



Washington State Energy Facility Site Evaluation Council

AGENDA

POTENTIAL ACTION ITEM

MONTHLY MEETING
Wednesday April 17, 2024
1:30 PM

VIRTUAL MEETING ONLY
[Click here to join the meeting](#)
Conference number: 564-999-2000 ID: 699286814#

- 1. Call to OrderKathleen Drew, EFSEC Chair
- 2. Roll CallAndrea Grantham, EFSEC Staff
- 3. Proposed AgendaKathleen Drew, EFSEC Chair
- 4. Minutes **Meeting Minutes**.....Kathleen Drew, EFSEC Chair
 - March 20, 2024 Monthly Council Meeting Minutes
- 5. Projects
 - a. **Kittitas Valley Wind Project**
 - Operational Updates.....Jarred Caseday, EDP Renewables
 - b. **Wild Horse Wind Power Project**
 - Operational Updates.....Jennifer Galbraith, Puget Sound Energy
 - c. **Chehalis Generation Facility**
 - Operational Updates.....Jeremy Smith, Chehalis Generation
 - d. **Grays Harbor Energy Center**
 - Operational Updates.....Chris Sherin, Grays Harbor Energy
 - e. **Columbia Solar**
 - Operational Updates.....Thomas Cushing, Greenbacker Capital
 - f. **Columbia Generating Station**
 - Operational Updates.....Denis Mehinagic, Energy Northwest
 - g. **WNP – 1/4**
 - Non-Operational Updates.....Denis Mehinagic, Energy Northwest
 - h. **Goose Prairie Solar**
 - Project Updates.....Jacob Crist, Brookfield Renewable
 - i. **High Top & Ostrea**
 - Project Updates.....Sara Randolph, EFSEC Staff
 - j. **Whistling Ridge**
 - Project Updates.....Lance Caputo, EFSEC Staff
 - k. **Badger Mountain**
 - Project Updates.....Joanne Snarski, EFSEC Staff
 - l. **Wautoma Solar**
 - Project Updates.....Lance Caputo, EFSEC Staff
 - m. **Hop Hill Solar**
 - Project Updates.....John Barnes, EFSEC Staff
 - n. **Carriger Solar**
 - Project Updates.....Joanne Snarski, EFSEC Staff
 - o. **Horse Heaven Wind Farm**
 - Project Updates.....Amy Moon, EFSEC Staff

The Council may take FINAL ACTION on the Horse Heaven application.
 - p. **Wallula Gap**
 - Application Update.....John Barnes, EFSEC Staff

Note: "FINAL ACTION" means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. RCW 42.30.020

6. Other 4th Quarter Cost Allocation.....Sonia Bumpus, EFSEC Staff

Employee Updates

- New Employees – Alondra Zalewski and Sairy Reyes.....Catherine Taliaferro, EFSEC Staff

7. Adjourn.....Kathleen Drew, EFSEC Chair

Energy Facility Site Evaluation Council
March, 2024 Monthly Council Meetings - March 20, 2024

WASHINGTON STATE

ENERGY FACILITY SITE EVALUATION COUNCIL

MONTHLY MEETING

Wednesday, March 20, 2024

-Hybrid Proceedings-

Taken at 621 Woodland Square Loop Southeast, Lacey,
Washington, and via Microsoft Teams

Reporter: Lori K. Haworth, CCR, RPR

Energy Facility Site Evaluation Council
 March, 2024 Monthly Council Meetings - March 20, 2024

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1 APPEARANCES

2 STATE AGENCY MEMBERS:

3 Kathleen Drew, Chair

4 Elizabeth Osborne, Department of Commerce

5 Eli Levitt, Department of Ecology

6 Mike Livingston, Department of Fish and Wildlife

7 Lenny Young, Department of Natural Resources

8 Stacey Brewster, Utilities & Transportation

9 Commission

10 LOCAL GOVERNMENT AND OPTIONAL STATE AGENCIES:

11 Horse Heaven:

12 Ed Brost, Benton County

13 Badger Mountain:

14 Jordyn Guilio, Douglas County

15 Wautoma Solar:

16 Dave Sharp, Benton County

17 Carriger Solar Project:

18 Matt Chiles, Klickitat County

19 ASSISTANT ATTORNEY GENERALS:

20 Jon Thompson

21 Zack Packer

22 ADMINISTRATIVE LAW JUDGES:

23 Laura Bradley

24 Dan Gerard

25 COUNCIL STAFF:

Andrea Grantham Stew Henderson

Ami Hafkemeyer Joanne Snarski

Amy Moon Alex Shiley

Joan Owens Ali Smith

Karl Holappa Sonia Bumpus

Sara Randolph Maria Belkina

Sean Greene Lisa McLean

Lance Caputo Adrienne Barker

John Barnes Alondra Zalewski

Sonja Skaland Zia Ahmed

Audra Allen

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1 APPEARANCES (Continuing)

2 COUNSEL FOR THE ENVIRONMENT:

3 Sarah Reyneveld

4 IN ATTENDANCE:

5 Wallula Gap, One Energy Renewables:

6 Tanner Gillespie

7 Nathan Stottler

8 Erin Lynch

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1 APPEARANCES (Continuing)

2 OPERATIONAL UPDATES:

3 Kittitas Valley Wind Project:

4 Jarred Caseday, EDP Renewables

5 Wild Horse Wind Power Project:

6 Jennifer Galbraith, Puget Sound Energy

7 Chehalis Generation Facility:

8 Jeremy Smith, Chehalis Generation

9 Grays Harbor Energy Center:

10 Sara Randolph, EFSEC Staff

11 Columbia Solar:

12 Thomas Cushing, Greenbacker Capital

13 Columbia Generating Station & WNP-1/4:

14 Felicia Najera-Paxton, Energy Northwest

15 Goose Prairie Solar:

16 Jacob Crist, Brookfield Renewable

17 High Top & Ostrea:

18 Sara Randolph, EFSEC Staff

19 Whistling Ridge:

20 Lance Caputo, EFSEC Staff

21 Badger Mountain:

22 Joanne Snarski, EFSEC Staff

23 Wautoma Solar:

24 Lance Caputo, EFSEC Staff

25 Hop Hill Solar:

John Barnes, EFSEC Staff

Carriger Solar:

Joanne Snarski, EFSEC Staff

Horse Heaven Wind Farm:

Amy Moon, EFSEC Staff

Wallula Gap:

John Barnes, EFSEC Staff

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1 CHAIR DREW: Good afternoon. This is

2 Kathleen Drew, Chair of the Energy Facility Site

3 Evaluation Council, calling today's meeting to order.

4 Ms. Grantham, will you call the roll?

5 MS. GRANTHAM: Certainly.

6 Department of Commerce?

7 Department of Ecology?

8 MS. OSBORNE: Sorry. Elizabeth Osborne

9 present for Commerce. My apologies.

10 MS. GRANTHAM: No worries. Thank you,

11 Ms. Osborne.

12 Department of Ecology?

13 MR. LEVITT: Don't know how to do the mic.

14 Eli Levitt present.

15 MS. GRANTHAM: Mr. Levitt is present.

16 Fish and Wildlife?

17 MR. LIVINGSTON: Mike Livingston present.

18 MS. GRANTHAM: Department of Natural

19 Resources?

20 MR. YOUNG: Lenny Young present.

21 MS. GRANTHAM: Utilities and

22 Transportation Commission?

23 MS. BREWSTER: Stacey Brewster present.

24 MS. GRANTHAM: Local government and

25 optional state agencies. For the Horse Heaven Project,

Page 6	<p>1 Benton County, Ed Brost? 2 For Badger Mountain, Douglas County, Jordyn 3 Guilio? 4 MS. GUILIO: Jordyn Guilio present. 5 MS. GRANTHAM: For the Wautoma Solar 6 Project, for Benton County, Dave Sharp? 7 MR. SHARP: Present. 8 MS. GRANTHAM: Washington State Department 9 of Transportation, Paul Gonseth? 10 For the Hop Hill Solar Project, for Benton 11 County, Paul Krupin? 12 For the Carriger Solar Project, Klickitat 13 County, Matt Chiles? 14 MR. CHILES: Matt Chiles present. 15 MS. GRANTHAM: Assistant attorney 16 generals. Jon Thompson? 17 MR. THOMPSON: Present. 18 MS. GRANTHAM: Jenna Slocum? 19 Zack Packer? 20 MR. PACKER: Present. 21 MS. GRANTHAM: Administrative law judges. 22 Adam Torem? 23 For Council staff. Sonia Bumpus? 24 MS. BUMPUS: Present. 25 MS. GRANTHAM: Ami Hafkemeyer?</p>	Page 8	<p>1 Joanne Snarski? 2 MS. SNARSKI: Present. 3 MS. GRANTHAM: Alex Shiley? 4 MS. SHILEY: Present. 5 MS. GRANTHAM: Ali Smith? 6 MS. SMITH: Ali Smith present. 7 MS. GRANTHAM: Karl Holappa? 8 MR. HOLAPPA: Karl Holappa present. 9 MS. GRANTHAM: Audra Allen? 10 MS. ALLEN: Present. 11 MS. GRANTHAM: Zia Ahmed? 12 MR. AHMED: Present. 13 MS. GRANTHAM: Maria Belkina? 14 MS. BELKINA: Present. 15 MS. GRANTHAM: Lisa McLean? 16 MS. MCLEAN: McLean present. 17 MS. GRANTHAM: Adrienne Barker? 18 MS. BARKER: Present. 19 MS. GRANTHAM: Catherine Taliaferro? 20 Alondra Zalewski? 21 MS. ZALEWSKI: Present. 22 MS. GRANTHAM: For operational updates. 23 Kittitas Valley Wind Project, Jarred Caseday? 24 MR. CASEDAY: Jarred Cass-a-day present. 25 MS. GRANTHAM: Caseday. Excuse me. Thank</p>
Page 7	<p>1 JUDGE GERARD: Dan Gerard is here, by the 2 way. I am not sure if you had me on roll call. 3 MS. GRANTHAM: Thank you. And that was 4 Dan Gerard? 5 JUDGE GERARD: It was. Thank you. 6 MS. GRANTHAM: Thank you. 7 JUDGE BRADLEY: Also, ALJ Laura Bradley is 8 present. 9 MS. GRANTHAM: Thank you. 10 Back to Council staff. Amy Moon? 11 MS. MOON: Amy Moon present. 12 MS. GRANTHAM: Stew Henderson? 13 MR. HENDERSON: Present. 14 MS. GRANTHAM: Joan Owens? 15 MS. OWENS: Present. 16 MS. GRANTHAM: Dave Walker? 17 Sonja Skaland? 18 MS. SKALAND: Present. 19 MS. GRANTHAM: Sara Randolph? 20 MS. RANDOLPH: Present. 21 MS. GRANTHAM: Sean Greene? 22 MR. GREENE: Present. 23 MS. GRANTHAM: Lance Caputo? 24 MR. CAPUTO: Present. 25 MS. GRANTHAM: John Barnes?</p>	Page 9	<p>1 you. 2 Wild Horse Wind Power Project, Jennifer 3 Galbraith? 4 MS. GALBRAITH: Jennifer Galbraith 5 present. 6 MS. GRANTHAM: Grays Harbor Energy Center, 7 Chris Sherin? 8 Chehalis Generation Facility, Jeremy Smith? 9 MR. SMITH: Jeremy Smith present. 10 MS. GRANTHAM: Columbia Generating 11 Station, Felicia Najera-Paxton? 12 MS. NAJERA-PAXTON: Present. 13 MS. GRANTHAM: Columbia Solar, Thomas 14 Cushing? 15 MR. CUSHING: Thomas Cushing present. 16 MS. GRANTHAM: Goose Prairie Solar, Jacob 17 Crist? 18 MR. CRIST: Jacob Crist present. 19 MS. GRANTHAM: And do we have anyone 20 present for the Counsel for the Environment? 21 MS. REYNEVELD: Yes. Sarah Reyneveld is 22 present. Thank you. 23 MS. GRANTHAM: Thank you. 24 Chair, there is a quorum for all of the 25 councils. Thank you.</p>

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1 (Pause in proceedings.)
 2 CHAIR DREW: Okay. Thank you. A little
 3 microphone issue here.
 4 Now we will move on to our proposed agenda.
 5 Council members, you see the proposed agenda in front of
 6 you. Is there a motion to adopt the proposed agenda?
 7 MR. YOUNG: Lenny Young. So moved.
 8 CHAIR DREW: Thank you.
 9 Second?
 10 MR. LEVITT: Second. Eli Levitt.
 11 CHAIR DREW: Thanks.
 12 All those in favor, please say "aye."
 13 MULTIPLE SPEAKERS: Aye.
 14 CHAIR DREW: Opposed?
 15 Motion carries.
 16 Moving on to the meeting minutes from
 17 February 21st, the monthly Council meeting minutes. Is
 18 there a motion to approve the minutes?
 19 MS. BREWSTER: Stacey Brewster. So moved.
 20 CHAIR DREW: Thank you.
 21 Second?
 22 MR. LIVINGSTON: I second. Mike
 23 Livingston. Second.
 24 CHAIR DREW: Okay.
 25 I have two changes/edits to make: On page 10,

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1 line 20, changing the name "Jerry" to "Jeremy," and on
 2 page 26, line 25, after the word "and," add the word
 3 "expect." Are there any other corrections to the
 4 minutes?
 5 Hearing none, all those in favor of the
 6 minutes -- approving the minutes as adopted, please say
 7 "aye."
 8 MULTIPLE SPEAKERS: Aye.
 9 CHAIR DREW: Opposed?
 10 Motion carries. The minutes are approved.
 11 Moving on to our facility updates. Kittitas
 12 Valley Wind Project, Mr. Caseday?
 13 MR. CASEDAY: Good afternoon, Chair Drew,
 14 EFSEC Council, and staff. This is Jarred Caseday with
 15 EDP Renewables for the Kittitas Valley Wind Project. We
 16 had no -- nothing nonroutine to report for this period.
 17 CHAIR DREW: Okay. Thank you.
 18 Wild Horse Wind Power Project, Ms. Galbraith?
 19 MS. GALBRAITH: Yes. Thank you, Chair
 20 Drew, Council members, and staff. For the record, this
 21 is Jennifer Galbraith with Puget Sound Energy at the
 22 Wild Horse wind facility. And I also have nothing
 23 nonroutine to report for the month of February.
 24 CHAIR DREW: Okay. Thank you.
 25 Chehalis Generation Facility, Mr. Smith?

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1 MR. SMITH: Good afternoon, Chair Drew,
 2 Council members, and staff. This is Jeremy Smith, the
 3 Operations Manager for the Chehalis Generation Facility.
 4 And I, as well, have no nonroutine items to report for
 5 the month of February.
 6 CHAIR DREW: Thank you.
 7 Grays Harbor Energy Center, Mr. Sherin or, if
 8 he is not there, Ms. Randolph?
 9 MS. RANDOLPH: Thank you. Good afternoon,
 10 Chair Drew, Council members. For the record, this is
 11 Sara Randolph, Site Specialist for Grays Harbor.
 12 The Annual Compliance Certification, ACC, has
 13 been reviewed and is in your packet. The application
 14 for a modification for the Air Operating Permit, AOP,
 15 has been reviewed. We have been reviewing and
 16 coordinating with ORCAA, the permit writer, to develop
 17 amendments and anticipate going to the Council at the
 18 April Council meeting. The National Pollutant Discharge
 19 Elimination System, NPDES, permit is under review.
 20 There are no other updates at this time to report.
 21 Thank you.
 22 CHAIR DREW: Thank you.
 23 Are there questions for Ms. Randolph?
 24 Can you remind me about what the process is
 25 again? You will bring it to us to review, and following

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1 that, there will be a public hearing on the permit?
 2 MS. RANDOLPH: It goes out for public
 3 comment for 30 days.
 4 MS. HAFKEMEYER: Correct. For the record,
 5 this is Ami Hafkemeyer. Staff anticipate bringing the
 6 draft amendment to the Air Operating Permit for this
 7 facility to the Council to open up for a 30-day public
 8 comment period, as Ms. Randolph just mentioned.
 9 Following that, any comments received would be
 10 addressed, and then it would go to the EPA for review
 11 before being issued.
 12 CHAIR DREW: Okay. Thank you very much.
 13 It's been a little while since we have had one, so I
 14 just wanted to make sure we knew what the process was
 15 there.
 16 Columbia Solar, Mr. Cushing?
 17 MR. CUSHING: Good afternoon, Chair Drew,
 18 Council members, EFSEC staff. This is Thomas Cushing
 19 speaking on behalf of Columbia Solar. There are no
 20 nonroutine updates to report.
 21 CHAIR DREW: Thank you.
 22 Columbia Generating Station, Ms. Najera-Paxton?
 23 MS. NAJERA-PAXTON: Good afternoon, Chair
 24 Drew, Council members, and staff. For the record, this
 25 is Felicia Najera-Paxton providing updates for Energy

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1 Northwest's Columbia Generating Station and Washington
2 Nuclear Project 1 and 4.
3 Columbia Generating Station has one nonroutine
4 update to provide for this month's meeting, regards to
5 environmental compliance. On March 6th, we -- in the
6 written update, there is a greater detailed report, but
7 on March 6th, we had -- we experienced a total -- a
8 maximum daily effluent limit excursion for total
9 residual halogen, or TRH, out of our NPDES permit,
10 discharge into the Columbia River. The level of the
11 permit max is 0.1 milligrams per liter. Our exceedance
12 at the time of discovery was -- let me try to see if I
13 said it right here. Actually, I don't think we provided
14 that, so. Whenever we reviewed the data, it appears
15 that -- that the issue was an ongoing issue. Upon
16 discovery, we closed down the discharge, and we were
17 able to treat, through dehalogenation, the system. It
18 was due to equipment failure. We submitted a five day
19 report following our immediate report on the day of
20 discovery to EFSEC, and we are continuing to investigate
21 the equipment malfunction that resulted in this
22 violation. And if you all have any questions, then
23 please take your time to read the report, and I am
24 available to answer any questions.
25 CHAIR DREW: Are there any questions for

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1 Ms. Najera-Paxton?
2 Okay. We have a hand up. Let me see here.
3 Mr. Young?
4 MR. YOUNG: Has the equipment that
5 malfunctioned been either repaired or replaced?
6 MS. NAJERA-PAXTON: So yes, it has been
7 repaired, but we are investigating a mechanism to
8 prevent a recurrence, and that's part of the -- what we
9 call "CAP" program, or Corrective Action Program, where
10 we do a risk analysis and kind of a deep dive into the
11 issue to prevent the reoccurrence.
12 And currently, we are in compliance. We are --
13 we actually kind of are surprised that this occurred,
14 just because we had redundancies in place, which was how
15 we were able to verify it for the period of time that we
16 did have discharge, where, the -- the levels, once they
17 did increase, we were able to identify when they did
18 increase and kind of backtrack from there and identify
19 the issue.
20 MR. YOUNG: Okay. Thanks. Could you
21 provide us an update on how that process is going at our
22 next monthly meeting?
23 MS. NAJERA-PAXTON: Yes, sir. We will --
24 we are committed to submit an update next month.
25 MR. YOUNG: Thank you.

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1 CHAIR DREW: Thank you.
2 Goose Prairie Solar, Mr. Crist?
3 MR. CRIST: Good afternoon, Chair Drew,
4 EFSEC Council, and staff. For the record, this is Jacob
5 Crist, Senior Project Manager on behalf of Brookfield
6 Renewable.
7 So the project remains on schedule, on an
8 accelerated schedule, actually trying to pull COD
9 commercial operations into 2024. And in communications
10 with BPA, we are likely to achieve our accelerated
11 schedule.
12 The PV Panel delivery finished up in February.
13 Perimeter fence finished up in February. Racking and
14 tracker activities all continue. Module installation
15 continues. Terminations on inverters, combiner boxes
16 all are hovering around 30 percent. And then
17 Above-Ground Wire Management, installation is ongoing.
18 For environmental compliance, we had no
19 discharge to report in February, and the project is
20 draining as expected. We are continuing to hold the
21 weekly environmental compliance inspections and site
22 inspections with WSP with no findings significant
23 reported to-date. And then we did hold a Washington
24 Department of Ecology and EFSEC SWPPP inspection on-site
25 in the month of February.

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1 And then one additional item not on the report.
2 For a follow-up from the January Report. The diesel
3 fuel spill that was reported in January, we received the
4 soil test results back, and everything was negative for
5 diesel fuel penetrating the ground at any depth. So
6 that area has been completely cleaned up, gravel back on
7 top of the area, and the tank has been moved and in a
8 secondary containment at this time.
9 Any questions?
10 CHAIR DREW: Thank you. Yes. When are
11 you -- is the schedule now for completion of
12 construction? And then you said even operations for --
13 to begin operations this year.
14 MR. CRIST: Yes. So we -- it's an 80
15 megawatt facility. We are looking -- we are looking at
16 mid June to test; start our 90-day testing period with
17 the utility BPA with our first 20 megawatt block. It
18 wouldn't be considered commercially operational per
19 EFSEC definition at that time. Per EFSEC definition,
20 it's more likely going to land in late September. Our
21 current project schedule has late September. Our
22 baseline project schedule was in January of 2025. So we
23 pulled it back approximately three months. Three and a
24 half months.
25 CHAIR DREW: Okay. Thank you very much.

<p style="text-align: right;">Page 18</p> <p>1 MR. CRIST: Thank you.</p> <p>2 CHAIR DREW: High Top & Ostrea,</p> <p>3 Ms. Randolph?</p> <p>4 MS. RANDOLPH: Thank you, Chair Drew,</p> <p>5 Council members, and staff. For the record, this is</p> <p>6 Sara Randolph, Site Specialist for High Top & Ostrea.</p> <p>7 EFSEC staff are continuing to work with the developer on</p> <p>8 preconstruction requirements and plans. We have no</p> <p>9 other updates at this time.</p> <p>10 CHAIR DREW: Thank you.</p> <p>11 Whistling Ridge Project update, Mr. Caputo?</p> <p>12 MR. CAPUTO: Thank you, Chair Drew, and</p> <p>13 Council members. The applicant for the Whistling Ridge</p> <p>14 Energy Project has submitted two petitions to the</p> <p>15 Council to amend their Site Certification Agreement. We</p> <p>16 are finalizing the details of the public informational</p> <p>17 meetings to be held before the Council. We will notify</p> <p>18 the public when these meetings are scheduled.</p> <p>19 May I answer any questions?</p> <p>20 CHAIR DREW: Any questions?</p> <p>21 Okay. Thank you.</p> <p>22 Badger Mountain Project update, Ms. Snarski?</p> <p>23 MS. SNARSKI: Thank you, Chair Drew, and</p> <p>24 good afternoon, Council members. For the record, this</p> <p>25 is Joanne Snarski, the Siting Specialist for Badger</p>	<p style="text-align: right;">Page 20</p> <p>1 Council members.</p> <p>2 Staff are continuing coordination with our</p> <p>3 contracted agencies, Tribal staff, and the applicant to</p> <p>4 refine/identify mitigation. Staff anticipate issuing a</p> <p>5 mitigated determination of nonsignificance ahead of the</p> <p>6 April 17th meeting. This will be notice to the public</p> <p>7 and have a minimum 14-day public comment period. Staff</p> <p>8 are also working in coordination with the Office of</p> <p>9 Administrative Hearings and our AG support in</p> <p>10 preparation of the adjudicative proceedings logistics.</p> <p>11 May I answer any questions?</p> <p>12 CHAIR DREW: Any questions for Mr. Caputo?</p> <p>13 Thank you.</p> <p>14 Hop Hill Solar, Mr. Barnes?</p> <p>15 MR. BARNES: Thank you, Chair Drew, and</p> <p>16 Council members. For the record, this is John Barnes,</p> <p>17 EFSEC staff, for the Hop Hill application.</p> <p>18 Work is progressing with the applicant to</p> <p>19 complete studies and reports needed to make a SEPA</p> <p>20 determination. We are continuing to coordinate and</p> <p>21 review the application with our contractor, contracted</p> <p>22 agencies, and Tribal governments.</p> <p>23 Are there any questions?</p> <p>24 CHAIR DREW: Any questions for Mr. Barnes?</p> <p>25 Thank you.</p>
<p style="text-align: right;">Page 19</p> <p>1 Mountain Solar.</p> <p>2 Efforts continue on the development of the</p> <p>3 supplemental cultural resources survey. A work plan has</p> <p>4 been completed for the initial pedestrian survey.</p> <p>5 Additionally, we are very near full execution</p> <p>6 of the land use license agreement we are entering into</p> <p>7 with the Department of Natural Resources to perform the</p> <p>8 necessary tasks needed on state lands. The work will</p> <p>9 likely begin in late April or May. As a reminder, the</p> <p>10 findings of this survey will inform the cultural</p> <p>11 resources section of the draft Environmental Impact</p> <p>12 Statement.</p> <p>13 Finally, EFSEC and the Department of Ecology</p> <p>14 have been working with the applicant on some final field</p> <p>15 assessment work that will be performed this spring.</p> <p>16 This work is intended to confirm and/or eliminate</p> <p>17 wetland characteristics on the proposed site. Again,</p> <p>18 this work is necessary to inform the water resources</p> <p>19 section of the draft Environmental Impact Statement.</p> <p>20 May I answer any questions?</p> <p>21 CHAIR DREW: Are there any questions for</p> <p>22 Ms. Snarski?</p> <p>23 Thank you.</p> <p>24 Wautoma Solar Project update, Mr. Caputo?</p> <p>25 MR. CAPUTO: Thank you, Chair Drew, and</p>	<p style="text-align: right;">Page 21</p> <p>1 Carriger Solar?</p> <p>2 MS. SNARSKI: Thank you, Chair Drew, and</p> <p>3 Council members. For the record, this is Joanne</p> <p>4 Snarski, the Siting Specialist for Carriger Solar.</p> <p>5 As you may recall, last August, we sent a</p> <p>6 letter to the applicant, Cyprus Creek Renewables,</p> <p>7 regarding the preliminary SEPA notification, the State</p> <p>8 Environmental Policy Act, as required by the Revised</p> <p>9 Code of Washington 80.50.090. Based on their</p> <p>10 application submittals, Staff determined their proposal</p> <p>11 may have significant impacts on visual aesthetics and</p> <p>12 cultural resources.</p> <p>13 Within the same law, the applicant is also</p> <p>14 allowed to revise their application with the intention</p> <p>15 of working towards a mitigated determination of</p> <p>16 nonsignificance. Through this past fall, Staff worked</p> <p>17 closely with the applicant on this issue, and it</p> <p>18 resulted in a request for some additional simulations to</p> <p>19 be completed for the visual impact assessment. Our</p> <p>20 request included fencing and panel setbacks from the two</p> <p>21 primary transportation roads adjacent to the proposed</p> <p>22 site. Earlier this month, we received drafts of the</p> <p>23 requested simulations. Following internal discussion,</p> <p>24 we have a few additional clarifying questions which we</p> <p>25 provided to the applicant this week. Next steps will</p>

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1 include meeting with the applicant and further
 2 evaluation of their mitigation proposal to reduce
 3 impacts to visual aesthetics for nonsignificance.
 4 With regards to the cultural resources. The
 5 applicant is working on revising the cultural resource
 6 survey, based on recent comments from the Yakama Nation.
 7 The final survey and completion of the traditional and
 8 cultural resource survey by the Yakama Nation late this
 9 year will be used to inform the SEPA determination for
 10 these resources.
 11 Are there any questions?
 12 CHAIR DREW: Are there any questions for
 13 Ms. Snarski?
 14 Thank you for the update.
 15 Horse Heaven Wind and Solar Farm, Ms. Moon?
 16 MS. MOON: Thank you. Good afternoon,
 17 Council, Chair Drew, and EFSEC Council members. For the
 18 record, this is Amy Moon reporting on the Horse Heaven
 19 Wind Project.
 20 Staff are working on preparing the draft
 21 recommendation report to the Governor, as well as a
 22 draft Site Certification Agreement containing conditions
 23 as discussed by the Council in the December, January,
 24 and February Council meetings. We currently anticipate
 25 providing these documents for Council review and public

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1 comment on April 1st through April 10th. Comments will
 2 be provided to the Council for consideration, and staff
 3 will ask that the Council take a vote on the
 4 recommendation at the April 17th Council meeting.
 5 Does the Council have any questions?
 6 CHAIR DREW: Are there any questions for
 7 Ms. Moon?
 8 Thank you.
 9 MS. MOON: You're welcome.
 10 CHAIR DREW: Moving on to the Wallula Gap
 11 application update, Mr. Barnes?
 12 MR. BARNES: For the record, this is John
 13 Barnes, EFSEC staff, for the Wallula Gap application.
 14 On February 23, 2024, EFSEC received Wallula
 15 Gap -- or, from Wallula Gap LLC an application to
 16 develop and build a 60 megawatt solar facility with
 17 optional battery storage which will be located in Benton
 18 County. EFSEC staff are currently working to secure a
 19 venue for the public meeting hearing, as well as land
 20 use hearing. According to RCW 80.50.090, this hearing
 21 needs to take place 60 days after receiving the
 22 application. Once details have been finalized, an
 23 announcement will be posted to the Council website with
 24 time and location details.
 25 Here with me today are Tanner Gillespie and

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1 Nathan Stottler with Wallula Gap LLC to introduce you to
 2 the project. At this time, I'd like to turn the
 3 presentation over to them to begin their presentations.
 4 MR. STOTTLER: Thanks, John, and thanks,
 5 Chair Drew, Council members, and staff. For the record,
 6 my name is Nathan Stottler. I am an Associate Director
 7 for Development at One Energy Renewables --
 8 CHAIR DREW: If I could ask you to pause
 9 for just a second? Thank you.
 10 Mr. Young, I saw your hand up.
 11 MR. YOUNG: No, I did not raise my hand.
 12 CHAIR DREW: Oh. Okay. My apologies.
 13 Continue.
 14 UNIDENTIFIED SPEAKER: We have an echo.
 15 CHAIR DREW: Yes. I heard it.
 16 MR. STOTTLER: Is there still an echo?
 17 UNIDENTIFIED SPEAKER: Better.
 18 MR. STOTTLER: Okay, great.
 19 As I said, my name is Nathan Stottler. I am an
 20 Associate Director for Development at One Energy
 21 Renewables, the applicant and developer for the Wallula
 22 Gap Solar Project.
 23 As Mr. Barnes mentioned, we submitted our
 24 application just about a month ago, and, yeah, here
 25 today to give you a quick intro to the project.

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1 If we can skip to the next slide, please.
 2 **A quick agenda for the presentation today. I**
 3 **am going to give an introduction to One Energy as a**
 4 **company and the folks that are working on this project,**
 5 **then we will jump to an intro for the Wallula Gap Solar**
 6 **Project, and we'll close up with some questions.**
 7 **One Energy is a Seattle-based independent**
 8 **developer of renewable -- of mostly solar and some**
 9 **battery solar projects. We have offices located across**
 10 **the United States, also in Portland, Oregon, Boulder,**
 11 **Colorado, Madison, Wisconsin, and Washington, D.C. We**
 12 **were established 15 years ago. And in that time, we**
 13 **have been working on developing and building community**
 14 **solar projects, distributed generation projects, and**
 15 **large-scale solar projects like the Wallula Gap Project,**
 16 **and that's resulted in 1.2 gigawatts of solar projects**
 17 **that have been built and are now operating across 120**
 18 **distinct completed sites in the United States. And of**
 19 **that 1.2 gigawatts, 270 megawatts of those have been**
 20 **built or are under construction by One Energy, itself,**
 21 **and that's spread across 47 projects, so.**
 22 **The team of people at One Energy working on the**
 23 **Wallula Gap Project are comprised of myself, Tim**
 24 **Gillespie, Manager of Project Development, and Erin**
 25 **Lynch, an Associate of Project Development, as well.**

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1 One Energy prides itself on selecting very
 2 carefully targeted solar project sites that are
 3 low-impact and high-benefit for the land, for the
 4 landowner, and the community. This has resulted in our
 5 current pipeline of 4,000 megawatts that One Energy is
 6 working on in development, including 350 megawatts of
 7 solar project sites spread across nine solar project
 8 sites in Washington state, and that is actually not
 9 inclusive of the 80 megawatt project called "Goose
 10 Prairie" that you all have -- I think you had already
 11 heard about on this call, that was built by One Energy,
 12 Inc., permitted through EFSEC in 2020 and 2021, with the
 13 SCA signed by Governor Inslee in late 2021 there. That
 14 project is located in Yakima County and was sold to
 15 Brookfield Renewables and is currently under
 16 construction. So. That's it on the background for One
 17 Energy, and now we can jump in to Wallula Gap Solar.
 18 So this project is located about four miles
 19 west of Plymouth, Washington, just north of the Columbia
 20 River, and just along State Highway 14, and also a few
 21 miles east of Patterson.
 22 You can skip to the next slide there.
 23 The landowners for the project are Farmland
 24 Reserve -- I am sorry, I am not sure how I got muted
 25 there. But the landowners for the project are Farmland

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1 Reserve Incorporated. The site control is a long-term
 2 land use agreement that was signed in December of 2021.
 3 The zoning for the parcels is GMAAD, the Growth
 4 Management Agricultural -- sorry. The Growth Management
 5 Act, Agricultural District. This is in Benton County.
 6 Land use for the project right now is uncultivated
 7 pasture and agricultural operations, so driving,
 8 grazing. The land has previously been in use for
 9 cultivation. It was previously irrigated by the
 10 landowner. It no longer is. They have moved their
 11 pivots off of the land and have decided to move their
 12 water to other -- other pieces of land that are going to
 13 be more productive for them. So currently, the land
 14 is -- fairly underused. Utility interconnection is
 15 through Benton PUD for delivery to BPA. So we have
 16 ongoing interconnection applications with both of those
 17 utilities.
 18 The system size is 60 megawatts AC for solar
 19 with an optional 240 megawatt hour battery storage
 20 system. The facility's parcels total 1,220 acres. The
 21 project area extents, and which is also our leased area
 22 with the landowner, it is just 437 of those acres, and
 23 the facility area will be 392 acres, so that 392-acre
 24 facility area will be micro-sited within the 437-acre
 25 project area extent. So we want to -- you know, we are

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1 looking at the full project area extent for the permit
 2 so that we have the option to make that final impact
 3 within that area as -- as conditions deem necessary as
 4 we enter construction. The projected annual output for
 5 the project is just under 138,000 megawatt hours per
 6 year. An estimated on-line date would be end of year
 7 2026 currently.
 8 We can skip to the next slide, and we can take
 9 a look at the site.
 10 So following a robust alternatives analysis and
 11 just general siting exercise that One Energy conducted
 12 in Benton County, we arrived at this site which we
 13 believe is -- is the preferred site for a few reasons I
 14 have listed here. It has a higher -- high solar energy
 15 resource; very close proximity to existing transmission
 16 infrastructure; fairly flat topography across the site.
 17 It's, as I mentioned, uncultivated, unirrigated, and
 18 land that has been historically developed, and there are
 19 very few nearby neighbors that would be served by the
 20 project, so.
 21 Yeah. I think we can skip to the next slide
 22 for a few images of the site as it is today.
 23 So as you can see, fairly flat. Somewhat
 24 rocky, which I think contributes to the landowner not
 25 wanting to actually cultivate the land. Just not worth

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1 the inputs for the crops that they are able to get off
 2 of the soil here.
 3 All right. And then our development timeline.
 4 This year and next year, completing permitting and
 5 development. Starting in 2026, we begin construction,
 6 with that wrapping up at the end of year 2026. And then
 7 I have my dates a little bit off here, but Q1 2027 and
 8 on will be operations and maintenance. And in terms of
 9 operations and maintenance, at this point, One Energy is
 10 in early discussions with the local sheep grazer to
 11 maintain the project area and the agricultural use of
 12 the land.
 13 All right. And our final slide here is a
 14 rendering of the site from State Route 14 looking
 15 northeast across the solar project.
 16 And that's all I have for you. Open myself up
 17 to any questions.
 18 CHAIR DREW: Council members, are there
 19 any questions for Mr. Stottler?
 20 Ms. Bumpus, go ahead.
 21 MS. BUMPUS: Thank you, Chair Drew. I
 22 just wanted to clarify something going back to Amy
 23 Moon's update about the Horse Heaven Project.
 24 We talked about reviewing comments that come in
 25 through the comment period prior to the April 17

Energy Facility Site Evaluation Council
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1 meeting, and the point I wanted to add to that update is
 2 that staff will be reviewing those comments, and our
 3 approach is to look at those comments and develop
 4 recommendations for the Council in terms of edits to the
 5 documents that respond to or otherwise address those
 6 comments. So I just wanted to make that clarifying
 7 point as we prepare for the April meeting.

8 CHAIR DREW: Okay. Thank you. Thank you.

9 And thank you, Mr. Stottler, for the
 10 presentation. And we will look forward to the public
 11 informational meeting and land use hearing that are
 12 coming up.

13 MR. STOTTLER: All right. Thank you,
 14 Chair Drew.

15 CHAIR DREW: So at this point, we have
 16 come to the end of our agenda. We have no further
 17 business, so our meeting is adjourned. Thank you,
 18 everyone.

19 (Proceedings adjourned at 2:05
 20 p.m.)
 21
 22
 23
 24
 25

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1 STATE OF WASHINGTON) I, Lori K. Haworth, CCR, RPR,
) ss a certified court reporter
 2 COUNTY OF PIERCE) in the State of Washington, do
 hereby certify:
 3

4 That the foregoing Monthly Meeting of the
 Washington State Energy Facility Site Evaluation Council
 5 was conducted in my presence and adjourned on March 20,
 2024, and thereafter was transcribed under my direction;
 6 that the transcript is a full, true and complete
 transcript of the said meeting, transcribed to the best
 7 of my ability;

8 That I am not a relative, employee, attorney or
 counsel of any party to this matter or relative or
 employee of any such attorney or counsel and that I am
 9 not financially interested in the said matter or the
 outcome thereof;

10

11 IN WITNESS WHEREOF, I have hereunto set my hand
 this 3rd day of April, 2024.
 12
 13

14 /s/LORI K. HAWORTH, CCR, RPR
 Certified Court Reporter No. 2958
 My CCR certification expires 07/17/24.
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

EFSEC Monthly Council Meeting – Facility Update Format

Facility Name: Kittitas Valley Wind Power Project

Operator: EDP Renewables

Report Date: April 9, 2024

Reporting Period: March 2024

Site Contact: Jarred Caseday, Operations Manager

Facility SCA Status: Operational

Operations & Maintenance (only applicable for operating facilities)

- Power generated: 16,88.06 MWH.
 - Wind speed: 5.66 m/s
 - Capacity Factor: 22.42%
-

Environmental Compliance

- No incidents

Safety Compliance

- Nothing to report

Current or Upcoming Projects

- Nothing to report

Other

- No sound complaints
- No shadow flicker complaints

EFSEC Monthly Council Meeting – Facility Update

Facility Name: Wild Horse Wind Facility
Operator: Puget Sound Energy
Report Date: April 4, 2024
Report Period: March 2024
Site Contact: Jennifer Galbraith
SCA Status: Operational

Operations & Maintenance

March generation totaled 49,013 MWh for an average capacity factor of 24.17%.

Environmental Compliance

Nothing to report.

Safety Compliance

Nothing to report.

Current or Upcoming Projects

Nothing to report.

Other

Nothing to report.

EFSEC Monthly Council Meeting – Facility Update

Facility Name: Chehalis Generation Facility
Operator: PacifiCorp
Report Date: April 4, 2024
Reporting Period: March 2024
Site Contact: Jeremy Smith, Operations Manager
Facility SCA Status: Operational

Operations & Maintenance

-Relevant energy generation information, such as wind speed, number of windy or sunny days, gas line supply updates, etc.

- 229,330 net MW-hrs. generated in the reporting period for a capacity factor of 61.52%

The following information must be reported to the Council if applicable to the facility:

Environmental Compliance

-Monthly Water Usage: 545,292 gallons

-Monthly Wastewater Returned: 1,545,690 gallons

-Permit status if any changes.

- No changes.

-Update on progress or completion of any mitigation measures identified.

- Nothing to report

-Any EFSEC-related inspections that occurred.

- Nothing to report.

-Any EFSEC-related complaints or violations that occurred.

- Nothing to report

-Brief list of reports submitted to EFSEC during the monthly reporting period.

- Nothing to report

Safety Compliance

-Safety training or improvements that relate to SCA conditions.

- Zero injuries this reporting period for a total of 3,166 days without a Lost Time Accident.

Current or Upcoming Projects

- Planned site improvements.
 - No planned changes.
- Upcoming permit renewals.
 - Nothing to report.
- Additional mitigation improvements or milestones.
 - Nothing to report.

Other

- Current events of note (e.g., Covid response updates, seasonal concerns due to inclement weather, etc.).
 - Nothing to report.
- Personnel changes as they may relate to EFSEC facility contacts (e.g., introducing a new staff member who may provide facility updates to the Council).
 - Nothing to report.
- Public outreach of interest (e.g., schools, public, facility outreach).
 - Nothing to report.

Respectfully,



Jeremy Smith
Gas Plant Operations Manager
Chehalis Generation Facility

EFSEC Monthly Council Meeting – Facility Update

Facility Name: Grays Harbor Energy Center

Operator: Grays Harbor Energy LLC

Report Date: April 17, 2024

Reporting Period: March 2024

Site Contact: Chris Sherin

Facility SCA Status: Operational

Operations & Maintenance

-GHEC generated 188,200MWh during the month and 759,341MWh YTD.

The following information must be reported to the Council if applicable to the facility:

Environmental Compliance

-There were no emissions, outfall, or storm water deviations, during the month.

-Routine monthly, quarterly, and annual reporting to EFSEC Staff.

- Monthly Outfall Discharge Monitor Report (DMR).
- Submitted the AOP Annual Compliance Report.
- Submitted the AOP Semi-Annual Compliance Report.

Safety Compliance

- None.

Current or Upcoming Projects

- Application for a Modification to the Air Operating Permit submitted to EFSEC in April 2022. GHEC is currently authorized to operate under PSD Permit EFSEC/2001-01, Amendment 5 and Federal Operating Permit EFSEC/94-1 AOP Initial.

-NPDES permit renewal application submitted to EFSEC in December 2023 in accordance with Section S6.A of NPDES Permit No. WA0024961.

Other

-None.

EFSEC Monthly Council Meeting Facility Update

Facility Name: Columbia Solar Projects (Penstemon, Camas and Urtica)

Operator: Tuusso Energy, LLC

Report Date: April 12, 2024

Reporting Period: 31 Days ending March 31, 2024

Site Contact: Thomas Cushing

Facility SCA Status: Construction

Construction Status

- Penstemon
 - Currently operational
 - Total Generation during the month of March was 985 Megawatt hours

 - Camas
 - Currently operational
 - Total Generation during the month of March was 931 Megawatt hours

 - Urtica
 - Currently operational
 - Total Generation during the month of March was 1038 Megawatt hours
-

EFSEC Monthly Council Meeting

Facility Name: **Columbia Generating Station and Washington Nuclear Project 1 and 4 (WNP-1/4)**

Operator: **Energy Northwest**

Report Date: **April 17, 2024**

Reporting Period: **March 2024**

Site Contact: **Denis Mehinagic**

Facility SCA Status: **Operational**

CGS Net Electrical Generation for March 2024: **841,434 Mega Watt-Hours.**

The following information must be reported to the Council if applicable to the facility:

Environmental Compliance:

Following the March 6, 2024, Total Residual Halogen (TRH) maximum daily discharge limit exceedance, Energy Northwest submitted a 5-Day Discharge Noncompliance Report to the Energy Facility Site Evaluation Council. An internal evaluation of the halogenation/dehalogenation system malfunction driven by the station Corrective Action Program (CAP) is nearing completion. Energy Northwest will provide an update to EFSEC once the evaluation is finalized.

Safety Compliance

No update.

Current or Upcoming Projects

No update.

Other

No update.

EFSEC Monthly Council Meeting – Facility Update Format

Facility Name: Goose Prairie Solar

Operator: Brookfield Renewable US

Report Date: 04/09/24

Reporting Period: 03/09/24 to 04/09/24

Site Contact: Jacob Crist

Facility SCA Status: (Pre-construction/**Construction**/Operational/Decommission)

Construction Status (only applicable for projects under construction)

-On schedule or not. If not, provide additional information/explanation.

1. Project is on schedule.

-Phase/Brief update on status/month in review.

1. Perimeter fence complete. Substation fencing is being installed.

2. Racking/tracker install nearing completion.

3. Module installation continues.

4. Terminations have started on inverters.

5. AWM installation ongoing with cable hanging to combiner boxes and inverters.

6. Substation work is progressing ~90%.

Operations & Maintenance (only applicable for operating facilities)

-Energy generated for the reporting period.

-Relevant energy generation information, such as wind speed, number of windy or sunny days, gas line supply updates, etc.

The following information must be reported to the Council if applicable to the facility:

Environmental Compliance

-Permit status if any changes.

-Update on progress or completion of any mitigation measures identified.

1. No discharge on the site reported in March.

-Any EFSEC-related inspections that occurred.

1. Frequent Monitoring is occurring through WSP with no findings reported to date.

-Any EFSEC-related complaints or violations that occurred.

-Brief list of reports submitted to EFSEC during the monthly reporting period.

Safety Compliance

-Safety training or improvements that relate to SCA conditions.

Current or Upcoming Projects

-Planned site improvements.

-Upcoming permit renewals.

-Additional mitigation improvements or milestones.

Other

-Current events of note (e.g., Covid response updates, seasonal concerns due to inclement weather, etc.).

-Personnel changes as they may relate to EFSEC facility contacts (e.g., introducing a new staff member who may provide facility updates to the Council).

-Public outreach of interest (e.g., schools, public, facility outreach).

High Top and Ostrea Solar Project

April 2024 project update

[Place holder]

Whistling Ridge Energy Project

April 2024 project update

[Place holder]

Badger Mountain Solar Energy Project

April 2024 project update

[Place holder]

Wautoma Solar

April 2024 project update

[Place holder]

Hop Hill Solar Project

April 2024 project update

[Place holder]

Carriger Solar

April 2024 project update

[Place holder]

Horse Heaven Wind Project

April 2024 project update

[Place holder]

**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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FOR THE HORSE HEAVEN WIND FARM
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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.

DRAFT

**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 an 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 micro-siting 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.

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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)(1) 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.

DRAFT

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

DRAFT

APPENDIX 1

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

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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.

DRAFT

**APPENDIX 3
PROJECT LEGAL DESCRIPTION**

DRAFT

**BEFORE THE STATE OF WASHINGTON
ENERGY FACILITY SITE EVALUATION COUNCIL**

In the Matter of:

Docket No. EF-220011

Scout Clean Energy, LLC,
Horse Heaven Wind Farm, LLC,
Applicant

Application Docket No. EF-220011

REPORT TO THE GOVERNOR ON APPLICATION DOCKET NO. EF-220011

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5. Draft SCA

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I. Executive Summary

A. Application:

On February 8, 2021, Scout Clean Energy, LLC (Scout or Applicant) filed an Application for Site Certification (ASC or Application) to construct and operate the Horse Heaven Wind Farm (Project or Facility), a renewable energy generation facility including wind and solar energy generation with battery energy storage systems (BESS) and supporting facilities. Scout is a renewable energy company headquartered in Boulder, Colorado.

The Project: The Project's Lease Boundary as proposed would encompass approximately 72,428 privately-owned acres principally used for dryland wheat farming. The Facility would be in the Horse Heaven Hills area of unincorporated Benton County, Washington, approximately 4 miles south/southwest of Kennewick and the larger Tri-Cities urban area, along the Columbia River (the Site). The Application seeks authority to operate no more than 231 wind turbines that would generate up to 1,150 megawatts (MW) and solar arrays that would generate up to 800 MW, along with up to two BESS facilities.¹ The wind turbines and supporting facilities would encompass an 11,850-acre Micrositing Corridor within the Project Lease Boundary; the Micrositing Corridor is approximately 25 miles in length and extends eastward from Benton City to Finley.² The Solar Siting and BESS areas would encompass 10,755 acres, of which 5,447 acres are proposed to be occupied by up to two solar arrays.

B. Recommendation:

The Energy Facility Site Evaluation (EFSEC) Council recommends the governor approve in part, the Horse Heaven Wind Facility in Benton County. The Council also recommends that certain conditions be imposed insofar as the application is approved, as discussed below.

The Council carefully considered: 1) the statutory policies on need for abundant clean energy sources to meet the state's greenhouse gas reduction obligations and to mitigate the effects of climate change while ensuring through reasonable methods that all energy facilities will produce minimal adverse impacts on the environment (Revised Code of Washington (RCW) 80.50.010); 2) public comments, 3) the record, findings and conclusions of the Adjudicative Order; 3) the Final Environmental Impact Statement (EIS); 4) the issues raised in government-to-government consultations with affected federally recognized tribes; and 5) commitments made by the Applicant in its Application, at hearings, and in other relevant documents.

The Council concludes that the conditions identified in this report, and that are set forth in the accompanying draft Site Certification Agreement, are reasonable methods to minimize the adverse

¹ The original Application (filed February 8, 2021) sought authority to operate up to 244 wind turbines and up to two solar arrays. See Application, Section 2.3 and Tables 2.1-1 and 2.3-1. Scout filed subsequent updates to and a Final Application (filed almost 3 months after the adjudicative hearing on November 8, 2023) that sets out this ultimate requested scope of its proposal.

² For an overview of the Project boundary and its overall layout options see Application Figure 2.3-1 (Turbine Layout Option 1 – 244 turbines with maximum height of 499 feet) and Figure 2.3-2 (Turbine Layout Option 2 – 150 turbines with maximum height of 657 feet). The subsequent figures in the ASC illustrate the Micrositing Corridors.

impacts of the Project proposal on the environment and on the broad interests of the public, including affected tribes, while still recognizing the need for abundant clean energy. The Council recommends requiring a reduced Project footprint to reduce impacts to wildlife, visual resources, and tribal cultural resources including sacred places. The identified mitigation measures result in a Project that is significantly reduced in scope and less prominently visible. With the recommended mitigation measures, the proposed Project meets the requirements of applicable law and comports with the policy and intent of Chapter 80.50 RCW.

II. Detailed Summary of the Application and the Council's Review Process

A. Scout Clean Energy and the Horse Heaven Wind Farm

The Application: On February 8, 2021, Scout Clean Energy, LLC filed an Application for Site Certification to construct and operate the Horse Heaven Wind Farm, a renewable energy generation facility including wind and solar energy generation with battery energy storage systems and supporting facilities. Scout is a renewable energy company headquartered in Boulder, Colorado.

The Project: The Project's Lease Boundary as proposed would encompass approximately 72,428 privately-owned acres principally used for dryland wheat farming. The Facility would be in the Horse Heaven Hills area of unincorporated Benton County, Washington, approximately 4 miles south/southwest of Kennewick and the larger Tri-Cities urban area, along the Columbia River (the Site). The Application seeks authority to operate no more than 231 wind turbines that would generate up to 1,150 MW and solar arrays that would generate up to 800 MW, along with up to two BESS facilities.³ The wind turbines and supporting facilities would encompass an 11,850-acre Micrositing Corridor within the Project Lease Boundary; the Micrositing Corridor is approximately 25 miles in length and extends eastward from Benton City to Finley.⁴ The Solar Siting and BESS areas would encompass 10,755 acres, of which 5,447 acres are proposed to be occupied by up to two solar arrays.

B. The Council and the Application Review Process

The Council is a Washington state agency established under RCW 80.50.010 to advise the Governor in deciding which proposed locations are appropriate for siting specified energy facilities, including alternative energy resource facilities that choose to apply for certification under RCW 80.50. RCW 80.50.060(1)(b). The Council's mandate is to balance need for abundant energy at a reasonable cost with the broad interests of the public. RCW 80.50.010; see also Washington Administrative Code (WAC) 463-47-110.

³ The original Application (filed February 8, 2021) sought authority to operate up to 244 wind turbines and up to three solar arrays. See Application, Sections 2.1 and 2.3 and Tables 2.1-1 and 2.3-1. Scout filed a subsequent update, dated 12/9/22, and a Final Application submitted September 25, 2023, which sets out this ultimate requested scope of its proposal.

⁴ For an overview of the Project boundary and its overall layout options see Application Figure 2.3-1 (Turbine Layout Option 1 – 244 turbines with maximum height of 499 feet) and Figure 2.3-2 (Turbine Layout Option 2 – 150 turbines with maximum height of 657 feet). The subsequent figures in the ASC illustrate the Micrositing Corridors.

Council representatives participating in this proceeding are Kathleen Drew, Council Chair; Elizabeth Osborne, Department of Commerce (Commerce); Eli Levitt, Department of Ecology (Ecology); Mike Livingston, Department of Fish and Wildlife (WDFW); Lenny Young, Department of Natural Resources (DNR); Stacey Brewster, Washington Utilities and Transportation Commission (UTC); and Ed Brost, Benton County. Adam Torem, Administrative Law Judge, was retained by the Council to facilitate the adjudicative process.

The Council's review of the Project application for site certification consists of multiple separate and distinct procedural steps. A detailed summary of the activities associated with each step are listed below.

C. Informational Public Hearing

EFSEC must conduct a public informational hearing in the County of the proposed project not later than sixty days following the receipt of an application. RCW 80.50.090(1), WAC 463-26-025. This hearing shall consist of a presentation of the proposed project by the applicant and the general public shall be afforded an opportunity to provide written or oral comments. WAC 463-26-025.

Consistent with this requirement, the Council conducted a Public Informational Hearing on March 30, 2021. Due to restrictions around public gatherings associated with the COVID-19 pandemic, this meeting was not held locally, but virtually through a Microsoft Teams platform. Pursuant to RCW 80.50.090 (1) and WAC 436-26-025, EFSEC staff and the Applicant gave presentations about the Project proposal and EFSEC application review process. The Counsel for the Environment was introduced and provided a description of the duties of this position. EFSEC provided public notice and invited the public to comment at this hearing.

The Council received a total of 33 oral comments during the Public Informational Public Hearing and an additional 135 written comment letters. The comments included both support and opposition to the Project as well as concern that the Project proposal did not qualify for the expedited review process⁵. Comments expressed concern for potential impacts to wildlife, tourism, viewshed, recreation, economy, native grassland and shrub-steppe habitat, property values and taxes, agriculture, aesthetics, and solid waste. In addition, comments on the EFSEC process, energy production and cost, perceived need for renewable energy sources, and dispatchable seasonal energy were received.

D. Land Use Consistency Hearing

Subsequent to the public informational hearing, EFSEC must conduct a land use consistency hearing pursuant to RCW 80.50.090(2) and WAC 463-26-050. The Council must then decide whether the proposed site is consistent and in compliance with local land use plans and zoning ordinances. RCW 80.50.090(2); see also WAC 463-26-110.

⁵ The Applicant requested expedited process in writing, pursuant to RCW 80.50.075(1), in the cover letter submitted with the initial application. Subsequently, the Applicant withdrew the request for expedited process in a [letter dated March 29, 2021](#).

The Council held a Land Use Consistency hearing virtually on March 30, 2021, to determine whether the Project's use of the proposed site is consistent with local or regional land use plans and zoning ordinances in effect at the time the Application was submitted. RCW 80.50.090, WAC 463-14-030. Information was provided by both the Applicant and the County at this hearing. The Council allowed for but did not receive any testimony from members of the public. The Council determined the Project to be consistent with Benton County land use plans and zoning ordinances in effect as of February 8, 2021, the filing date of the application.⁶

E. Compliance with Chapter 80.50 RCW and State Environmental Policy Act

EFSEC must comply with the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, which requires consideration of probable adverse environmental impacts of governmental action and possible mitigation. EFSEC SEPA rules are set out in Chapter 463-47 WAC. The Council's SEPA responsible official is the EFSEC Executive Director. WAC 463-47-051. Following initial review of the application materials, the responsible official issued a Determination of Significance and Scoping Notice on May 11, 2021. Subsequently, a Draft EIS was issued for a 45-day public comment period on December 19, 2022, and a public hearing was held on February 1, 2023. EFSEC received X public comment submission on the Draft EIS which were reviewed and considered for EFSEC's preparation of the Final EIS document. The responsible official issued the Final EIS containing responses to comments on October 31, 2023.

The Final EIS provided a Project description and a discussion of the affected environment for each SEPA resource, this discussion is in Chapter 3 of the Final EIS. Project impacts for each SEPA resource are discussed in Chapter 4 and Cumulative impacts are discussed in Chapter 5 of the Final EIS.

All mitigation measures identified in the Final EIS for this Site Certification Agreement (SCA) and the basis for implementation can be found at the end of each resource section in Chapter 4 of the Final EIS.

EFSEC's environmental review in the Final EIS identified "significant unavoidable impacts" to multiple resources, as described below. Mitigation measures were identified in the to reduce impacts; however, certain impacts would remain significant even after the identified mitigation is imposed:

- **Cultural Resources – Traditional Cultural Properties (TCPs):** The presence of TCPs within and near to the Project Lease Boundary has been confirmed through coordination with Affected Tribes. As these TCPs have been identified throughout the Project Lease Boundary, they will be unavoidably impacted by the Project through physical encroachment, denial of tribal access to public lands, visual clutter, dust, noise, and other effects. The mitigation identified in the Final EIS to reduce these impacts is Cultural Resources-1, requiring that the Applicant and EFSEC continue engagement with affected

⁶ See Council Order No. 883.

tribes throughout the life of the Project to identify any measures that could effectively reduce impacts to TCPs.⁷

- Visual Aspects – Wind Turbines: The wind turbines proposed in Turbine Option 1 and Turbine Option 2, as defined in the Final EIS, would dominate views from many Key Observation Points and the landscape would appear strongly altered for residents, commuters, and recreationalists. The Visual-1, Visual-2, and Visual-3 mitigation measures identified in the Final EIS require the Applicant to locate all turbines at least 0.5 miles from any non-participating residences, prohibit any advertising, antennas, or other piggybacking on turbines, and require that the turbines be cleaned whenever they accumulate staining or dirt.⁸
- Recreation – Paragliding and Hang-Gliding Safety: There are approximately 20 known launch sites for paragliders and hang gliders within and near the Project Lease Boundary. Recreational gliders launching from these sites during Project operation would bear the risk of potential collision with turbines or supporting infrastructure and the reduction in safe landing space in the event of an in-flight emergency. The wake zones created by turbines' operation would also require additional caution from pilots when flying within areas approximately 3,000 feet downwind of the turbines. The Recreation-3 mitigation identified in the Final EIS requires the Applicant to coordinate with local and regional recreation groups in the development and maintenance of an adaptive safety management plan for recreational gliders.⁹

F. Tribal Engagement and Government-to-Government Consultation

RCW 80.50.060(8) requires EFSEC to provide early and meaningful participation and to gather input from federally recognized tribal governments that possess resources, rights, or interests reserved or protected by federal treaty, statute, or executive order in the area where an energy facility is proposed, including early and meaningful participation and input during the siting review process and in ongoing compliance monitoring of proposed energy facilities.

The chair and designated staff must offer to conduct government-to-government consultation to address issues of concern raised by such a tribe. The goal of the consultation process is to identify tribal resources or rights potentially affected by the proposed energy facility and to seek ways to avoid, minimize, or mitigate any adverse effects on tribal resources or rights. The Council is directed to propose resolutions to issues raised during consultation. This section provides details on the tribal engagement for the Project, pursuant to RCW 80.50.060(8).

EFSEC seeks to avoid, minimize, or mitigate adverse effects on tribal resources and rights and aims to implement methods for increased protection of tribal cultural resources, archaeological sites, and sacred sites during the energy facility siting process. EFSEC recognizes that the Project is located within the area that was historically occupied by the

- Confederated Tribes and Bands of the Yakama Nation (Yakama Nation),
- Confederated Tribes of the Umatilla Indian Reservation [Cayuse-Umatilla-Walla Walla]

⁷ Final EIS Section 4.9, pages 4-323 – 4-325, 4-341, and 4-344 and Tables 4.9-10a, 4.9-10b, and 4.9-10c

⁸ Final EIS Section 4.11, pages 4-378 – 4-406 and Table 4.10-14b

⁹ Final EIS Section 4.12, pages 4-479 – 4-481 and Table 4.12-5b

(CTUIR),

- Nez Perce Tribe (Nez Perce), and
- Wanapum Tribe.

Following receipt of the ASC and the Applicant's request for expedited processing per RCW 80.50.075(1) on February 8, 2021, EFSEC notified tribal nations throughout Washington state regarding receipt and processing of the ASC on February 17, 2021. Notices announcing the March 30, 2021, Public Informational Hearing and Land Use Hearing were issued to tribal nations on March 2 and 9, 2021. On April 29, 2021, EFSEC issued letters to tribal governments and nations across Washington State announcing an EIS would be prepared and that the Cultural Resource coordination with the Department of Archaeology & Historic Preservation (DAHP) had been initiated. The letter requested coordination with the tribal governments regarding cultural resources. The direct mailing of notices were sent to:

- Confederated Tribes and Bands of the Yakama Nation,
- Confederated Tribes of the Chehalis,
- Confederated Tribes of the Colville Reservation,
- Confederated Tribes of the Umatilla Indian Reservation,
- Cowlitz Indian Tribe,
- HOH Indian Tribe,
- Jamestown S'Klallam Tribe,
- Kalispel Tribe,
- Lower Elwha Klallam Tribe,
- Lummi Nation,
- Makah Tribe,
- Marietta Band of the Nooksack Tribe,
- Muckleshoot Indian Tribe,
- Nez Perce Tribe,
- Nisqually Indian Tribe,
- Port Gamble S'Klallam Tribe,
- Puyallup Tribe,
- Quileute Nation,
- Quinault Indian Nation,
- Samish Indian Nation, Sauk-Suiattle Tribe,
- Shoalwater Bay Indian Tribe,
- Skokomish Indian Tribe,
- Snoqualmie Indian Tribe,
- Spokane Tribe,
- Squaxin Island Tribe,
- Stillaguamish Tribe of Indians,
- Suquamish Tribe,
- Swinomish Indian Tribal Community,
- Tulalip Tribes,
- Upper Skagit Tribe, and the
- Wanapum Tribe.

Following the May 11, 2021 SEPA Determination of Significance, scoping Notices were issued May 27, 2021, directly to the same tribal nations that received notices for the Public Informational Hearing and Land Use Hearing. EFSEC received SEPA scoping comments from the Yakama Nation in a letter dated May 19, 2021¹⁰. EFSEC received scoping comments from the CTUIR in a letter dated June 10, 2021¹¹. EFSEC recognizes that government-to-government consultation, as envisioned in RCW 43.376, the 1989 Centennial Accord, and the 1999 Millennium Agreement is distinct from the required regulatory public comment periods and staff-level engagement. During EFSEC's review of the application the CTUIR and Yakama Nation requested formal consultation with EFSEC.

¹⁰ In their [May 9, 2021 letter](#) the Yakama Nation requested EFSEC consider energy production needs and impacts to Traditional Cultural Properties. (fill in footnote description)

¹¹ In CTUIR's [June 10, 201 Scoping Comment letter](#) (fill in footnote description)

The CTUIR requested formal consultation with EFSEC in a letter dated April 9, 2021¹². The CTUIR Cultural Resources Protection Program (CRRP) conducted research on the traditional uses associated with the Project area. The CTUIR provided an Executive Summary of the Traditional Use Study of the Project to EFSEC June 2022. Impacts to native place names associated with ancient use and knowledge of the land and beliefs about the culture and nature of the world, historic properties of religious and cultural significance, potential for disturbance of sacred ancestral burials, loss of access to First Foods, adverse effects to wildlife, and the loss of storytelling sites were identified in the summary. The CTUIR notified EFSEC in a letter dated October 10, 2023, that the CTUIR “have come to a mutual agreement to mitigate the adverse effects the Project will have on cultural resources and historic property of religious and cultural significance to the CTUIR” with Horse Heaven Wind Farm, LLC (the Applicant). The CTUIR stated that their “concerns have been addressed for the proposed Project with respect to cultural resources and historic properties of religious and cultural significance to the CTUIR”. As the CTUIR indicated that their concerns had been independently addressed, no subsequent formal consultation occurred between EFSEC and the CTUIR.

During EFSEC’s preparation of the Project Draft EIS, Yakama Nation cultural resource program staff provided valued technical review and comment on the Affected Environment and Analysis of Potential Impact for the Historic and Cultural, Wildlife and Habitat, and Vegetation resources. This coordination and document review continued through the publication of the Final EIS on October 31, 2023. During technical coordination between EFSEC and Yakama Nation staff, the Yakama Nation requested formal consultation with EFSEC expressing concerns regarding the impacts and characterization of archaeological resources, impacts to historic properties of religious and cultural significance to Indian Tribes (commonly referred to as traditional cultural properties or places, or TCPs), and wildlife. EFSEC provided a formal letter from the EFSEC Chair to initiate formal consultation on January 5, 2023¹³. Consequently EFSEC received an invitation from the Yakama Nation Council for the EFSEC Chair to attend the March 2023 Yakama Nation Council meeting. Attendance by the EFSEC Chair and staff at the Yakama Nation Council meeting constituted formal consultation and initiated a series of focused Project meetings between EFSEC staff, Yakama Nation staff, Yakama Nation legal counsel, and DAHP beginning in April 2023 and continuing into 2024.

The meetings focused on potential impacts to cultural resources and wildlife. Consultation and continued dialogue with the Yakama Nation provided an effective way to share information and better understand concerns and impacts related to TCPs. This coordinated effort informed the SEPA process and mitigation measures included in the Final EIS and Site Certification Agreement. Mitigation identified as Cultural Resources-1, or CR-1, as Traditional Cultural Properties Mitigation (see Site Certification Agreement Appendix 2). Cultural Resources-1 requires that the Applicant and EFSEC continue engagement with affected tribes throughout the life of the Project to identify any measures that could effectively reduce impacts to TCPs. The Yakama Nation staff also provided a confidential map of project impacts to TCPs that were included under separate cover to the Council with the Final EIS, which was then considered by the Council during deliberations.

¹² [April 9, 2021 CTUIR Consultation Request Letter](#) (insert footnote here)

¹³ [January 5, 2023 Yakama Nation Consultation Letter](#) (insert footnote here)

The Yakama Nation petitioned for, and was granted, intervention status during the adjudicative proceedings. Information provided during that process was considered by the Council in development of the Adjudicative Order, No. 892, and ultimately, in this recommendation.

Informed in part by this government-to-government consultation and tribal engagement, the Draft and Final EIS identified significant impacts to tribal cultural resources. In a letter dated January 25, 2023¹⁴, DAHP stated:

DAHP concurs that the proposed project will have significant direct and cumulative impacts on cultural resources including Traditional Cultural Properties, archaeological sites, and the larger cultural and natural landscapes that hold these significant cultural, historic, sacred, and tribal places.

G. Adjudicative Proceeding

The Council's adjudicative process, as outlined in RCW 463-30, its participants and the Council's findings and conclusions regarding the contested issues are set out in detail in the Adjudicative Order, Order No. 892, Attachment 4 to this Recommendation. This Recommendation Order will generally cite, rather than restate, Adjudicative Order content. The Adjudicative Order, pursuant to RCW 34.05.461(4), confined its scope to the matters of record and did not consider the SEPA process.

As a result of confidential evidence presented by Yakama Nation elders and the Tribe's archaeologist in the adjudicative hearing, the Council learned that constructing the Horse Heaven Wind Farm would result in unavoidable negative impacts to Yakama Nation (TCPs). The Council found in the adjudicative order that Scout's Project design does not sufficiently avoid or minimize impacts to Yakama Nation TCPs. Those impacts can be reduced by altering Project design in order to meet the directive in RCW 80.50.060(8) to seek ways to avoid, minimize, or mitigate any adverse effects on tribal resources.

In the Adjudicative Order, on the topic of wildlife impacts, the Council found that numerous environmental stressors, including loss of shrub-steppe habitat, are negatively influencing the ability of ferruginous hawks to persist in Washington State, and that the Project, as proposed, would pose a new and significant threat to the ferruginous hawk. The Council also found that the Applicant had not offered sufficient assurance or identified sufficient mitigation measures to demonstrate the Project would produce only minimal adverse effects on the ferruginous hawk. The Council concluded that additional mitigation measures must be imposed on the Project to protect existing ferruginous hawk nests and habitat and also to minimize impacts on the ability of ferruginous hawks to return to certain areas of historic usage. The Council also found that pronghorn antelope travel through and forage within the Project boundary and that the Project's solar arrays will diminish and fragment pronghorn grazing habitat. However, there is insufficient research or data available to fully understand the potential impact of wind turbines on pronghorn antelope and their ability to make use of habitat in and around wind farms.

¹⁴ [January 25, 2023 DAHP Review Letter](#) (insert footnote here)

Based on public comments and testimony presented in the adjudication, the Council found that the Project, as proposed, would visually transform the region and, due to the location of wind turbines along ridgelines, be especially impactful on the communities of Benton City and the City of Kennewick due to an undesirable “skylining” effect. Tourists who come to Benton County to enjoy Eastern Washington’s wide-open spaces and unobstructed views would no longer be able to do so within sight of wind turbines or solar arrays. The Council finds the Project, as proposed, would negatively impact recreational opportunities currently enjoyed by local hang gliders and paragliders. The Council further found the Project would alter views previously enjoyed by hikers, bikers, and tourists visiting the region.

Although the Applicant complied with EFSEC’s established standard to prevent wind turbines from looming over residential structures neighboring the Project, the elimination of turbines from certain areas within the proposed micro-siting corridor is needed to minimize the visual impact of the Project on the Tri-Cities region and on Yakama Nation TCPs.

Finally, the Council heard concerns from witnesses that it is not possible to use aerial firefighting to suppress wildland fires among and adjacent to wind turbines. Adjudication witnesses spoke particularly to the use of aerial fire suppression on the slope and ridgeline immediately to the north of and paralleling the Project area.

III. RCW 80.50.010 Standard for Recommendation

State law establishes policies that inform how the Council is to exercise its authority to develop a recommendation to the Governor on an application for site certification.

With regard to need for clean energy facilities and the interests of the public, RCW 80.50.010 provides as follows:

It is the policy of the state of Washington to reduce dependence on fossil fuels by recognizing the need for clean energy in order to strengthen the state's economy, meet the state's greenhouse gas reduction obligations, and mitigate the significant near-term and long-term impacts from climate change while conducting a public process that is transparent and inclusive to all with particular attention to overburdened communities.

...

It is the policy of the state of Washington to recognize the pressing need for increased energy facilities, and to ensure through available and reasonable methods that the location and operation of all energy facilities . . . will produce minimal adverse effects on the environment, ecology of the land and its wildlife, and the ecology of state waters and their aquatic life.

It is the intent to seek courses of action that will balance the increasing demands for energy facility location and operation in conjunction with the broad interests of the public.

State policy mandates the development of power that satisfies renewable energy requirements. Washington's emissions reduction requirements include a statewide 45 percent reduction by 2030, 70 percent reduction by 2040, and 95 percent reduction by 2050. RCW 70A.45.020(1)(a)(ii)–(iv). The Climate Commitment Act contemplates that meeting Washington's climate goals will require coordinated, comprehensive, and multisectoral implementation of policies, programs, and laws. RCW 70A.65.005(2) Among the State's economic and climate policies is the Clean Energy Transformation Act ("CETA"), which requires all electric utilities serving retail customers in Washington to be greenhouse gas neutral by 2030. By 2045, utilities cannot use offsets anymore and must supply Washington customers with electricity that is 100 percent renewable or non-emitting. Amid this broader policy context, the Washington legislature recognizes in RCW 80.50.010 the need for clean energy and has directed the Council to encourage the development of clean energy sources and the provision of abundant clean energy at reasonable cost.

Another aspect of need for clean energy facilities, regarding the economic viability of an applicant's project and aspects of market demand, was resolved in *Residents Opposed to Kittitas Turbines v. EFSEC*, 165 Wn.2d 275, 197 P.3d 1153 (2008). Need in this regard is an applicant's business decision and is outside the scope of Council review.

In summary, in its recommendation to the Governor, the Council must carefully consider the evidence in the record and seek a balance between the need for clean energy at a reasonable cost and the need to ensure that the location of energy facilities will produce minimal adverse effects on the environment.

IV. Applying the Statutory Standard to the Information Presented

The Council has considered the application for site certification, the adjudicative record, the Final EIS, the public comments, government-to-government consultations with the Yakama Nation, and the agreement between the applicant and the Confederated Tribes of the Umatilla Indian Reservation. As a result of this review, the Council finds that the project should be approved but with conditions, including the elimination of project elements from the portions of the proposed Project area where the adverse impacts are highest. The Council is persuaded that the project, as proposed, presents compounding impacts to a number of resources of concern, including, but not limited to: the ferruginous hawk, wildlife movement corridors, shrub-steppe habitat, noise, visual aesthetics, shadow flicker, archaeological and architectural resources, traditional cultural properties, and recreational opportunities.

As a starting point, the mitigation measures identified in the Final EIS should be required as conditions of approval for the reasons described in that document. The Final EIS anticipated and identified mitigation for impacts raised by public commenters, the adjudication witnesses, and the Yakama Nation.

In addition to the mitigation identified in the Final EIS, in order to minimize multiple, compounding impacts, the Council recommends that turbines be excluded from the sections of the wind micro-siting corridor identified as "Class 3 Impact" in Figures 2-5 and 2-6 of the Final EIS.

The Council recommends excluding all such turbines and their associated sections of the wind micro-siting corridor from development. All Class 3 turbines are within 2 miles of a historically identified ferruginous hawk nest. The Council heard testimony and received evidence that 2-mile buffers around both active and historic nest sites are critical for ferruginous hawks, a state endangered species. The Council believes that prohibiting the siting of wind turbines in these areas would not only minimize habitat disruption and risk of turbine strikes for ferruginous hawks if they use or return to these nesting areas, but would also result in substantial decreases in Project impacts to Yakama Nation cultural resources, the Horse Heaven Hills viewshed, paragliding and hang gliding, and areas of greatest concern regarding possible obstruction to aerial firefighting. This recommended restriction on the placement of wind turbines is set forth in Spec-5 in the draft site certification agreement. It replaces the Spec-5 mitigation measure from the Final EIS. In addition, and for the same reasons, the Council recommends prohibiting the siting of other primary project components (specifically solar arrays and BESS) within 0.5 miles of a historically identified ferruginous hawk nest. The Spec-5 mitigation measure has been included within Appendix 2 of the SCA.

Impacts to vegetation and habitat were identified in the Final EIS. The Final EIS found proposed solar arrays to be the most impactful Project component affecting habitats of concern. Installation of solar arrays are anticipated to result in approximately 94 percent of the permanent impacts to these habitat types (see Table 4.6-4 of the Final EIS). The Final EIS identified mitigation includes compensatory mitigation and revegetation monitoring where impacts are not avoided as outlined in Veg-4 from Appendix 2 of the SCA. But in consideration of the additional information from the adjudication and government-to-government consultation, the Council concludes that a more protective approach to mitigation for these impacts is warranted. The Council recommends that a more protective condition be imposed, which is identified as Veg-10 in Appendix 2 of the SCA. This measure would prohibit the siting of any solar arrays on rabbitbrush shrubland or WDFW-designated Priority Habitats. Given the overall impacts of the project on wildlife species of concern, the Council recommends avoidance as the most appropriate mitigation for Priority Habitat in the Project footprint.

Impacts to wildlife movement were also identified in the Final EIS. Project infrastructure, including solar array fencing, turbines, and linear features such as power lines were identified as creating barriers to movement for larger animals. Mitigation identified in the Final EIS, Hab-1, would require the creation of a Corridor Mitigation Plan for any Project components sited within movement corridors modeled as medium to very high linkage. However, again after a review of the entire record, including the adjudicative record, the Council has determined that additional restrictions are appropriate to further reduce impacts to wildlife movement through the Project. The Council therefore recommends modifying Hab-1 to prohibit the siting of any primary Project components (specifically wind turbines, solar arrays, and BESSs) in corridors modeled as medium to very high linkage and to prohibit the siting of any secondary Project components (i.e., roads, transmission lines, substations, MET¹⁵ and ADLS towers¹⁶, and laydown yards) in corridors modeled as high to very high linkage unless co-located with existing infrastructure, such as roads or transmission corridors. A Corridor Mitigation Plan would still be required for any secondary

¹⁵ Meteorological Towers (MET)

¹⁶ Aircraft Detection Lighting System (ADLS towers)

components sited in medium to very high linkage corridors. These changes will reduce Project impacts on modeled wildlife movement corridors and have been made following coordination with WDFW staff.

With the mitigation measures proposed in the Final EIS, conditions identified in the adjudicative order, and the foregoing additional conditions based on the Council's consideration of the public comments, adjudicative record, and government-to-government consultation, the Council finds that the Project conforms to the legislative intent expressed in RCW 80.50.010. Weighing the imperative to develop new sources of clean energy against the evidence of adverse project impacts, the Council finds it cannot recommend denial of the Project, but the majority of the Council concludes the most significant adverse effects of the Project, including the impacts to Yakama Nation TCPs will be minimized through all reasonable and available methods.

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V. Conclusion and Recommendation

On the basis of the entire project record, and with the conditions and modifications described in this report, the Council recommends that the Governor approve the Application and execute the draft site certification agreement.

The record before the Council supports the decision to recommend approval of the Project, subject to the restrictions on project infrastructure and the other mitigations and protective measures identified in this Recommendation. Including these elements in a Site Certification Agreement will, in the Council's judgment, minimize the adverse local impacts of the project as much as is reasonable consistent with the balancing of policies described in RCW 80.50.010. This will not fully mitigate all adverse impacts, particularly impacts to landscape and other natural features in and around the project site that the Yakama Nation has identified as having special cultural significance. However, the Council is persuaded that projects aimed at meaningfully mitigating climate change cannot be hidden from public view. Like all energy facilities, they will necessarily have impacts. The question is not whether all impacts must be avoided. They cannot be. Instead, the question is whether all reasonable measures have been required to mitigate and minimize them, with the full understanding of the tradeoffs and benefits of the project. Most important is encouraging the development of abundant clean energy at a reasonable cost to meet the state's greenhouse gas reduction obligations, and to mitigate the significant near-term and long-term impacts from climate change.

Signatures

WASHINGTON ENERGY FACILITY
SITE EVALUATION COUNCIL

Kathleen Drew, Chair

Elizabeth Osborne
Department of Commerce

Eli Levitt
Department of Ecology

Mike Livingston
Department of Fish and Wildlife

Lenny Young
Department of Natural Resources

Stacy Brewster
Utilities and Transportation Commission

Ed Brost
Benton County

Notice to Parties About Procedures for Administrative Relief: Administrative relief may be available through a petition for reconsideration, filed within 20 days of the service of the Orders within the Recommendation Package to the Governor. If any such petition for reconsideration is filed, the deadline for answers is 14 days after the date of service of each such petition. Since all Orders contained within the Recommendation Package to the Governor are integral components of the recommendation and served as a package to the parties, the Council requires any request(s) for reconsideration to be filed on the full Recommendation Package, and not on individual elements of the package. The formatting of the petitions shall be governed by WAC 463-30-120 and shall be limited to 50 pages.

DRAFT

Attachment 1:
Cover letter

DRAFT

Attachment 2:
Index of Supporting Documentation

DRAFT

Attachment 3:
File Name Abbreviations and Acronyms

DRAFT

Attachment 4:
Order No. 892 Final Adjudicative Order

DRAFT

Attachment 5
Draft SCA

DRAFT

Wallula Gap Solar Project

April 2024 project update

[Place holder]

Energy Facility Site Evaluation Council

Non-Direct Cost Allocation for 4th Quarter FY 2024

April 1, 2024 – June 30, 2024

The EFSEC Cost Allocation Plan (Plan) was approved by the Energy Facility Site Evaluation Council in September 2004. The Plan directed review of the past quarter's percentage of EFSEC technical staff's average FTE's, charged to EFSEC projects. This along with anticipated work for the quarter is used as the basis for determining the non-direct cost percentage charge, for each EFSEC project.

Using the procedures for developing cost allocation, and allowance for new projects, the following percentages shall be used to allocate EFSEC's non direct costs for the 4th quarter of FY 2024

Kittitas Valley Wind Power Project	4%
Wild Horse Wind Power Project	4%
Columbia Generating Station	20%
Columbia Solar	4%
WNP-1	2%
Whistling Ridge Energy Project	3%
Grays Harbor 1&2	6%
Chehalis Generation Project	6%
Desert Claim Wind Power Project	4%
Goose Prairie Solar Project	4%
Horse Heaven Wind Farm Project	11%
Badger Mountain	6%
Cypress Creek Renewables	4%
Wautoma Solar Project	6%
Hop Hill	6%
Carriger Solar	6%
Wallula Gap	4%



Sonia E. Bumpus, EFSEC Manager

Date: 4/11/2024