weather access roads are sufficient to provide reliable access by emergency vehicles.

6. In its final design for construction, the Certificate Holder shall maximize the use of existing roads and pathways and minimize the construction of new roads as much as reasonable and practical to minimize disturbance of existing habitat. The final design

shall be subject to approval by EFSEC as part of the overall construction plans and specifications.

DD. Federal Aviation Administration Review

1. No later than thirty (30) days prior to the beginning of Construction, the Certificate Holder shall provide to EFSEC copies of the Determination of Non-Hazard certificates issued by the Federal Aviation Administration (FAA).

2. In accordance with RCW 70A.550.020, Laws of 2023, ch. 334, § 2, the project shall apply to the FAA for approval to install an aircraft detection lighting system (ADLS). There is the potential for additional impacts or permitting considerations associated with this installation. If approved by the FAA, EFSEC shall review the proposed ADLS system prior to installation to determine whether any additional permits and conditions are required. Any identified additional permits and conditions would be subject to review and approval by the Council.

ARTICLE V: PROJECT CONSTRUCTION

A. Environmental Monitoring During Construction

1. Environmental Monitor (EM). EFSEC shall provide on-site environmental monitoring for the construction phase of the Project, at the Certificate Holder's cost. The EM shall be an independent, qualified engineering firm (or a person) selected by EFSEC and shall report directly to EFSEC.

2. Environmental Compliance Program for Construction Activities. The Certificate Holder shall identify and develop an Environmental Compliance Program in consultation with the EM and other EFSEC designees.

a. The Environmental Compliance Program shall cover avoidance of sensitive areas during construction, waste handling and storage, stormwater management, spill prevention and control, habitat restoration efforts begun during the construction phase of the Project, and other mitigation measures required by this Agreement, the final EIS, and the ASC.

b. The Environmental Compliance program shall develop inspection criteria used to ensure relevant mitigation commitments, approved plans, and program avoidance activities are adhered to. Inspection criteria shall include inspection checklist items, "stop work" criteria, and procedures for responding to stop work notices and program deficiencies. The Certificate Holder shall implement the program to ensure that construction activities meet the conditions, limits, and specifications set out in the Site Certification Agreement, all Attachments thereto, and all other applicable state and federal environmental regulations.

3. Copies of Plans and Permits Kept on Site. A copy of the Site Certification Agreement, Plans approved by the Council or its designees, and all applicable construction permits shall be kept at the Project Site. The lead Project construction personnel and construction project managers will be required to read, follow, and be responsible for all required compliance activities.

4. Environmental Violations and Stop-Work Orders. Upon identification of an environmental noncompliance issue, the EM will work with the responsible subcontractor or direct-hire workers to correct the violation. If non-compliance is not corrected in a reasonable period of time, the EM shall request that EFSEC issue a "stop-work" order for that portion of the work not in compliance with Project environmental requirements. EFSEC will promptly notify the EM of any "stop work" orders that have been issued. Failure to correct a violation at the request of the EM may be considered by EFSEC in exercising its authority under RCW 80.50.155 to issue penalties to persons who violate the SCA or an EFSEC-issued permit.

B. Technical Advisory Committee

The Certificate Holder, in consultation with EFSEC, shall establish a Technical Advisory Committee (TAC) as defined in Appendix 2**;** Hab-4 Establish PTAG and TAC. The TAC shall

be established prior to Project operation and will replace the PTAG. The TAC shall exist for the life of the Project and will be responsible for, at a minimum:

1. Advising on the monitoring of mitigation effectiveness and reviewing monitoring reports.

2. Advising on additional or new mitigation measures that would be implemented by the Certificate Holder to address exceedances of thresholds.

3. Reviewing the results of annual data generated from surveys and incidental observations and providing recommendations for alternative mitigation and adaptive management strategies, as well as advising on aspects of existing mitigation that are no longer needed.

4. The TAC may include representation by WDFW, DNR, interested tribes, Benton County, and the USFWS. The exact composition of the TAC will be determined through discussions between the Certificate Holder and EFSEC and will depend on the relevance and/or availability of proposed members.

No later than ninety (90) days prior to the beginning of Commercial Operation, the Certificate Holder shall contact the agencies and organizations listed above requesting that they designate a representative to the TAC, and that the agencies or organizations notify EFSEC in writing of their TAC representative and of their member's term of representation. No later than sixty (60) days prior to the beginning of Commercial Operation, the Certificate Holder shall convene the first meeting of the TAC.

No later than sixty (60) days after the beginning of Commercial Operation, the Certificate Holder shall submit to EFSEC proposed Rules of Procedure describing how the TAC shall operate, including but not limited to a schedule for meetings, a meeting procedure, a process for recording meeting discussions, a process for making and presenting timely TAC recommendations to the Council, and other procedures that will assist the TAC to function properly and efficiently. The Certificate Holder will provide a copy of the proposed Rules of Procedure at the first TAC meeting for review and comment. The TAC may suggest plan modifications; any such modifications must be approved by EFSEC.

The TAC will be convened for the life of the Project, except that EFSEC may terminate the TAC if:

1. The TAC has ceased to meet due to member attrition; or,

2. The TAC determines that all of the pre-permitting, operational and post-operational monitoring has been completed and further monitoring is not necessary; or

3. The TAC members recommend that it be terminated. If the TAC is terminated or dissolved, EFSEC may reconvene and reconstitute the TAC at its discretion.

The TAC will provide advice on adaptive management and the development of any additional mitigation measures beyond those listed in Appendix 2 of this SCA. The ultimate authority to require implementation of additional mitigation measures, including any recommended by the TAC shall reside with EFSEC.

C. Quarterly Construction Reports

The Certificate Holder shall submit quarterly construction progress reports to EFSEC no later than thirty (30) days after the end of each calendar quarter following the start of construction. Such reports shall describe the status of construction and identify any changes in the construction schedule.

D. Construction Inspection

EFSEC shall provide plan review and inspection of construction for all Project structures, underground and overhead electrical lines, and other Project facilities to ensure compliance with this Agreement. Construction shall be in accordance with the approved design and construction plans, and other relevant regulations. EFSEC may contract with Benton County, another appropriate agency, or an independent firm to provide these services.

E. As-Built Drawings

The Certificate Holder must provide an as-built report documenting the amount of temporary and permanent disturbance associated with the Project within 60 days of completion of construction. The Certificate Holder shall maintain a complete set of as-built drawings on file for the life of the Project and shall allow the Council or its designated representative access to the drawings on request following reasonable notice.

F. Habitat, Vegetation, Fish and Wildlife

The Certificate Holder shall use construction techniques and BMPs to minimize potential impacts to habitat and wildlife. In particular, construction of the Project shall be performed in accordance with mitigation items identified in the final EIS and Section 3.4 of the ASC.

Construction shall avoid removing or disturbing trees within the Project Lease Boundary, including any disturbance within the drip-line of the tree (including topping of the tree). Tree avoidance areas should be delineated using snow fencing or similar measures. Tree disturbance and removal of trees must have EFSEC prior approval including approval of a tree mitigation plan (see Appendix 2; Veg-1 Tree Avoidance).

Surveys for special status plant species shall be conducted if avoidance of Priority Habitat and/or areas that have high potential for occurrence of special status plant species is not possible (see Appendix 2; Veg-2 Pre-Disturbance Surveys for Special Status Plant Species). Surveys shall be conducted prior to both construction and decommissioning activities. The Certificate Holder shall modify the Project design to avoid the species or, where modification is not possible, additional mitigation measures must be submitted to EFSEC for consideration. Special status plant species findings shall be documented and provided to EFSEC in an annual report. Mitigation associated with the finding of special status plant species shall be tracked by an environmental monitor.

G. As-Built Report, Offset Calculation, and Monitoring Revegetation

Within 60 days of completing construction, the Certificate Holder shall provide an as-built report that documents the amount of temporary and permanent disturbance associated with the Project as described in Appendix 2**;** Veg-4 As Built Report, Offset Calculation, and Monitoring of Revegetation. EFSEC will use this report to determine the number of years that vegetation

monitoring of temporary disturbance and modified habitat shall be conducted as well as the success criteria for revegetation. Submittal of annual revegetation reports to document revegetation success are required until such time EFSEC determines that areas of modified habitat and revegetated temporary disturbance have met the success criteria.

H. Construction Noise

The Certificate Holder shall use construction techniques and BMPs to minimize potential impacts of construction related noise. In particular, construction of the Project shall be performed in accordance with mitigation items identified in the final EIS and ASC.

I. Construction Safety and Security

1. Federal and State Safety Regulations. The Certificate Holder shall comply with applicable federal and state safety regulations (including regulations promulgated under the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act), as well as local and state industrial codes and standards (such as the Uniform Fire Code). The Certificate Holder, its general contractor, and all subcontractors shall make every reasonable effort to maximize safety for individuals working at the Project.

2. Visitors Safety. Visitors shall be provided with safety equipment where and when appropriate.

J. Contaminated Soils

In the event that contaminated soil is encountered during construction, the Certificate Holder shall notify EFSEC and Ecology as soon as possible. The Certificate Holder shall manage, handle, and dispose of contaminated soils in accordance with applicable local, state, and federal requirements.

K. Light, Glare, and Aesthetics

The Certificate Holder shall use construction techniques and mitigation measures identified in the final EIS and ASC related to light, glare, and aesthetics.

Lighting

1. The Certificate Holder shall implement mitigation measures to minimize light and glare impacts as described in the ASC and the final EIS (see Appendix 2; LIG-1 LEED-certified & Security Lighting).

2. The Certificate Holder shall minimize outdoor lighting to safety and security requirements. The Certificate Holder shall avoid the use of steady-burning, high intensity lights and utilize downward-directed lighting (see Appendix 2; LIG-1 LEED-certified & Security Lighting).

Glare

1. Solar panels with an anti-reflective coating shall be utilized.

Aesthetics

1. The Certificate Holder must institute the measures identified in the ASC and final EIS (see Appendix 2; VIS-1 Foreground Turbine Locations, VIS-2 Retain Natural-appearing Agricultural Landscape, VIS-3 Turbine Cleaning, VIS-4 Solar Array Vegetation, VIS-5 Opaque Fencing, VIS-6 Retain Natural-appearing Characteristics, VIS-7 Maximize Span Length, and VIS-8 Visual Clutter).

L. Construction Wastes and Clean-Up

The Certificate Holder's waste disposal plans and schedule shall be included in the site construction plans and specifications for review and approval by EFSEC.

1. The Certificate Holder shall dispose of sanitary and other wastes generated during construction at facilities authorized to accept such wastes.

2. The Certificate Holder shall properly dispose of all temporary structures not intended for future use upon completion of construction.

3. The Certificate Holder also shall dispose of used timber, brush, refuse, or flammable materials resulting from the clearing of lands or from construction of the Project.

ARTICLE VI: SUBMITTALS REQUIRED PRIOR TO THE BEGINNING OF COMMERCIAL OPERATION

A. Plan Submission Requirements

All identified plans and submissions must adhere to the requirements and obligations set forth in relevant regulation, this Agreement, the final EIS, and the ASC.

Unless otherwise noted all plans and submissions required prior to beginning site operation are required to be filed with EFSEC ninety (90) days prior to the Beginning of Commercial Operation. The Certificate Holder shall not begin operation prior to all applicable elements of the required plans or commitments outlined in this Agreement, the final EIS, and the ASC are in place and Council approval of required plans and authorization to begin operation has been obtained.

B. Operations Stormwater Pollution Prevention Plan

The Certificate Holder shall prepare an Operations Stormwater Pollution Prevention Plan (Operations SWPPP) in consultation with Ecology.

1. The Operations SWPPP shall include an operations manual for permanent BMPs.

2. The Operations SWPPP shall be prepared in accordance with the guidance provided in the Ecology *Stormwater Management Manual for Eastern Washington, September 2019* or as revised.

3. The Certificate Holder shall annually review the Operations SWPPP against the guidance provided in the applicable *Ecology Stormwater Management Manual* and make modifications as necessary to the Operations SWPPP to comply with current requirements for BMPs.

4. The Operations SWPPP shall specify that water used for washing of the solar panels is to not contain any solvents or other additives.

C. Operations Spill Prevention, Control and Countermeasure Plan

The Certificate Holder shall update the SPCCP for Operations in consultation with Ecology, in the event that quantities of materials maintained on site are of sufficient quantity to qualify. Spill response equipment shall be stored in every vehicle accessing the site during construction, operation, and decommissioning. In addition, an oil pan shall be placed below heavy equipment when stored or not in use on site.

1. The Operations SPCCP shall be prepared pursuant to the requirements of 40 CFR Part 112, Sections 311 and 402 of the Clean Water Act, Section 402 (a)(l) of the Federal Water Pollution Control Act (FWPCA), and RCW 90.48.080.

2. The Operations SPCCP shall include the Project Footprint and all access roads as appropriate.

3. The Operations SPCCP shall be implemented within three (3) months of the beginning of Commercial Operation.

4. The Operations SPCCP must be updated and submitted to the Council every two (2) years.

D. Noxious Weed Management Plan

The Certificate Holder shall develop an updated Noxious Weed Management Plan, in consultation with EFSEC staff, WDFW, and Ecology. The updated plan must address any relevant changes to the vegetation or weed management requirements and protocols identified prior to beginning site operation.

E. Fugitive Dust

The Certificate Holder shall implement appropriate mitigation measures to control fugitive dust from roads and construction activities. The Certificate Holder shall develop a Dust Control Plan for operation and decommissioning (see Appendix 2; Veg-5 Operation and Decommissioning Dust Control Plan).

F. Post Construction Bird and Bat Fatality Monitoring Plan

Prior to initiation of operation, a Post Construction Bird and Bat Fatality Monitoring Plan shall be developed in coordination with the TAC and EFSEC (see Appendix 2; Wild-1 Post-Construction Bird and Bat Fatality Monitoring Program). Monitoring shall be conducted for a minimum of three years. The three years of monitoring need not be consecutive; however, all post construction monitoring shall be conducted within the initial five years of operation to document variation in annual fatality rates. The monitoring program must include survey methods, timing, and effort as described in the EIS and in the ASC Appendix M Bird and Bat Conservation Strategy. Surveys shall include carcass surveys and be conducted year-round in areas with turbines, solar arrays, and transmission lines at a minimum. The Adaptive management mitigation strategies should incorporate information gathered from the pre-construction baseline bat population surveys (see Appendix 2; Wild-10 Pre-construction Bat Monitoring) and be periodically reviewed (minimum of every five years) with the TAC during operation to consider inclusion of new science and technologies that may more efficiently reduce bird and bat fatalities.

G. Shadow Flicker

The Certificate Holder shall develop a mitigation and complaint resolution procedure to respond to any residential complaints regarding shadow flicker (see Appendix 2**;** SF-2 Complaint Resolution). The mitigation plan will include avoidance, minimization, and mitigation of shadow flicker through turbine pausing, planting trees, shading windows, or other mitigation measures. The complaint monitoring plan will be reviewed and approved by EFSEC prior to operation.

H. Operations Emergency Plan

The Certificate Holder shall submit for the Council's approval an Operations Emergency Plan for the Project to provide for employee and public safety in the event of emergencies.

1. The Certificate Holder shall coordinate development of the plan with local and state agencies that provide emergency response services in the Project Footprint.

2. Periodically, the Certificate Holder shall provide the Council with updated lists of emergency personnel, communication channels, and procedures.

3. The Operations Emergency Plan shall be in compliance with WAC 463-60-352.

4. The Operations Emergency Plan shall address in detail the procedures to be followed in the event of emergencies as outlined in Appendix P of the ASC.

I. Operations Fire Control Plan

The Certificate Holder shall develop an Operations Fire Control Plan in coordination with state and local agencies to minimize the risk of accidental fire during operation and ensure effective response to any fire that does occur. The Operations Fire Control Plan must consider and address potential wildfire risk minimization and response as well as provide alternatives to aerial firefighting, which will be unavailable within the Lease Boundary due to the hazards that turbines pose to aircraft.

J. Operations Health and Safety Plan.

The Certificate Holder shall develop and, after EFSEC approval, implement an Operations Health and Safety Plan. The Certificate Holder shall consult with local and state organizations providing emergency response services during the development of the plan to ensure timely response in the event of an emergency.

K. Operations Site Security Plan.

The Certificate Holder shall develop and implement an Operations Phase Site Security Plan.

1. The Plan shall include, but shall not be limited to, the following elements:

   a. Controlling access to the site by any visitors, contractors, vendors, or suppliers;

   b. Installing security lighting and fencing; and securing access to solar panels, pad transformers, pad-mounted switch panels and other outdoor facilities.

2. A copy of the final Security Plan shall be provided to EFSEC and other agencies involved in emergency response.

ARTICLE VII: PROJECT OPERATION

A. Plan Implementation and Adherence

The Certificate Holder shall adhere to and implement the provisions of the required plans, submittals, permits, the final EIS, the ASC, and any relevant regulation during project operation.

B. Water Use and Discharge

The Certificate Holder shall ensure that all stormwater control measures and discharges are consistent with the Operations SWPPP, required by Article VI.B and the Ecology *Stormwater Management Manual for Eastern Washington, September 2019* or as revised.

C. Spills Response Plan & Equipment

The Certificate Holder shall update and maintain the SPCCP as necessary. Spill response equipment shall be stored in every project vehicle regularly accessing the site during operation. In addition, an oil pan shall be placed below heavy equipment when stored or not in use on site.

D. Noise and Vibration Emissions

The Certificate Holder shall operate the Project in compliance with applicable Washington State environmental noise regulations WAC 173-60, WAC 463-62-030, WAC 173-58, and RCW 70A.20.

The Certificate Holder shall submit a Complaint-Based Noise Monitoring and Response Plan to EFSEC for review and approval prior to operation, to address low frequency noise and aeroacoustic noise (see Appendix 2; N-4 Noise Complaint Resolution Procedure, N-5 Operation Noise Complaint Resolution).

E. Fugitive Dust Emissions

The Certificate Holder shall continue to implement dust abatement measures in accordance with the Dust Control Plan.

F. Annual Monitoring Reports

The Certificate Holder shall submit annual vegetation monitoring reports to document the success of revegetation (see Appendix 2; Veg-2 Pre-Disturbance Surveys for Special Status Plant Species, Veg-3 Special Status Plant Species Education, Veg-4 As-Built Report, Offset Calculation, and Monitoring of Revegetation). EFSEC will determine the success criteria and at which time the annual vegetation monitoring reports are no longer required based on the reported results.

G. Habitat, Vegetation, and Wildlife BMPs

During Project operations, the Certificate Holder shall implement appropriate operational BMPs to minimize impacts to plants and animals. In addition to those BMPs, the Certificate Holder shall also take the following steps to minimize impacts:

1. Implementation of the Operations Fire Control Plan developed pursuant to Article VI.I, in coordination with local fire districts, to avoid accidental wildfires and respond effectively to any fire that might occur.

2. Operational BMPs to minimize storm water runoff and soil erosion.

3. Implementation of compensatory mitigation measures identified in the final EIS must be finalized within 6 months of Beginning of Commercial Operation.

4. Implementation of a plan to monitor revegetation and noxious weed control success and erosion caused by wind events. If deficiencies are confirmed, mitigation measures shall be instituted which shall be developed in coordination with WDFW and approved by EFSEC.

H. Safety and Security

1. Personnel Safety. The safety of operating personnel is governed by regulations promulgated under the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act. The Certificate Holder shall comply with applicable federal and state safety laws and regulations (including regulations under the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act) as well as local and industrial codes and standards (such as the Uniform Fire Code).

2. Visitors Safety. The Certificate Holder shall require visitors to observe the safety plans and shall provide them with safety equipment where and when appropriate.

I. Dangerous or Hazardous Materials and General Waste Management

The Certificate Holder shall handle, treat, store, and dispose of all dangerous or hazardous materials including but not limited to those related to any battery backup power sources or the optional battery energy storage system in accordance with Washington state standards for hazardous and dangerous wastes, WAC 463-74 and WAC 173-303.

Following any abnormal seismic activity, volcanic eruption, severe weather activity, flooding, vandalism, or terrorist attacks the Certificate Holder shall inspect areas where hazardous materials are stored to verify that containment systems are operating as designed.

The certificate holder shall include in its waste management plan for general waste, a commitment to recycle project components when recycling opportunities are reasonably available for wastes generated during operations and maintenance.

J. Utilities

The Certificate Holder shall provide certification of water availability for process waters used for site operation and maintenance to include potable water for site operations staff, vegetation management, and solar panel washing on an annual basis.

K. Neighboring Land Uses

Benton County is a “Right to Farm” County, codified in Benton County Code Title 14, Chapter 14.01 and 14.02. This project is located within an agricultural area, and will be subject to impacts from nearby pre-existing agricultural practices including, but not limited to: marketed produce at roadside stands or farm markets, noise, odors, dust, fumes, operation of machinery and irrigation pumps, ground and aerial seeding and spraying, the application of chemical

fertilizers, conditioners, insecticides, pesticides, and herbicides and associated drift of such materials; and the employment and use of labor. Impacts resulting from these activities shall not be found to be a public or private nuisance if the farm operation was in existence before the date of this agreement.

L. Decommissioning of Individual Wind Turbine Generators

During the lifetime of the project, the Certificate Holder may choose, or be otherwise required to, decommission individual WTGs without the entire project being terminated pursuant to Article VIII of this agreement.

In accordance with Article III. K, of this agreement, individual WTGs found to cause unanticipated significant adverse impact(s) on the environment may have further operating conditions imposed by EFSEC, including permanent shutdown, decommissioning, and removal from the Project Area. In addition, EFSEC retains the authority to order removal of any individual WTG that remains inoperable or is not used for more than six months.

The Certificate Holder will disassemble and remove from the Project Area the WTG being decommissioned within one year of the last date the WTG produced power for sale.

Decommissioning of the WTG does not require removal of the WTG foundation.

The Certificate Holder shall notify EFSEC of its intent to decommission the turbine and shall provide a schedule for decommissioning activities.

M. Shadow Flicker Mitigation Measures

The Certificate Holder shall attempt to avoid, minimize, and mitigate shadow flicker at non-participating residents (see Appendix 2; SF-1 Shadow Flicker). Shadow flicker can usually be addressed by planting trees, shading windows or other mitigation measures. As a last resort the control system of the wind turbine could be programmed to pause the blades during the brief periods when conditions result in perceptible shadow flicker.

ARTICLE VIII: PROJECT TERMINATION, DECOMMISSIONING AND SITE RESTORATION

A. Legislated Requirements

Mitigation measures applied during decommissioning shall follow the applicable legislated requirements at the time of decommissioning (see Appendix 2; Veg-6 Decommissioning Legislated Requirements).

B. Detailed Site Restoration Plan

The Certificate Holder shall submit a Detailed Site Restoration Plan to EFSEC for approval within ninety (90) days from the time the Council is notified of the termination of the Project. The Detailed Site Restoration Plan shall provide for restoration of the Project Site within the timeframe specified in Article VIII.D, taking into account the Initial Site Restoration Plan and the anticipated future use of the Project Site (see Appendix 2; Veg-7 Detailed Site Restoration Plan, LSU-5 Site Restoration Plan). The Detailed Site Restoration Plan shall address the elements required to be addressed by WAC 463-72-020, and the requirements of the Council approved Initial Site Restoration Plan pursuant to Article IV.R of this Agreement. The Certificate Holder shall not begin Site Restoration activities without prior approval from the Council. The Certificate Holder shall consult with WDFW and Ecology in preparation of the Detailed Site Restoration Plan.

C. Project Termination

1. Termination of this Site Certification Agreement, except pursuant to its own terms, is an amendment of this Agreement.

2. The Certificate Holder shall notify EFSEC of its intent to terminate the Project, including by concluding the plant's operations, or by suspending construction and abandoning the Project.

3. The Council may terminate the SCA through the process described in WAC 463-66-090, and the Council may initiate that process where it has objective evidence that a certificate may be abandoned or when it deems such action to be necessary, including at the conclusion of the plant's operating life, or in the event the Project is suspended or abandoned during construction or before it has completed its useful operating life.

D. Site Restoration Timing and Scope

Site Restoration shall be conducted in accordance with the commitments made in the Detailed Site Restoration Plan required by Article VIII.B and in accordance with the following measures:

1. Timing. The Certificate Holder shall commence Site Restoration of the Project within twelve (12) months following the termination described in Article VIII.B above.

   The period to perform the Site Restoration may be extended if there is a delay caused by conditions beyond the control of the Certificate Holder including, but not limited to, inclement weather conditions, equipment failure, wildlife considerations, or the availability of cranes or other equipment to support decommissioning.

2. Scope. Site Restoration shall involve removal of the solar panels and mounting structures; removal of foundations or other Project facilities to a depth of four (4) feet below grade; restoration of any disturbed soil to pre-construction condition; and removal of Project access roads and overhead poles and transmission lines (except for any roads and/or overhead infrastructure that Project Footprint landowner wishes to retain) (all of which shall comprise "Site Restoration"). Site Restoration shall also include the use of appropriate precautions during decommissioning and removal of any hazardous material to safely dispose of and to avoid, and, if necessary, remediate any soil contamination resulting from the hazardous materials.

3. Monthly Reports. If requested by EFSEC, the Certificate Holder shall provide monthly status reports until this Site Restoration work is completed.

4. Restoration Oversight. At the time of Site Restoration, the Project Site will be evaluated by a qualified biologist to determine the extent of and type of vegetation existing on the site. Success criteria for Site Restoration will be established prior to commencement of decommissioning activities, based on the documented pre-construction conditions, experience gained with re-vegetation during operation and the condition of the Project Site at the time of Site Restoration. The restoration success criteria will be established in the Detailed Site Restoration Plan approved by EFSEC in consultation with the designated biologist. Once restoration of the Project Site is determined to be complete, a final report of restoration activities and results will be submitted to EFSEC in consultation with the designated biologist, for review and approval.

E. Decommissioning Noxious Weed Management Plan

The Certificate Holder shall develop and submit a Noxious Weed Management Plan (or extension of the current plan) to include prevention and control during decommissioning of the Project for EFSEC review and approval (see Appendix 2; Veg-8 Decommissioning Noxious Weed Management Plan). The plan shall include monitoring for three years following decommissioning of the Project.

F. Decommissioning-Stage Traffic Analysis and Routing Survey

A third-party engineer shall provide a traffic analysis prior to decommissioning (see Appendix 2; TR-3 Decommissioning Traffic Analysis). In addition, a decommissioning traffic routing survey shall be prepared by a third-party engineer with input from the Washington Utilities and Transportation Commission to determine if current traffic control systems at railroad crossings are appropriate or if additional mitigation is needed prior to decommissioning. (see Appendix 2; TR-4 Railroad Crossing Traffic Analysis).

G. Decommissioning-Stage Traffic and Safety Management Plan

The Certificate Holder shall consult with WSDOT and Benton County on the development of a decommissioning-stage Traffic and Safety Management Plan prior to decommissioning (see Appendix 2; TR-5 Traffic Analysis – Existing Laws at Decommissioning). The Traffic and Safety Management Plan must include a safety analysis of the WSDOT-controlled intersections (in conformance with the WSDOT Safety Analysis Guide) and recommend mitigation or countermeasures where appropriate. The analysis shall review impacts from decommissioning traffic and be submitted to WSDOT for review and comment prior to decommissioning.

H. Decommissioning Dust Control Plan

The Operational Dust Control Plan shall be updated for decommissioning (see Appendix 2; Veg-5 Operation and Decommissioning Dust Control Plan.

I. Decommissioning Fire Control Plan

The Certificate Holder shall develop a Decommissioning Fire Control Plan in coordination with state and local agencies to minimize the risk of accidental fire during decommissioning and ensure effective response to any fire that does occur. The Decommissioning Fire Control Plan must consider and address potential wildfire risk minimization and response.

J. Housing Analysis

Prior to decommissioning, the Certificate Holder shall provide an up-to-date analysis on the availability of temporary housing for workers (see Appendix 2; Socio-ec-1 Decommissioning Housing Survey). If sufficient temporary housing for workers is not available, the Certificate Holder shall present EFSEC with options for housing workers from outside the community.

K. Site Restoration Financial Assurance

1. Except as provided in Article VIII.Q.3 below, the Certificate Holder or any Transferee, as the case may be, shall provide financial assurance sufficient, based on detailed engineering estimates, for required Site Restoration costs in the form of a surety bond, irrevocable letter of credit, or guaranty. The Certificate Holder must also provide pollution liability insurance coverage in an amount justified for the project. The Certificate Holder shall include a detailed engineering estimate of the cost of Site Restoration in its Initial Site Restoration Plan submitted to EFSEC. The estimate must be based on the costs of EFSEC hiring a third party to carry out Site Restoration. The estimate may not be reduced for "net present value" or other adjustments. During the active life of the facility, the Certificate Holder or Transferee must adjust the Site Restoration cost estimate for inflation within sixty days prior to the anniversary date of the establishment of the financial instrument used to provide financial assurance and must increase the financial assurance amount accordingly to ensure sufficient funds for Site Restoration.

2. The duty to provide such financial assurance shall commence sixty (60) days prior to the beginning of Construction of the Project and shall be continuously maintained through to the completion of Site Restoration. Construction of the Project shall not commence until adequate financial assurance is provided. On or before the date on which financial assurance must be established, the Certificate Holder shall provide EFSEC with one of the following financial assurance mechanisms that is reasonably acceptable to EFSEC:

a. *Surety Bond*. The Certificate Holder or any Transferee, as the case may be, shall provide financial security for the performance of its Site Restoration obligations through a Surety Bond issued by a surety listed as acceptable in Circular 570 of the U.S. Department of the Treasury. The Performance Bond shall be in an amount equal to the Site Restoration costs. A standby trust fund for Site Restoration shall also be established by the Certificate Holder or Transferee to

receive any funds that may be paid by the surety to be used to complete Site Restoration. The surety shall become liable for the bond obligation if the Certificate Holder or Transferee fails to perform as guaranteed by the bond. The surety may not cancel the bond until at least one hundred twenty days after the Certificate Holder or Transferee and EFSEC have received notice of cancellation. If the Certificate Holder or Transferee has not provided alternate financial assurance acceptable under this SCA within ninety days of the cancellation notice, the surety shall pay the amount of the bond into the standby Site Restoration trust; or

b. *Irrevocable Letter of Credit*. The Certificate Holder or any Transferee, as the case may be, shall provide financial security for the performance of its Site Restoration obligations through an irrevocable letter of credit payable to or at the direction of EFSEC, that is issued by an institution that has the authority to issue letters of credit and whose letter of credit operations are regulated and examined by a Federal or State agency. The letter of credit shall be in an amount equal to the Site Restoration costs. A standby trust fund for Site Restoration shall also be established by Certificate Holder or Transferee to receive any funds deposited by the issuing institution resulting from a draw on the letter of credit. The letter of credit shall be irrevocable and issued for a period of at least one year, and renewed annually, unless the issuing institution notifies the Certificate Holder or Transferee and EFSEC at least one hundred twenty days before the current expiration date. If the Certificate Holder or Transferee fails to perform Site Restoration, or if the Certificate Holder or Transferee fails to provide alternate financial assurance acceptable to EFSEC within ninety days after notification that the letter of credit will not be extended, EFSEC may require that the financial institution provide the funds from the letter of credit to be used to complete Site Restoration; or

c. *Guaranty*. Certificate Holder or any Transferee, as the case may be, shall provide financial assurance for the performance of its Site Restoration obligations by delivering a guaranty to fund the Certificate Holder or Transferee's Site Restoration obligations hereunder from an entity that meets the following financial criteria:

    i. A current rating of AAA, AA, A, or BBB as issued by Standard and Poor's or AAA, AA, A, or BBB as issued by Moody's;

    ii. Tangible net worth at least six times the sum of the current Site Restoration cost estimates;

    iii. Tangible net worth of at least ten million dollars; and

    iv. Assets in the United States amounting to at least ninety percent of its total assets or at least six times the sum of the current Site Restoration cost estimates.

d. The guarantor entity's chief financial officer shall provide a corporate guaranty that the corporation passes the financial test at the time the Initial Site Restoration Plan is filed. This corporate guaranty shall be reconfirmed annually ninety days after the end of the corporation's fiscal year by submitting to EFSEC a letter signed by the guaranteeing entity's chief financial officer that:

i. Provides the information necessary to document that the entity passes the financial test;

ii. Guarantees that the funds to finance required Site Restoration activities are available;

iii. Guarantees that required Site Restoration activities will be completed;

iv. Guarantees that within thirty days if written notification is received from EFSEC that the entity no longer meets the above financial criteria, the entity shall provide an alternative form of financial assurance consistent with the requirements of this section;

v. Guarantees that the entity's chief financial officer will notify in writing the Certificate Holder or Transferee and EFSEC within fifteen days any time that the entity no longer meets the above financial criteria or is named as debtor in a voluntary or involuntary proceeding under Title 11 U.S.C., Bankruptcy;

vi. Acknowledges that the corporate guaranty is a binding obligation on the corporation and that the chief financial officer has the authority to bind the corporation to the guaranty;

vii. Attaches a copy of the independent certified public accountant's report on examination of the entity's financial statements for the latest completed fiscal year; and

viii. Attaches a special report from the entity's independent certified public accountant (CPA) stating that the CPA has reviewed the information in the letter from the entity's chief financial officer and has determined that the information is true and accurate.

e. If the Certificate Holder or any Transferee fails to perform Site Restoration covered by the guaranty in accordance with the approved Initial or Final Site Restoration plan, the guarantor will be required to complete the appropriate activities. The guaranty will remain in force unless the guarantor sends notice of cancellation by certified mail to the Certificate Holder or Transferee and EFSEC. Cancellation may not occur, however, during the one hundred twenty days beginning on the date of receipt of the notice of cancellation by the Certificate Holder or Transferee and EFSEC. If the Certificate Holder or Transferee fails to provide alternate financial assurance as specified in this section and obtain the written approval of such alternate assurance from EFSEC within ninety days after

receipt of a notice of cancellation of the guaranty from the guarantor, the guarantor will provide such alternative financial assurance in the name of the Certificate Holder or Transferee.

3. If the SCA is transferred after its effective date pursuant to applicable EFSEC laws and regulations, EFSEC has the right to require, consider, and approve other financial security that would provide for the Certificate Holder's performance of its Site Restoration obligations pursuant to Article VIII.Q of this Site Certification Agreement.

ARTICLE IX: SITE CERTIFICATION AGREEMENT - SIGNATURES

Dated and effective this_____day of _____, 2024.

FOR THE STATE OF WASHINGTON

_____
Jay Inslee, Governor

FOR HORSE HEAVEN WIND FARM, LLC

_____
Name
Title
Horse Heaven Wind Farm, LLC

APPENDIX 1

Report to the Governor Recommending Approval of Site Certification entered XXXXX.

APPENDIX 2
MITIGATION MEASURES

The conditions presented in Appendix 2 are primarily from the Horse Heaven Wind Farm Final Environmental Impact Statement (Final EIS) Mitigation Measures published October 31, 2023. Additional conditions contained in this Appendix were identified through the Council's review of the adjudication, government-to-government consultation, or public comment and are discussed in Appendix 1; Report to the Governor on Application No. EF-220011.

APPENDIX 3
PROJECT LEGAL DESCRIPTION

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