

June 21, 2025

Joanne Snarski, Energy Facility Site Specialist
Washington Energy Facility Site Evaluation Council
P.O. Box 43172
Olympia, Washington 98504

Subject: Public Comments to Draft Site Certification Agreement and Revised MDNS

Dear Ms. Snarski,

Cypress Creek Renewables, LLC (CCR), on behalf of Carriger Solar, LLC hereby submits the following comments on the Draft Site Certification Agreement (SCA) and the Revised Mitigated Determination of Non-Significance (RMDNS).

RMDNS Mitigation Condition: Natural Screening

In the EFSEC Council meeting on May 21, 2025, EFSEC staff recommended adding periodic screening along the 0.5-mile shared border with the DNR parcel's northern boundary to break up the visibility of the Project and allow it to blend more with existing views. The "Natural Screening" mitigation condition was added to the RMDNS to capture this, but the word "periodic" was omitted in the description in the condition. We request that it is included.

Site Restoration Detailed Engineering Estimate

Article IV.G.1 and Article IV.D.1 of the draft SCA state that the financial assurance and the associated detailed engineering estimate may not be reduced by any salvage value that will be realized at the decommissioning of the project. By not accounting for the salvage value of scrap metals, the financial assurance amount required would be more than 30% higher than the actual cost of site restoration. Carrying this higher financial assurance amount would result in an increase in cumulative operating costs of more than \$1 million over the life of the asset.

We understand EFSEC's concerns related to potential third-party interests in said salvage value. As such, we request that the following language be used to address that concern while not overburdening the facility with an inflated financial assurance amount during the life of the asset. There is a precedent for this language as it was accepted by EFSEC in an Initial Site Restoration Plan for the Ostrea project.

The site restoration cost estimate may include a salvage credit only if the certificate holder owns the equipment or materials included in the salvage credit and has not granted a security interest in or otherwise pledged or assigned any interest to a third party in such equipment or materials, and expressly surrenders and transfers all right and interest in the equipment and materials to EFSEC or the lessor of the property in the event that EFSEC triggers its right to payment under the financial assurance instrument (the "Salvage Credit Requirements"). EFSEC will require a corporate officer of the certificate holder to certify that it meets Salvage Credit Requirements on an annual basis. If the certificate holder is unable to satisfy the Salvage Credit Requirements, then the certificate holder must increase the amount of its financial assurance by the salvage credit amount. Additionally, the certificate holder may at any time decrease the amount of the financial assurance by the salvage credit amount, but only if the certificate holder is able to certify that it can satisfy the Salvage Credit Requirements. For clarity, any increase to the amount of the financial assurance due to removal of the salvage credit will be separate from any potential increase because of inflation.

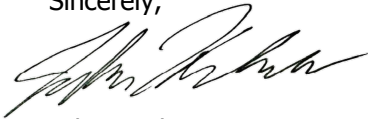
Soil Monitoring

Article IV.H of the SCA identifies the need for a soil monitoring plan and states that it should be developed in consultation with EFSEC staff and Washington Department of Agriculture. This deliverable will be provided as requested and will align with the testing regimen already reviewed and approved by the Washington Department of Agriculture for this project.

Please note, however, that this Article also states that "The Plan shall include measures for adaptive management mitigation measure in the event that monitoring shows a decline in soil conditions." We understand that Carriger Solar, LLC would be responsible for addressing any decline in soil conditions caused by the facility. However, the current language is overly broad and could be interpreted to hold the company responsible for any changes in soil conditions, regardless of cause — including regional changes resulting from climate variability, natural disasters, or other unrelated external causes. We therefore request that this language be revised to state: "in the event that monitoring shows a decline in soil conditions directly attributable to the Carriger Solar facility."

Thank you in advance for your consideration.

Sincerely,



John Hanks
Director, Development
Cypress Creek Renewables, LLC

cc: Peter Moritzburke, VP of Development