

**SITE CERTIFICATION AGREEMENT
BETWEEN**

THE STATE OF WASHINGTON

AND

CARRIGER SOLAR, LLC



For the

**CARRIGER SOLAR ENERGY PROJECT
K L I C K I T A T COUNTY, WASHINGTON
EXECUTED December 15, 2025**

ENERGY FACILITY SITE EVALUATION COUNCIL

(This page intentionally left blank)

**SITE CERTIFICATION AGREEMENT
FOR THE CARRIGER SOLAR ENERGY PROJECT
CONTENTS**

ARTICLE I: SITE CERTIFICATION	2
A. Site Description	2
B. Site Certification	2
C. Project Description	3
ARTICLE II: DEFINITIONS	6
ARTICLE III: GENERAL CONDITIONS.....	8
A. Legal Relationship	8
B. Enforcement.....	9
C. Notices and Filings.....	9
D. Rights of Inspection	9
E. Retention of Records	10
F. Consolidation of Plans and Submittals to EFSEC	10
G. Site Certification Agreement Compliance Monitoring and Costs	10
H. Site Restoration	10
I. EFSEC Liaison	10
J. Changes in Project Management Personnel	11
K. Amendment of Site Certification Agreement	11
L. Order of Precedence	12
M. Review and Approval Process; Exceptions	12
ARTICLE IV: PLANS, APPROVALS AND ACTIONS REQUIRED PRIOR TO CONSTRUCTION	12
A. Plan Submission Requirements.....	12
B. Notice of Federal, State, and Local Permit Approvals	13
C. Mitigation Measures.....	13
D. Construction Stormwater Pollution Prevention Plan.....	13
E. Temporary Erosion and Sediment Control Plan.....	14
F. Construction Spill Prevention, Control and Countermeasures Plan	14
G. Initial Site Restoration Plan	14
H. Soil Monitoring Plan	15
I. Habitat Restoration and Mitigation Plan.....	15
J. Vegetation and Weed Management Plan.....	16

K. Construction Traffic Control Plan	17
L. Cultural and Archaeological Resources Unanticipated Discovery Plan	17
M. Construction Emergency Plan	18
N. Construction Fire Control Plan	18
O. Construction Health and Safety Plan	18
P. Construction Site Security Plan	19
Q. Utilities	19
R. Construction Schedule	19
S. Construction Plans and Specifications	19
ARTICLE V: PROJECT CONSTRUCTION	20
A. Environmental Monitoring During Construction	20
B. Quarterly Construction Reports	21
C. Construction Inspection	21
D. As-Built Drawings	21
E. Habitat, Vegetation, Fish and Wildlife	21
F. Construction Noise	21
G. Construction Safety and Security	21
H. Contaminated Soils	22
I. Light, Glare, and Aesthetics Lighting	22
J. Construction Wastes and Clean-Up	22
ARTICLE VI: SUBMITTALS REQUIRED PRIOR TO THE BEGINNING OF COMMERCIAL OPERATION	23
A. Plan Submission Requirements	23
B. Operations Stormwater Pollution Prevention Plan	23
C. Operations Spill Prevention, Control and Countermeasure Plan	23
D. Vegetation and Weed Management Plan	24
E. Operations Emergency Plan	24
F. Operations Fire Control Plan	24
G. Operations Health and Safety Plan	24
H. Operations Site Security Plan	24
ARTICLE VII: PROJECT OPERATION	25
A. Plan Implementation and Adherence	25
B. Water Discharge	25

C. Noise Emissions	25
D. Fugitive Dust Emissions	25
E. Safety and Security	25
F. Dangerous or Hazardous Materials	26
G. Utilities	26
H. Grant Funds to the Confederated Tribes of the Yakama Nation	26
ARTICLE VIII: PROJECT TERMINATION, DECOMMISSIONING AND SITE RESTORATION	26
A. Detailed Site Restoration Plan	26
B. Project Termination	27
C. Site Restoration Timing and Scope	27
D. Site Restoration Financial Assurance	28
ARTICLE IX: SITE CERTIFICATION AGREEMENT - SIGNATURES	32

**SITE CERTIFICATION AGREEMENT
FOR THE CARRIGER SOLAR ENERGY PROJECT**

between

THE STATE OF WASHINGTON

and

CARRIGER SOLAR, 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 Carriger Solar, LLC (Certificate Holder).

Cypress Creek Renewables, LLC, 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 solar powered generation and battery energy storage system facility to be sited in Klickitat County, Washington. The Council reviewed Application 230001, conducted public meetings, and recommended approval of the application and a Site Certification Agreement by the Governor. On December 15, 2025, the Governor approved the Site Certification Agreement authorizing Carriger Solar, LLC, to construct and operate the Carriger Solar, LLC, 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 solar photovoltaic (PV) electric generating facility with an optional battery storage system. The project is located on 25 parcels of privately owned land that is under purchase or lease option. It is in unincorporated Klickitat County 2 miles west/northwest of the city of Goldendale and includes two noncontiguous areas with a site control boundary of 2,108 acres. The project will have a capacity of 160 megawatts (MW) of solar energy and 63 MW of Battery Energy Storage System (BESS)

The Project will use solar modules configured in a solar array to convert energy from the sun into electric power. Solar arrays are comprised of single axis tracking PV modules, pile driven racking equipment, cabling, power inverters and transformers mounted on concrete pads, and an electrical collection system of overhead and underground cables.

The Project also includes the following supporting components: a BESS, a Project substation, interconnection equipment, operations & maintenance (O&M) building and employee parking, laydown area, access roads, and perimeter fencing. Fencing will be installed around the perimeter of the solar arrays, the Project substation, and BESS.

The Project will interconnect to the northwest transmission grid via Bonneville Power Administration's (BPA) existing Knight Substation located adjacent to the Project substation. An overhead collector line will be sited within the existing Klickitat County Knight Road right of way (ROW). Other access roads and collection lines will be sited within a portion of the existing BPA transmission line ROW associated with the existing North Bonneville-Midway No. 1 and Wautoma-Ostrander No.1 transmission lines.

B. Site Certification

The State of Washington hereby authorizes Carriger Solar, LLC, and any and all parent companies, and any and all assignees or successors approved by the Council, to construct and/or operate the Carriger Solar Energy Project as described herein, subject to the terms and conditions set forth in the Council Report to the Governor Recommending Site Certification (Attachment 1 to this Agreement), and this Agreement.

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 Cypress Creek Renewables, LLC, on February 10, 2023.

This Agreement authorizes the Certificate Holder to construct the Project within the terms provided in WAC 463-68-030, and is subject to expiration as provided in WAC 463-68-080.

If the Certificate Holder does not begin construction of the Project within five (5) years of the effective date of the SCA and thereupon continue in a reasonably uninterrupted fashion toward project completion, then in accordance with WAC 463-68-060, 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. Construction may begin only upon prior Council authorization and approval of such certifications. 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.

C. Project Description

The Carriger Energy Project will consist of the following components:

1. *Photovoltaic Modules.* The Project will use high-efficiency commercially available Tier I PV modules that are Underwriters Laboratories (UL) listed. The principal materials incorporated into the PV modules include glass, steel, and materials that convert sunlight into electricity. These materials consist of monocrystalline silicon, polycrystalline silicon, amorphous silicon, or thin films of polymers, glass and other materials. Module strings and plant performance are remotely monitored for performance and faults 24/7 and condition assessed during routine maintenance inspections by on-site operations and maintenance personnel. Any damaged panels will be repaired or replaced as needed with spare modules stored on site. The final number of modules will be determined prior to submitting building plans for building and electrical permits.
2. *Ground Mount.* The PV modules will be mounted on single-axis tracking systems that will be arranged in north-south rows and the modules will rotate east to west tracking the sun throughout the day to maximize generation. Module clear row spacing could range from 8 to 25 feet of open space between the rows, with final spacing dependent on design considerations such as grading, physical and geological constraints, racking manufacturer selection, slope and grade, and inter-row shading. The maximum height of the solar panels will be 12 feet above grade at maximum tilt. The mounting system for the modules will be supported by posts driven into the ground or set into pre-drilled holes where hard weathered or solid bedrock exists at shallow depth below grade. Depending on soil and hydrologic conditions, the posts will be driven directly into the soil; however, other foundation designs may be used depending on final engineering design.
3. *Additional Project Electrical and Communication Equipment.* The Project will have a collection system connecting PV modules to the Project substation. The

collection system may include underground or aboveground cable trays, overhead DC and AC electrical and communication cables, or a combination of these. DC collection lines will connect the PV modules to the inverter, which converts DC power to AC power. AC lines will connect inverters to the transformers, which increase the AC power to medium voltage (34.5 kV). The inverters and transformers will be mounted on concrete pads adjacent to each module block (collection of module rows). The inverters and transformers will transform the electricity from the arrays from DC to AC at the collector line voltage level. The southern and northern PV arrays will be connected electrically through an overhead 34.5kV collector line that will be constructed in the medium voltage collection line ROW. The overhead collection system may contain both electrical circuits and communication lines on the same structures. Overhead collection systems typically consist of wood or steel poles and are approximately 40 feet above grade with a typical span length of 35 feet. The underground collection system is typically buried in trenches to a depth of 36 to 48 inches. Final design will determine the use of buried, overhead lines or a combination of both.

4. *Meteorological Station.* The Project will have at least one 10-foot-tall meteorological station within the solar field. The total number of meteorological stations depends on final Project design. A meteorological station is a device that collects data related to weather and environment using an array of different sensors. The sensors may include a thermometer to take temperature readings, a barometer to measure pressure in the atmosphere, and other sensors to measure rain, wind, and humidity
5. *Energy Storage System.* The Project will have a BESS footprint of up to approximately two acres located near the Project substation. The primary BESS container components are battery storage modules comprised of lithium-ion phosphate (LFP) cells, placed in racks. LFP is one type of lithium-ion chemistry which has a greater safety margin compared to other common lithium-ion battery chemistries. Lithium-ion cells have a typical lifespan of 15 to 20 years depending on usage. The BESS system will have early detection systems that include smoke detectors, combustible gas detectors, and temperature detectors. Each individual battery module will also have voltage and current detectors. BESS battery containers will also be equipped with automatic fire suppression systems inside the battery containers. These include condensed aerosol fire suppressants and gaseous medial fire-extinguishing devices.

The BESS containers are mounted on foundations adjacent to power conversion systems, comprising inverters and 34.5kV transformers. The number of BESS containers may change depending on final engineering design, capacity maintenance strategy, and BESS manufacturer selected. The BESS will be designed to provide 4 hours of energy at full rated power of the

system. The final number of BESS containers will not exceed the audible limits analyzed in the noise analysis.

6. *Project Substation and Transmission Interconnection System.* The Project will construct a new substation in an approximately 3-acre area within the Project Site Control Boundary, west of the BPA Knight Substation. The conceptual substation design for purposes of permitting will include a 500-kV step-up transformer, access roads, stormwater facilities, and electrical infrastructure such as circuit breaker, metering, communications, protection, and control equipment; and supervisory control and data acquisition (SCADA) and metering equipment. The substation will be interconnected to the BPA Knight Substation via a 500-kV overhead line. The Project's end of control is at the Project substation fence line along the property boundary of privately owned parcel where the 500-kV overhead line extends onto the adjacent BPA parcel at which point the overhead line is under BPA control and permitting. The Project's interconnection to BPA's system may require electrical and infrastructure upgrades to the BPA substation; however, the footprint of BPA's existing substation is not expected to change. Interconnection to a BPA transmission system is subject to review under the National Environmental Policy Act.
7. *Operations and Maintenance Building.* The Project includes an O&M building that will consist of a single-story structure with office space, warehousing space, a bathroom, and breakroom facilities. The O&M building could be up to 2,000 square feet in size on approximately 0.5-acre area including an on-site 10,000-square-foot graveled area for parking for employees and visitors (approximately 10 parking spaces) and an open staging area. The O&M building will be located near the Project's collector substation and surrounded by a security fence.

In addition, the Project's O&M area will include two 250-gallon above-ground water storage tanks. Water will be purchased from a permitted off-site source (i.e., municipal water source or vendor with a valid water right) and hauled to the Project site. Wastewater will be managed using a permitted onsite above ground septic system. Local utilities will provide electrical and communications/telephone connections.

8. *Access Roads and Internal Roads.* The Project will primarily be accessed from private driveways off Knight Road, Mesecher Road, Butts Road, and State Route 142. The Project's northern and southern solar array areas will be connected by the Collection Line ROW along Knight Road. Private interior roads will be built on private property for construction and operation. Access roads will have a compacted gravel surface, with a width of approximately 16 feet or 20 feet as well as the required clearance and turning radius needed for emergency response vehicles, in accordance with fire code. Road

improvements, including drainage upgrades and grading, may be required as part of the Project.

9. *Security and Lighting.* Permanent 12.5 gauge game fencing will be installed around the Project in order to restrict public access and will have a height of 8 feet. The fence posts will be set in concrete. Lighting may be needed for security and occasional after-hours work. Lighting will be controlled by motion sensors that are directed inwards, shielded, and have reduced lumens as required by Klickitat County Code. Lighting may be installed throughout the Project in locations such as the access points, O&M building, substation, BESS and major equipment locations. Any lighting will be shielded and directed downward to minimize the potential for glare or spillover to adjacent properties, as required in the code.
10. *Temporary Work Areas.* Construction staging and laydown areas will be established as needed for parking, construction, storage and use within the Project Study Area. The estimated acreage for temporary work and laydown area during construction is 22-acre.
11. *Off-site Operations Monitoring.* The Project will be remotely monitored 24 hours a day by the Applicant with remote shutoff capabilities and automatic, redundant, continuously operating combustion prevention systems supported by an independent power supply capable of operating without auxiliary or internal BESS power.

The location of Project facilities including, but not limited to, the solar panels, electrical collection and distribution system, electrical transformers, electrical generation tie lines, roadways, and other related infrastructure, is generally described in the ASC, as modified within this Agreement. The final location of the 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.S.

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 Application for Site Certification, designated No. 230001, submitted by CCR on February 10, 2023.
2. "Approval" (by EFSEC) means an affirmative action 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. “BMPs” means Best Management Practices.
4. “BPA” means Bonneville Power Administration.
5. “Carriger Solar Energy Project” or “Project” means those Carriger Solar Energy Project facilities described in the ASC, including solar panels and their construction areas; electrical collection/interconnection and communication systems; electrical step-up and interconnection transformers; optional Battery Energy Storage System; access roadways; temporary construction-related facilities; and other related Project facilities. The specific components of the Project are identified in Article I.C.
6. “Certificate Holder” means Carriger Solar, LLC, any and all parent company(s), or an assignee or successor in interest authorized by the Council.
7. “Commence Commercial Operation” or “Beginning 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.
8. “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 solar resource assessment stations.
9. “County” means Klickitat County, Washington.
10. “DAHP” means the Washington State Department of Archaeology and Historic Preservation.
11. “Ecology” means the Washington State Department of Ecology.
12. “Effective date” means the date on which the Governor executes this Agreement, although the Agreement must also be signed by the Applicant to become binding.
13. “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.

14. “EFSEC Costs” means any and all reasonable costs, both direct and indirect, actually incurred by EFSEC with respect to this Site Certification Agreement (SCA), including but not limited to monitoring, staffing, and SCA maintenance.
15. “Micro-siting” 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.
16. “NPDES Permit” means National Pollutant Discharge Elimination System permit.
17. “Project Footprint” means that portion of the Project Site within the 2,108-acres where the facility infrastructure is planned to be located, as described in greater detail in Section 2.A.2 of the ASC.
18. “RCW” means the Revised Code of Washington.
19. “Revised MDNS” means the Revised Mitigated Determination of Non-Significance issued on June 16, 2025, by EFSEC, and any subsequent revisions.
20. “Site,” or “Project Site,” means the land on which the Carriger Solar Energy Project is to be constructed and operated.
21. “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.
22. “State” or “state” means the State of Washington.
23. “WAC” means the Washington Administrative Code.
24. “WDFW” means the Washington Department of Fish and Wildlife.
25. “WSDOT” means the Washington State Department of Transportation.

ARTICLE III: GENERAL CONDITIONS

A. Legal Relationship

1. 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.

2. This Agreement, which includes those commitments made by the Certificate Holder in the ASC and mitigation requirements included in the Revised MDNS, issued June 16, 2025, 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 the Energy Facility Site Evaluation Council, 621 Woodland Square Loop SE, Lacey, WA 98504-3172 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 3402 Pico Blvd, Santa Monica, California 90405 c/o General Counsel, legal@ccrenew.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 designated representatives of EFSEC and 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.13, 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.G 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.A 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.
 - c. The Certificate Holder may replace any and all project facilities (including but not limited to equipment and structures) when necessary or to improve efficiency, without the need to amend this SCA, as long as the replacement facilities are within the physical dimensions authorized by this SCA, and do not present any environmental impacts greater than those evaluated in the MDNS and RMDNS. The fact that such replacements increase the generating capacity of the facility above 160 MW, shall not, by itself, require amendment of this SCA.
 - d. If facility replacements represent a significant departure from the originally approved construction plans, EFSEC may require the submission of new construction plans, in the same manner as for original construction plans.
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 affect 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, the Revised MDNS, 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 to the start of Construction. The Certificate Holder shall not begin Construction activities until all applicable elements of the required plans or

commitments outlined in this Agreement, the Revised MDNS, 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

No later than thirty (30) days after the effective date of this Agreement, the Certificate Holder shall notify the Council of all Federal, State, and Local permits, not delegated to EFSEC, 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 mitigation measures set forth in this Agreement, including, but not limited to, those presented in the ASC and those identified in the Revised MDNS. 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.

D. Construction Stormwater Pollution Prevention Plan

1. Notice of Intent. No later than sixty (60) days prior to the beginning of Construction, 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 sixty (60) days prior to the beginning of Construction, the Certificate Holder shall submit to EFSEC a Construction Stormwater Pollution Prevention Plan (Construction SWPPP). The Construction SWPPP shall meet the objectives and requirements listed in the Construction Stormwater General Permit Special Conditions S.9 of the *National Pollutant Discharge Elimination System 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 Western Washington.

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 Construction, the Certificate Holder shall submit the TESC Plan to EFSEC. 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. Construction Spill Prevention, Control and Countermeasures Plan

The Certificate Holder shall develop a Construction Spill Prevention, Control, and Countermeasures Plan (Construction SPCCP) if 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. The Construction SPCCP 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.

G. 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 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.

The Initial Site Restoration Plan shall be prepared in detail commensurate with the time until site restoration is to begin. EFSEC staff will coordinate with Yakama Nation for input on site restoration. 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. The estimate may not be reduced for “net present value” and may not be reduced by allowance for 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.C of this Agreement.
3. Decommissioning Funding and Surety, as required by Article VIII.D of this Agreement.

4. Mitigation measures described in the Revised MDNS, the ASC, 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 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. 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.

An initial plan for restoring the Project Site, including the removal of structures and foundations to a minimum of four feet below grade and the restoration of disturbed soils. This restoration should be informed by the soil monitoring conducted in accordance with the Soil Monitoring Plan developed as described in Article IV.H below.

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

H. Soil Monitoring Plan

The Certificate Holder shall develop a Soil Monitoring Plan, in consultation with EFSEC staff and Washington Department of Agriculture.

1. This Plan shall include a baseline soil test conducted prior to construction as well as regular sampling during operations.
2. The Plan shall include measures for adaptive management mitigation measure in the event that monitoring shows a decline in soil conditions.

I. Habitat Restoration and Mitigation Plan

The Certificate Holder shall develop a Habitat Restoration and Mitigation Plan, in consultation with EFSEC staff and WDFW.

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 Revised MDNS.
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. If 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. In the event of such determination, WDFW shall provide evidence of such exceedance of impacts. Supplemental mitigation, if any, will 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 will be established in coordination with WDFW and reviewed and approved by the EFSEC prior to implementation.

J. Vegetation and Weed Management Plan

The Certificate Holder shall develop a Vegetation and 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 WAC 463-60-332(3).
6. The Plan must specify methods that will be implemented for effective noxious weed control and revegetation.

K. Construction Traffic Control Plan

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

1. The Traffic Control Plan shall be informed by the traffic impact analysis and must address traffic management in the vicinity of the construction zone.
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.
3. The plan must ensure that tribal access to public lands is retained throughout construction.

L. 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 Certificate Holder shall provide copies of the draft Plan for comment to the Yakama Nation and other potentially affected tribes prior to EFSEC approval.
3. The 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.

M. Construction Emergency Plan

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

N. 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.

O. 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.

P. 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.

Q. Utilities

The Certificate Holder shall provide certification of water availability for process water used for site construction to include vegetation and dust management.

R. 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.

S. Construction Plans and Specifications

The Certificate Holder shall submit to EFSEC those construction plans, specifications, drawings, and design documents that demonstrate the Project design complies 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 Klickitat County construction and building codes.
4. The plans shall identify any items relevant to the mitigation measures contained in this Agreement, the Revised MDNS, 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.

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.
3. 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 Revised MDNS, and the ASC.
4. The Environmental Compliance Program shall develop inspection criteria used to ensure relevant mitigation commitments, approved plans, and sensitive area 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.
5. 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.
6. 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, 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. 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.

C. 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 Klickitat County, another appropriate agency, or an independent firm to provide these services.

D. 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.

E. Habitat, Vegetation, Fish and Wildlife

The Certificate Holder shall use construction techniques and BMPs to minimize potential impacts to habitat and wildlife. Construction of the Project shall be performed in accordance with mitigation measures identified in the Revised MDNS, and the ASC.

F. Construction Noise

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

G. 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 on the Project.

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

H. Contaminated Soils

If contaminated soils are 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.

I. Light, Glare, and Aesthetics Lighting

Lighting

1. The Certificate Holder shall implement mitigation measures to minimize light and glare impacts as described in the ASC and the Revised MDNS.
2. The Certificate Holder shall minimize outdoor lighting to meet safety and security requirements. The Certificate Holder shall avoid the use of high intensity lights and utilize downward-directed 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 Revised MDNS regarding potential visual and aesthetic impacts once a final project design has been completed.

J. 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 regulations, this Agreement, the Revised MDNS, and the ASC.

Unless otherwise noted all plans and submissions required prior to the Beginning of Commercial 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 until all applicable elements of the required plans or commitments outlined in this Agreement, the Revised MDNS, 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 operation 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, July 2024 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 prepare an Operations Spill Prevention, Control and Countermeasures Plan (Operations SPCCP) in consultation with Ecology, if quantities of materials maintained on site are of sufficient quantity to qualify.

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 EFSEC every two (2) years.

D. Vegetation and Weed Management Plan

The Certificate Holder shall develop an updated Vegetation and 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. Operations Emergency Plan

The Certificate Holder shall submit 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. The Certificate Holder shall provide EFSEC with lists of emergency personnel, communication channels, and procedures and update them as needed.
3. The Operations Emergency Plan must be in compliance with WAC 463-60-352.

F. 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 Fire Control Plan must consider and address potential wildfire risk minimization and response. If there's a determination between the Certificate holder and state and local response agencies to include additional fire response support agreements, those agreements shall be included in the Plan.

G. Operations Health and Safety Plan

The Certificate Holder shall develop and 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.

H. Operations Site Security Plan

The Certificate Holder shall develop and implement an Operations Phase Site Security Plan. The Plan shall include, but shall not be limited to, the following elements:

1. Controlling access to the site by any visitors, contractors, vendors, or suppliers.
2. Installing security lighting and fencing; and securing access to solar panels, pad transformers, pad-mounted switch panels and other outdoor facilities.
3. 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 Revised MDNS, the ASC, and any relevant regulation during project operation.

B. Water 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, July 2024 or as revised.

C. Noise 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.

D. Fugitive Dust Emissions

The Certificate Holder shall continue to implement dust abatement measures as necessary.

E. 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.

F. Dangerous or Hazardous Materials

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.

G. 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 annual solar panel washing.

H. Grant Funds to the Confederated Tribes of the Yakama Nation

The Certificate Holder shall provide grant funding to the Yakama Nation Cultural Resources Program (CRP) for continued documentation of the archaeological/historical aspects of Traditional and Cultural Properties (TCP) in the vicinity of the Carriger Energy Project. The Certificate Holder has committed to supporting this project with a total dollar contribution not to exceed \$100,000. The Certificate Holder will submit to EFSEC the verification of funding to the Yakama Nation CRP on a biannual basis following the start of full commercial operation of the Carriger Energy Facility. Project funding for the TCP work should be finalized within the first 10 years following the start of full commercial operations.

ARTICLE VIII: PROJECT TERMINATION, DECOMMISSIONING AND SITE RESTORATION

A. 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.C, considering the Initial Site Restoration Plan and the anticipated future use of the Project Site. 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.F 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. EFSEC staff will coordinate with Yakama Nation for input on site restoration.

B. 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 the 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.

C. 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.A 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 unavailability 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 and a qualified soil scientist to determine the soil conditions on site. Success criteria for Site Restoration will be established prior to commencement of decommissioning activities, based on the documented preconstruction 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 and soil scientist. 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 and soil scientist, for review and approval.

D. Site Restoration Financial Assurance

1. Except as provided in Article VIII.D.3 below, the Certificate Holder or any Transferee 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 at 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” and may not be reduced by allowance for 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. 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 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 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 Baa 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 the required Site Restoration activities are available.
 - iii. Guarantees that the 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. 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.
 - 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 will provide for the Certificate Holder's performance of its Site Restoration obligations pursuant to Articles VIII.C and VIII.D of this Site Certification Agreement.

ARTICLE IX: SITE CERTIFICATION AGREEMENT - SIGNATURES

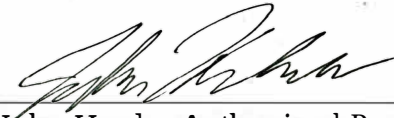
Dated and effective this 15th day of December 2025.

FOR THE STATE OF WASHINGTON



Bob Ferguson,
Governor

FOR CARRIGER SOLAR, LLC



John Hanks, Authorized Person
Carriger Solar, LLC